CITY COUNCIL
AGENDA

Monday, August 4, 2025 at 1:00 PM
Council Chambers

Mayor
Eric Enriquez

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Becki Graham
Becky Corran
Yvonne Flores

CITY OF LAS CRUCES

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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.

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1. OPENING CEREMONIES

1.1. Pledge of Allegiance - Councilor Bencomo.

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

1.3. Jobs of the Week.

1.4. Pets of the Week.

1.5. FY25 Audit Entrance Conference Presentation.

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

3. PUBLIC PARTICIPATION

4. READ CLOSED MEETING STATEMENT

4.1. Read August 4, 2025 Closed Meeting Statement into the record.

5. ACCEPTANCE OF AGENDA

6. CITY COUNCIL MINUTES

6.1. Regular City Council Meeting of July 7, 2025. 4 - 28
City Council - Jul 07 2025 - Minutes - Pdf

6.2. Work Session of July 14, 2025. 29 - 39
Work Session - Jul 14 2025 - Minutes - Pdf

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. 40 - 136
Resolution No. 26-016 - Pdf

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). 137 - 257
Ordinance No. 3093 - Pdf

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. 258 - 280
Resolution No. 26-017 - Pdf

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. 281 - 286
Resolution No. 26-018 - Pdf

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. 287 - 344
Resolution No. 26-019 - Pdf

8.4. RESOLUTION NO. 26-020: A RESOLUTION APPROVING AN AFFORDABLE HOUSING GRANT AGREEMENT BETWEEN THE CITY 345 - 364

OF LAS CRUCES AND TIERRA DEL SOL HOUSING CORPORATION FOR DEVELOPMENT OF INFRASTRUCTURE OF SKYLARK SUBDIVISION 5401 CENTRAL, LAS CRUCES, NEW MEXICO 88012.

Resolution No. 26-020 - Pdf

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 — 365 - 388

Resolution No. 26-021 - Pdf

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). — 389 - 409

Resolution No. 26-022 - Pdf

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. — 410 - 503

Ordinance No. 3094 - Pdf

9. BOARD APPOINTMENTS

10. NOTICE OF PROPOSED ORDINANCE(S)

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

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

12. CITY MANAGER REPORT

13. ADJOURNMENT

MINUTES
City Council
Monday, July 7, 2025 @ 1:00 PM
City Council Chambers, City Hall

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

ABSENT: Councilor Becki Graham

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR CORRAN.

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

None.

1.3 JOBS OF THE WEEK.

Sarah Raney, Americas Job Center 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.

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 Las Cruces Utilities activities regarding the Lead and Copper Rule continue to worsen. The city has now manipulated and disappeared key records. It's like cooking the books. EPA says an online inventory is

supposed to be increase the public's confidencey in cooperation with the water system in finding and replacing lead pipes. The city's actions are having the opposite effect. A key problem with the city's online inventory has been its false characterization of pipes as non-lead saying an installation date is after the lead ban when the installation date was actually prior to the lead ban in 1986. That has been an obvious falsehood on the online record for many properties in Las Cruces. Rather than correcting the record Las Cruces Utilities has now manipulated it so that problematic information has been disappeared. The online inventory now no longer shows the service line installation date. Additional information has also been disappeared. The basis of the material classification whether it is a sensitive population, whether it is a disadvantaged neighborhood and whether the service line material was field verified. All of that is gone now. You can see in Handout 1, what the record for a property on Fairway Drive showed on March 22nd, on June 9th, and on June 17th. This is a property whose system online the city said was non-lead based on an installation date after the lead after the lead ban when the record shows the service line was installed in 1972, fourteen years before the lead ban. This property is on the list of deficiencies I provided you on May 19th. Sometime between June 9th and June 17th the city dealt with the problem by just disappearing the installation date and the basis of material classification. Every property similarly situated with an originally false characterization now no longer has an installation date in the record. All of these obvious problems have been manipulated away. Also, for this property on Fairway Drive the characterization of the system owned portion of the service line has been mysteriously changed from non-lead other on June 9th to non-lead plastic on June 17th with no basis provided. Handout 2 contains the record for a property on Mondale Loop captured on four different dates. On March 15th the record indicates that both lines we non-lead plastic based on a field inspection. On March 18th, three days later the record indicated the lines were non-lead plastic without stating any basis and also stating that the service line material was not field verified. The record on April 21st again states there was no field verification. Finally, the record on June 17th, which reflects the disappearing of the five categories of information, now says nothing at all about field verification. If you were considering buying this house but kept being confronted online with changing or disappearing information regarding lead pipes you likely would consider this to be a fraud by the city against Las Cruces taxpayers. One cannot reasonably argue that these are honest mistakes. This is intentional manipulation.

Liz Rodriguez-Johnson, Member of the Public said EPA says that service line inventory required by the Lead and Copper Rule are the foundation from which water systems take action to address lead service lines. They are the key to getting lead lines replaced in protecting public health. I am disturbed by what appears to be a Las Cruces Utilities manipulation of records for properties in the online inventory. Handout A, indicates manipulation of dates other than statements for a property on Hillsdale Street. On March 22nd the record declared both lines be non-lead plastic but provided no basis. It also said that the service line material had not been field verified but by contrast the record on June 9th said that a visual inspection took place at the water meter pit. On December 19th, three months prior to the March 22nd record which declared that no fuel verification had occurred. Then a record on June 17th of this property says by contrast that a visual inspection took place at the meter pit on December 18th, a day prior to the date set in the June 9th record. All of these records

can't be correct. So which record is to be believed? None of them? Handout B, shows what appears to be manipulation of the online record for a property on Joy Lane. On March 22nd the record stated that the entire service line was unknown. This is despite the fact that it also declared that both the system and the customer owned lines are non-lead without providing any basis. Then on June 9th the record changed and stated that the entire service line was non-lead and no longer being unknown. No basis is provided for this change and on June 17th the record changed back and again stated that the entire service line is unknown. All of this apparent manipulation wipes out confidence in the Las Cruces Utilities integrity. This seems to be intentional disregard for the rules and requirements. This also appears to be an intentional disregard for the people of Las Cruces including all the folks with low income, the folks who live in the oldest parts of the city where lead pipes are the most likely to be and all the folks who don't understand what is going on and what is at stake. Handout C, shows eleven neighborhoods out of many that have been left out of the city's inventory. They don't appear to have any water hookups. Water hookups are designated with a green dot for non-lead, a yellow triangle for unknown, or a purple square for galvanized required replacement. If they don't show up on the map these folks have been ignored by the city or forgotten and this is just unacceptable. I do not understand the logic behind spending time and money to obscure an issue rather than to fix it, especially when the health of Las Cruces citizens is at stake here. Particularly the health of citizens in the older parts of town where our citizens do not or cannot afford to adequately stock drinkable water. Resolving this issue must start with the correct preparation and maintenance of this inventory.

John Vernicek, Member of the Public said I reside in District 2. My comments are directed mainly towards my representative and also for you our Police Chief. I am just making you aware of our situation. First of all, Mr. Story, I want to compliment you on your officers are very professional and I do appreciate that about them. I live in the area between Espina and Solano, and Missouri area around University and there has been a problem since I very first moved here since 2012 of some vandalism. I just recently had my house vandalized, my car vandalized, it was keyed, well my truck, attempted break ins, not only of my house but of my vehicles around me, my next-door neighbor was broken into. The neighbor across the street caddy-corner to me was also broken into. You can find all of this sir if you take a look at the records. What I would like sir is something to be done about this. There is also a lot of vagrancy. There is kids between the ages of 14 and 19 that have been going around the area a lot and I tend to just ignore things unless I am seeing somebody walking around in that area and they have a hoodie on in this kind of weather you don't wear a hoodie, and it has just been getting bad. I have had my pet stolen also. There are vehicles that just zoom right up and down my street right there on Gardner. They are not doing no 25 miles an hour. They are doing a lot faster sir. There is disturbances in the middle of the night. I am a little more aware of things that happen at night considering I served six years in the United States Marine Corps, and I am a Combat Veteran that served my country with pride.

Liz Bennett, Member of the Public said chances are that the food you ate this weekend was planted, picked, transported, cooked, and served by the immigrant community. Chances are your home, and office was constructed and maintained by the immigrant community. Chances are that the entertainment and hospitality you

enjoyed while traveling was provided by the immigrant community. Chances are that some of the most precious in your neighborhood, children and the elderly are cared for by the immigrant community. This community pay up to $100 billion in taxes each year, are less likely to commit crimes, and contribute to vast talent, heritage, innovation, and grit in our society. What we are witnessing by the federal government are acts of greed, hubris and supremacy on a national scale. Talk of border invasions and dangerous criminals is meant to stoke fear and manufacture consent for the design and implementation of systems of subjugation that serve to produce forced labor for the ruling class. If you want to peek into one of the possible futures of this plan of being enacted you have to look no further than Florida's Alligator Alcatraz, a concentration camp built in 8 days by private companies who are paid millions in FEMA dollars. Located in the Everglades National Park, people are currently being held hostage in hurricane prone marshes among alligator and python infested waters. Under Florida's 287G Program, led by ICE local law enforcement are allowed to integrate individuals and detain them at this facility. The bloated, bigoted budget signed into law this weekend allocates $45 billion for building new detention centers. This is a 265% increase in the ICE detention budget. Additionally, the budget includes $30 billion for ICE enforcement and deportation operations. The federal government is doubling down on investments in discrimination, incarceration, and slaved labor. Is it enough to be cariñozos, friendly and welcoming in the face of kidnapping, detention, torture, and death? We are here to call on all of our community to protect those we hold dear, those we depend on and those that we value and cherish within our community. It is time to strengthen our city ordinances, commit our local law enforcement to protecting human rights and fight for a statewide action like New Mexico House Bill 9, the Immigrant Safety Act. I want to implore all members of this council to take your role seriously in this moment to act now and act courageously.

Lindley Hornsby, Member of the Public said immigration and customs enforcement along with the Department of Homeland Security continue to terrorize communities across the US. In addition to Alligator Alcatraz, we have the Marines headed to Florida to assist ICE and Department of Homeland Security in disappearing community members. I am just thinking about what it might be like to be in your shoes right now when our federal government is reigning terror on our country and how it could feel powerless right now being a municipal leader. However, our community is trusting you to protect us, and we believe that you can do it and that you can use your power and privilege within the positions that you have to continue to support our immigrant community. Here in New Mexico dozens of community members have been disappeared by ICE and I am proud to say that here in the city of Las Cruces we have resolutions to support our immigrant community. Resolution 18-075, a resolution reaffirming the City of Las Cruces commitment to creating a quality place to live and work through non-discrimination in all areas of city government and declaring the city a welcoming city. I really appreciate the non-discrimination clauses here in this resolution and in addition we have Resolution 22-059, which is in support of a pathway to citizenship for New Mexico's immigrant families. So I really appreciate in advance the City of Las Cruces continuing to work hard to not only uphold these resolutions but also to strengthen them and look at our practices in ensuring that we are abiding by them especially during times of severe persecution led by our federal government and as you all continue to fight back against the threats of fascism knowing that your community is fighting alongside you and that the community may

continue to practice civil disobedience resisting the threats of fascism that we are seeing right now and I really want to encourage the council to continue to honor civil disobedience and not intimidate organizers in the community away from pushing for the change that we so desperately need right now.

Karen Quevedo, Member of the Public said I am here to ask this council to improve city Resolution 18-075, which was just mentioned and General Order 166. The last time our immigrant relatives, friends and neighbors were under as profound an attack as they are today the city council took action. December of 2017 the city council passed a resolution presented by the Las Cruces Police Chief Jaime Montoya and City Attorney Jennifer Vega-Brown to as it was stated reaffirm Las Cruces commitment to non-discrimination in all areas of city government and declaring us a welcoming community. The resolution affirmed the city's human rights ordinances and policies of the Police Department which include General Order 165, requiring equitable and fair treatment of all individuals and General Order 166, which says that the Las Cruces Police Department is not authorized to detain or arrest any person based on their nationality or ethnicity and prohibits LCPD from inquiring or seeking proof of a person's immigration status. The resolution also affirms that the City Manager shall enact or bring forward for consideration any policy that furthers the purposes and intent of this resolution and uphold the city of Las Cruces as a welcoming community for immigrants. To that end we ask that the city take the following steps. Amend General Order 166 to not allow for exceptions to city employees asking about a person's immigration status. Amend GO 166 to close loopholes for detaining a person based on suspicion alone. LCPD's policies should instead be that no employee of the city be arrested, detain or prolong the detention of an individual for the purposes of enforcing any federal immigration violation and amend or affirm GO 166 to add that no city employee will aid or support ICE operations in the city. The Denver Mayor has promised to take ICE to court if it targets people in sensitive locations such as schools, churches and hospitals, Mayor Enriquez can do the same. Proactively pass a resolution forbidding the use of Section 287G agreements which deputize the local officers to work with ICE. Ban ICE agents from wearing masks, wearing plain clothes, and using unmarked cars. These are tactics of terror and tactics of an authoritarian police state that hides from accountability, this needs to end. In the next legislative session city of Las Cruces can support with its lobbying resources critical human rights bills like 2025 HB 9, Immigrant Safety Act, and finally we should adopt a full sanctuary city status. For those who are willing to bow down to the grotesque, racist Trump Administration threats to cut off federal funding from sanctuary cities, I will remind you that increased terror and kidnapping people off the streets is what disrupts businesses and local economies. Also, instructive here is that the Tenth Amendment to our Constitution prevents federal government from using these threats. Any coercive of threats to force a local government into adopting federal programs or enforcing federal laws is prohibited under the Tenth Amendment. Namely any of these ever shifting racist policies of the current President.

Lucas Herndon, Member of the Public said I am a resident of District 2. As we stand here today in the shadows of fear and uncertainty loom large over many of our neighborhoods, friends and family members due to the aggressive actions of ICE and the militarization of police across our nation. It is in this context that we must

reevaluate our city stance on protecting the most vulnerable among us. While our existing resolution reaffirming our commitment to non-discrimination and welcoming immigrants has been a beacon of hope the current climate demands that we go further. The Las Cruces Police Department's General Order 166 enacted on August 16, 2011, was a significant step towards ensuring that our law enforcement practices respect the rights of all individuals regardless of their immigration status. However, a closer examination reveals that it still permits the disclosure of an individual's immigration status to ICE under certain circumstances. This loophole undermines the very essence of our commitment to be a welcoming community. It is imperative that we address this gap and ensure that our policies are robust and unequivocal in their protection of all residents. To truly be a sanctuary for those seeking safety and a better life we must adopt a new resolution that categorically prohibits our local police from collaborating with ICE or any other federal immigration agency under any circumstances. The trust between our community and law enforcement is fragile to say the least. It is no secret that many people including myself don't trust the police even as people born in this country with relatives dating back before New Mexico was a state. New Mexico remains the most violent and dangerous state for citizens when it comes to being killed by police. Given this mistrust it is clear that more must be done to make the Las Cruces community at large feel safer in regard to police overreach in power. The new resolution we propose must be clear and unwavering. Under no circumstances should our local police be involved in federal immigration enforcement. This means not only not sharing information, not detaining individuals based on immigration status and not participating in ICE operations but expanding the resolution to remove the word may from General Order 166.01, Line C and replace it with, shall not. Furthermore, the new resolution should reinforce and expand upon the principles outlined in our existing policies. It should ensure that city employees are prohibited from inquiring about immigration status, that personal identifying information is safeguarded and access to non-public city areas by federal immigration agents is strictly limited. By adopting this new resolution, we will be sending a powerful message that Las Cruces is committed to being a safe haven for everyone regardless of their immigration status. We will be reaffirming our values of justice, equality and compassion. We will be protecting the dignity and rights of our residents and ensuring that our community remains a place where everyone can live without fear of persecution or discrimination. I urge you council, take this critical step. Draft and support a new resolution that goes further than our current one. Let us make it unequivocally clear that Las Cruces stands in solidarity with its undocumented community members. Let us ensure that our policies are a beacon of hope and safety for those who need it most. Together we can make a difference and uphold the principles and make our community strong and resilient.

Axl Hail, Member of the Public said I have lived in Las Cruces my entire life, born here and continue to live here. To have lived in this community is to see the impact that immigrants have had in our community. We live in Las Cruces, the city of the crosses. I don't consider myself to be particularly religious, but you look at the scripture and it is fundamentally said to love thy neighbor. To care and protect our immigrants is to love thy neighbor. I currently reside over off El Camino Real, out near the fields and orchards and I see everyday people in the fields who work harder than some people I know working an entire year in that single morning. To see the culture that we have here in Las Cruces. You know the historic Mesilla district, these things that have

fundamentally been created by Hispanic culture. We can't have these things and embrace them as part of our community without also acknowledging the fact where they came from, the people who established them, the culture behind them and the importance of that. I also work for a church that has historically acted as a refuge center for immigrants and to see that, to see this community and the way that immigrants have taken care of me personally and so many other people I know and I call upon you and further implore the importance of what they are saying that our immigrant community members need to be protected and when the federal government is doing the exact opposite of that. When they are actively attacking the most vulnerable people. It falls to you, our local and state governments to put these protections in place. To say no we are not going to allow that here. You guys have the power to do this, and I implore you to use it. To make sure that these things are upheld here and furthered to keep our entire community safe in the name of what Las Cruces really stands for.

Zach Egan, Member of the Public said I am a resident in District 6 and I just want to thank you all for the opportunity to speak. I want to begin by expressing my gratitude for the city council's leadership in adopting different resolutions which help to support and protect our community as an inclusive place to live. One of the things that Resolution 18-075 has done is it helped to ensure that our local law enforcement remains focused on fair and unbiased policing. Policies like this help to build trust in our community and ensure that Las Cruces continues to be inclusive and fair, but we are currently at a pivotal moment in our nation's history. As federal pressures rise there is increasing concern that police departments may be asked to assist with civil immigration enforcement which erodes community trust and makes everyone less safe. People who fear deportation are less likely to report crimes or cooperate with law enforcement and this is why I am asking that the council expand the current resolution or pass resolutions or add new resolutions or add amendments that make clear that Las Cruces police will not support ICE operations. This expanded policy would strengthen public safety, protect vulnerable residents and reaffirm our city's values. It would also include provisions such as barring ICE from sensitive locations like schools and hospitals, protecting confidentiality in city systems and requiring public reporting on ICE related activity. These are common sense protections that keep Las Cruces safe and united. Thank you for your continued leadership and I urge you to continue to support next steps in keeping us safe.

Rebecca Egan, Member of the Public said I am a special education teacher at Hermosa Heights. I work with a ton of students and families and one of the things that I love most about Las Cruces is when I can see that culture of support and trust within our community. One example of that is our Walking School Bus that our school hosts, where staff will join students and volunteers to walk those students to school and that is where I know you, Mayor Enriquez. That is such a beautiful thing to see. It is just so meaningful to see members of our political community involved with kind of boots on the ground community. So, I would like to speak today on behalf of the students that I work with. Many of my students are immigrants and they come from immigrant households. To give a little bit of context to where a lot of parents come from in these situations the information that they are reading and contextualized in our schools with them, the LA Times reports that plain clothed Homeland Security investigation ICE officers went to two different schools in the Los Angeles area. They were reluctant to

show their IDs. They lied about having parental authority to speak to these first graders, these second graders. They did not present the school with court orders or documents and thankfully the schools denied them entry and did not allow them access to those vulnerable students. To also contextualize what Homeland Security investigation usually does, they are usually conducting criminal probes into smuggling operations, drug trafficking and other major net transnational crimes and I really don't think they have any place in the schools and these ICE officers who are coming to our community and creating this culture of fear and threat among our student population. If you think the immigrant parents don't fear something like this within our community again you are wrong. I am not even an immigrant, but it is something I think like what will I do whenever ICE, if ICE shows up at the school, asks to speak to one of my kids? Without action by the city, we are in perill of trading our supportive community for one that is prioritizing fear and mistrust. Schools should not be places of fear. Homes should not be places of fear. The impact that reckless ICE actions are going to have, the ripple in the school system, they ripple into families, they ripple into communities. From the angles that I can see attendance is going to drop and we are going to be setting up the next generation of thinkers and leaders not only with a lack of education but also with an expectation of fear and mistrust. This is not just about the students from immigrant households as any damage to a student population is not an isolated event. It effects the entire student body. This is about what kind of people do we want to raise for the next generation. Do you want ones that trust others and believe in the goodness of others or ones who frame the world as a place of fear? Thank you very much, I can see that you all love and care about your community.

Juan Garcia, Member of the Public said White Rabbit is an iconic song of the 60's acid era, uses imagery of Alice in Wonderland to illustrate the surreal effects of taking hallucinogenic drugs. "One pill makes you larger and one pill makes you small and the ones that mother gives you don't do anything at all. So go ask Alice when she is ten feet tall." When I first heard this song, it made no sense. The song critiques adults prioritized logic over imagination and urges questioning authority and societal norms. Fast forward the year 2025, and instead of hearing the lyrics of a classic song I am bombarded by phrases like, "militarized border, democracy is dying, no kings, we live in a fascist nation. People will die in the streets after the reconciliation bill passes, we are in a constitutional crisis, kidnaps are taking place in our streets, and of course our favorite, concentration camps are being built for children". People even say it feels wrong to celebrate Independence Day and I see the American flag flown upside down throughout the community. The whole atmosphere just feels surreal. Just like in the song there are efforts to normalize illegal and I stress illegal entry into this country while anarchist riot, destroy property and attack law enforcement under the guise of "mostly peaceful protest". Some come to this podium and use made up drama about rifles being pointed at seniors and kids even though LCPD in my opinion simply had observers during the demonstration at Johnson Park. I listened to our progressive friends call our local police murderers, they say it like these officers leave home not to protect people but to hunt down someone because of the color of their skin. This is a morbid attempt to undermine what law enforcement we have left setting the state for a community that ultimately embraces "defund the police". A bus tour is celebrating women in sports, Title 9 was vandalized in Albuquerque in broad daylight as an attempt to silence through violence and intimidation. None of it makes sense to me because most progressives see nothing good in our nation today. Today is not about

drugs fogging up people's minds, it's darker, anger, but mostly is the raw boiling hatred for one man and for anyone who dares to push back against the march towards the future that is hell bent on tearing this great country apart piece by piece. When logic and proportion have fallen sloppy dead and the white knight is talking backwards and the red queens off with their head. Remember what the door mouse said, feed your head.

Steve Colletti, Member of the Public said just a couple of weeks ago I had the pleasure of standing in Constitutional Hall. The very room where that great document was debated and signed. I marveled what had happened there and the greatness of the men who had been there. Flawed men who disagreed on a lot of points, many did not like many of the others in the room but all had the best interest in the American people at heart, I will be it if flaws in their logic tainted by the times that they lived in, the most obvious being the issue of slavery but all wanting to improve the way men were governed and they wrote a document that allowed continued improvement. You democrats were awfully upset when we took your slaves away. While in Philadelphia I heard a comparison that I found quite interesting. The difference between good leaders and want to be tyrants. The good leaders present solutions that allow the governed to accept or not of their own free will. The want to be tyrants say the apocalypse is coming and we are allowed to do anything to forestall it including control you. I am here today to respond to the absolutely absurd comments made from the dais regarding our attempt to have Realize Las Cruces placed on the ballot. Some really absurd things came out of your mouths. I don't have time to address most of them, but I will address the most grievous. Inclusion has never been an American value, and it never will be. While certain utopian charm that appeals to those on the left, those people haven't thought it all the way through. Inclusion is an impossibility. What has made American great in all these years is that we are big enough, bold enough, and I dare say great enough to house different valuing systems and different ideal systems under the America umbrella while keeping our different values intact. The bottom line is certain value systems will never mix. Inclusion is merely a word used by the progressive power elite which means, we are going to force our ideas on society by determining which values we deem acceptable and thereby included and then by default which value systems will be excluded. We are on the right are not impressed by your goal of being inclusive. We believe in live and let live but we are not going to give up our values to pander to someone else's feelings because they can't achieve their goals on their own. So, no I am not interested in being inclusive. You may say that makes me a segregationist, then that is a badge that I will proudly wear because I stand on my values.

Sylvia Yancy, Member of the Public said I moved to Cruces in 2020, and I have grown to love it here. I have found strong community, great friends that I can rely on and who can rely on me. I am terrified of what is happening in America today. We see people being kidnapped off the streets, away from their families and away from their communities. I am terrified for my friends and even for myself and my family. Police continue to protect our community and do not give into the threats being made by the current Trump Administration. I want to see our community thrive and I am sure you all do too.

Roggie Duff, Member of the Public said I am a member of Las Cruces from District 2.

I wanted to echo what a few of my peers are requesting from you in the council in regard to strengthening the existing policies in namely Resolution 22-059 which is in support to a pathway of citizenship for New Mexico families as well as Resolution 18-075, where it states that the city of Las Cruces is diverse welcoming community and a city to all immigrants. Namely I just hope that we are considering the values of what makes the city of Las Cruces as hospitable as we try to portray especially our community and country being structured on the backs of immigrants, I want to ensure that we protect those who fighting to keep their rights and voices in this time like this. Being an immigrant is not a criminal offense on stolen land.

Diane Starbuck, Member of the Public said I am speaking with Animal Advocates for Change today. I would like to thank the city council and Mayor once again for passing the new Animal ordinance. It is much appreciated. Now that breeding without a license is illegal the city needs to inform the public of rules and regulations of the new ordinance. Education was one of the acknowledged necessities of having a new ordinance and illegal breeding continues to be an issue. It is blatant on Facebook pages, specifically Animals of Las Cruces. People on this site have been told that they are breaking the law, and they don't seem to care very much. Please uphold the intent of the new ordinance with education of the public and appropriate enforcement.

Jim Hoerst, Member of the Public said I like diversity and inclusion. I think that is what they meant, our founders meant by the phrase E pluribus unum, though many one. On June 14th of this year in Minnesota John Hoffman and Melissa Hortman were attacked by an assailant with an inflated hatred for Democrats. The assailant shot John Hoffman seven times and his wife eight times. Fortunately, John Hoffman and his wife survived the attack. On the same day Melissa Hortman and her husband were attacked by the same assailant, he murdered them both. Two legislators, two spouses, two murders. This was only three weeks ago. There is so much news these days that many events that deserve our attention, fade into forgetfulness despite their significance. We recognize the sacrifices and risks taken by law enforcement and first responders. We also need to recognize our elected officials for the bravery, for bravery it takes be an elected public servant these days. I don't think our elected representatives desire adulation, but they do deserve respect. We must be conscience of their privacy and security particularly concerning their children and spouses. It is inappropriate to discuss where elected officials live on social networks even if you don't give their address. It is wrong to give general information that could be useful for an attacker. It is wrong to discuss their children or provide any information that might aid an assailant. We must be united in our vigilance to protect them and their families. We must be careful what we post on social networks. The golden rule applies here. If you were an elected official, would you want this information posted about you and your family. I know we can't agree on many things, but we must agree on this if we wish to have any kind of democratic government. I also want to say a word about immigration. It is not illegal to seek asylum in the United States. Donald Trump has made asylum a dirty word by associating it with nuts. Asylum is a perfectly legitimate word for a country that has as one of its mottos, give me your huddled masses yearning to breathe free. That is what America stands for, what it stood for, why there are 320 million people who want to live here.

Tim Jenkins, Member of the Public said I come to you today as a citizen of Las

Cruces. You know me, you know who I am. I don't have to cover my face with a mask to hide my identity as others do. It is outrageous to me to hear the disgusting rhetoric from certain individuals about our Police Department. Let's set the record straight here. There were no rifles or snipers ever being pointed at elderly people or children. That is only a tactic used by a certain demographic of people to spread fear and hate against our Police Department. The exact same individuals that came before you all screaming and yelling that the Police Department didn't do their job in a timely manner at the Young Park shooting are now the exact same people here mad and offended at the Police Department for being there to protect them from any trouble. You don't get to have it both ways. Our police force is in no way militarized as some suggest and I want to thank your Police Department for being actively present at Friday's protest to keep the community safe despite what some may say. The Las Cruces Police Department has done an outstanding job this year to gather the community, to bring together, to encourage, and to comfort, and to support this city in every effort to make it safer for all. As for me and my family, we stand with them, we support them, we back them, and we fight right alongside them. And it is highly offensive for certain individuals to come up here and actively degrade our Police Department to their faces. Our Police Department doesn't just order people. They are here to protect and to serve the community for the safety of all and I personally have firsthand experience of this every single day with our Police Department. God bless and protect our officers and bring them home safely to their families and their loved ones.

Dana Hopkins, Member of the Public said I live in District 4. I wasn't planning to speak today, I came to observe but I have now heard two people say that there were no police officers with rifles aimed at a crowd that was protesting, and I was there and yes there were and I am a community elder, and I was standing with children. So yes, there were rifles aimed at us. I could see them. I don't have this by anecdote or somebody else told me so. I could see them. I saw officers with rifles entering the library and later saw them on the balcony. Beyond that, thank you for your labor, my apologies for my phone going off and what ever that guy's t-shirt is behind me, my pride flag has a rainbow on it.

4. ACCEPTANCE OF AGENDA

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

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

5. CITY COUNCIL MINUTES

5.1 REGULAR CITY COUNCIL MEETING OF JUNE 2 AND JUNE 16, 2025.

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

6.1 RESOLUTION NO. 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.

6.2 RESOLUTION NO. 26-002: A RESOLUTION APPROVING THE CITY'S PURCHASE OF A 72 SQUARE FOOT TRACT OF LAND OWNED BY THE CAROLINE A. RYAN TRUST LOCATED AT 647 WEST MOUNTAIN AVENUE, FOR THE PURCHASE PRICE OF ONE THOUSAND THREE HUNDRED DOLLARS ($1,300) AS PART OF THE NORTH MELENDRES STREET RECONSTRUCTION PHASE II PROJECT.

6.3 RESOLUTION NO. 26-003: A RESOLUTION AMENDING RESOLUTION 25-149 UPDATING THE PARK DEVELOPMENT FEES, LAND USE ASSUMPTIONS, AND PARK CAPITAL IMPROVEMENTS PLAN TO RECTIFY A TECHNICAL ERROR IDENTIFIED IN EXHIBIT "A".

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

7.1 PUBLIC HEARING REQUIRED. RESOLUTION NO. 26-004: A RESOLUTION APPROVING THE REQUEST FOR A RESTAURANT A – BEER AND WINE LIQUOR LICENSE WITH ON PREMISES CONSUMPTION TO JIM BOBS BBQ, LLC., D/B/A JIM BOBS BBQ LOCATED AT 8960 ZIA BOULEVARD, LAS CRUCES, NM. 88005.

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

Adam Ochoa, Senior Planner gave the overhead presentation.

Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to Approve Resolution No. 26-004.

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

7.2 RESOLUTION NO. 26-005: A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LAS CRUCES POLICE OFFICERS' ASSOCIATION.

Jose Vargas, Assistant Director of Human Resources gave the overhead presentation.

Councilor Flores asked if there is a mistake, a typo, we have to do an amendment? I just want to say that 40 hours' leave is insufficient for members of our LCPD. I shared this before where I attended a symposium for lack of a better word for all county, local, police enforcement and it was over a period of a day or two or maybe three days and I sat through that and heard the author of a book whose name I don't remember and I don't remember the book but my point here is for you all to go out and buy that book and read it but my point is believe me when I tell you that police officers don't have it easy at all and I have met some police officers, not necessarily here but one of them is a nephew of mine who was police officer for LAPD and he left, he said I will never become a police officer again. He went into law school. I want to thank the LCPD for their efforts, for their work. When my mother died, she died at home and they were in the house because it was a crime scene or under investigation and the other person that stood there the whole night was Chief Enriquez. I grew up in the 60's and 70's and everything was anti-cops you know, we called them pigs and my father was appalled. I just have to say that inspite of everything when something happens in your home or, to one of your children or to something at school, who do you call? The person who was perhaps demonstrating against something, no you call the police officer or police department.

Councilor Bencomo said we obviously have three collective bargaining agreements with police, fire, and the blue-collar union. On the issue of holiday pay and things like that, how do we maintain uniformity across the city structure? Does sort of everyone have to negotiate themselves and what happens for non-represented members of the city?

Jose Vargas said for negotiated contracts, that is part of the negotiations process each one would have their own negotiating procedures to determine what it is they want to negotiate and how they want to go about that and then for unrepresented it would be city management that would make that determination.

Councilor Corran asked there are three different types of leave, correct?

Jose Vargas said correct.

Councilor Corran asked this is one type that is not vacation or sick leave, right?

Jose Vargas said correct. This is the third type, personal leave.

Councilor Corran said I just wanted to clarify. Councilor Flores that they have other leave as well. This isn't the only leave. There are other types of leave that are not part of this conversation right now. The city unrepresented folks at 16 hours so this a change from that to that. So, I just wanted to clarify to make sure that I understood which type of leave it is and then for clarification we have to change both the preamble to the resolution and the actual resolution are the two edits that we have to make or can we just change it on the actual resolution document?

Christine Rivera, City Clerk said we can change the body of the resolution itself since

that is what you are approving and then the other would just be an administrative.

Councilor McClure asked what are the others allowed by New Mexico Peace Officers? Can you give me a couple of examples? I don't know if OIR falls into that or anything like that?

Jeremy Story, Police Chief said the Peace Officer Employer/Employee Relations Act is obviously state statute that sets kind of the parameters of when you can interrogate an officer, what time, how many people can be present, for how long, and so it doesn't necessarily restrict who can be in there although it does restrict a number of people that can be in the room, things like that. That statute would give you more information on everything that is contained.

David Guererro, Union President LCPD said with this we looked into it because of the mental health aspect for officers, a lot of agencies around the state are doing similar mental health things to help officers keep them in this kind of situation, like Bernalillo County is actually giving officers everyday two hours for mental health or physical fitness. It is something to keep them going. We looked at this as a beneficial for officers so that they could have the two weeks off to just recuperate and get their mind back from the struggles that we go through, and this is what we looked at for now for this small negotiations because we actually have the big negotiations coming up for the big contract that we will be coming up with. I would like to get with all of you guys if you guys ever have a chance to from here till then so that we can discuss some of the other changes that we are looking into. Especially for the benefit of officers. I grew up in this city. I am from this city. I grew up in the bad parts of the city. I changed the way I was. I can say that I am the juvenile that we want, the one who got the second chance. I got the second chance. I decided to serve my country. After I served my country I came back to give back to my city that gave me that second chance and with everything that we are looking at with our city I want to give back to our department and this is why I took this position is because we are struggling to keep officers here and there is really not anything now that is drawing people to our city to become law enforcement officers and that is what I would like to change to give them that benefit and give them an opportunity to come to our city so that we can thrive together. Not just the Police Department but our city as well. Everything that has gone on this year alone is showing us that we are going in the wrong direction, and I think that if we were to come together for this next negotiation, we can draw more officers to our city and we can prosper better in that situation.

Councilor Bencomo asked since officer brought up sort of the big negotiations, can you remind us of when those will begin and some of the parameters around that?

Jose Vargas said for the full contract itself we are now in the time period where either party can request to open up those negotiations because the contract does expire on October 3rd of this year. So, we are now within that time period to begin that.

Councilor Bencomo said I just wanted to remind all of us that once those are open we are not able to talk to union representatives about the contract.

Jose Vargas said that is correct.

Lucas Herndon, Member of the Public said this is from the City of Las Cruces website, specifically on Elevate Las Cruces. The city's comprehensive plan is an overarching policy document serving as guide for the future growth and development of our community. The current comprehensive plan Elevate Las Cruces was unanimously approved by city council on February 18th, 2020. The Elevate Las Cruces comprehensive plan is our community's unified policy guide and action plan for enhancing Las Crucens long time prosperity and happiness by building a city that is environmentally, fiscally, and socially sustainable. From today's agenda item that you're addressing under support information, committee board review, does this amend the budget? Does this action amend Capital Improvement? There is a section that says, does this action align with Elevate Las Cruces? I would like the record to reflect that the box is marked no. It does not.

Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to amend Resolution 26-005 to change the 40 hours to 80 hours.

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

Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to Approve Resolution No. 26-005 as amended.

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

7.3 RESOLUTION NO. 26-006: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET.

Gaby Prats, Grant Manager gave the overhead presentation.

Councilor Yvonne Flores moved, seconded by Councilor Cassie McClure, to Approve Resolution No. 26-006.

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

7.4 RESOLUTION NO. 26-007: A RESOLUTION AMENDING THE FY2026-2031 CAPITAL IMPROVEMENTS PROGRAM.

Cynthia Alamillo, CIP Manager gave the overhead presentation.

Dominic Soucy, Battalion Chief continued the overhead presentation.

Councilor Flores asked the amount now will probably go up once you get someone in there to do the ADA adjustments?

BC Dominic Soucy said we don't know. We are anticipating this will cover it. That is the anticipation. We have a design that was just sent over this morning. We are getting the Fire Chief to look at it and see if everybody is good with it and then we will get a quote from the construction company on kind of how much it would cost to get this work done.

Councilor Flores asked the money allocated at this point will take care of that or that is your belief?

BC Dominic Soucy said that is the anticipation, yes.

Councilor Corran said I just wanted to mention that we have an upcoming conversation about what we are going to spend our capital infrastructure money on, and I would really like us to be proactive and make sure that our fire stations are better than livable. Obviously, mold means not livable I think, so this is an example of this, but so I think we have seen roof, we have seen a horror show of pictures frankly. Not that I am holding you to account to that. I think am holding us to account and I hope part of our conversation about the infrastructure can be about capital investments and fire station living quarters because I really don't want to see these pictures and hear tales of mold and/or tetanus or whatever else I think you guys have been facing, I would like us to prioritize that in that conversation that we have coming up in August. So, I just want to speak to that. Again, please come and ask, we would like to make sure things are happening so if you have more pictures bring them, I guess but I would like us to not have these pictures moving forward if we can really be proactive in that way I would appreciate it.

Councilor Bencomo asked I couldn't agree with more about the GRT conversation, and you know when we talk about public safety, that has to include the living quarters for one of our public safety agencies, right? You know we have obviously seen this. I have seen leaky roofs during the rainy days we have had recently like that and I don't know specifically at what station. It is my understanding at during this renovation folks are using some portable bathrooms?

BC Dominic Soucy said they have external showers.

Councilor Bencomo asked that is unacceptable, right? When we talk about mental health, when we talk about caring for our folks, I think the infrastructure has to be a priority. I hate to ask this question, but I am wondering if you are now nervous finding mold at Station 4 that there is potential of other stations to have similar issues.

BC Dominic Soucy said maybe but the other stations have had remodels done that

are not that old. This one is one that I don't want to say slipped through the cracks, but this is probably our worst station. I am not thinking that we are going to find it at the other stations to the extent that we found it here. It doesn't look like it.

Councilor Bencomo said obviously you know one of the big priorities has been new fire stations, especially ones to serve members of the public that haven't had that service quite yet and to ensure that our response times stay good in all of that and I just think yes, new stations are important but we must take care of our current infrastructure for sure.

BC Dominic Soucy said while I am up here, I would like to say that Public Works and Facilities has been great. Since we have been finding these problems and working through them it has been moving along really fast with their help.

Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 26-007.

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

7.5 RESOLUTION NO. 26-008: A RESOLUTION AMENDING THE BOUNDARY OF THE EL PASEO AND SOUTH SOLANO METROPOLITAN REDEVELOPMENT AREA TO DESIGNATE AN ADDITIONAL AREA FOR INCLUSION WITHIN THE MRA, MAKING CERTAIN FINDINGS AND DETERMINATIONS PURSUANT TO THE METROPOLITAN REDEVELOPMENT CODE.

Blairre Flores, Economic Development Coordinator gave the overhead presentation.

Allie Caskey, Sites Southwest continued the overhead presentation.

Blairre Flores continued the overhead presentation.

Councilor Flores asked can you go back to slide 5 please? On the community responses for the community survey, you had the 2,000 attend? But on the community design and listening sessions, well the listening sessions stakeholder meetings, were they an open forum, was it in person? It doesn't show how many people participated.

Blairre Flores said the stakeholder meetings were in person, and we did also hold the public meetings in person as well. The community survey was collected through different avenues including mail out survey, we had the survey online, we hosted a Casa de Peregrinos food drive where we had locals fill out the survey as well.

Councilor Flores asked do you have the numbers on the meetings and the responses

you had to the Design Committee Workshop?

Bliarre Flores said all of that is included in the plan.

Councilor Mattiace said can you give me a description of the make-up of how you are going to seek out the MRA Committee?

Blairre Flores said the internal committee will be comprised of Directors of each department or whoever they choose as department representatives and also Economic Development will be running that MRA Committee. We will be deciding the capacity, funding opportunities, and any project prioritizations as well.

Councilor Mattiace asked in other words that committee will all be internal, it will be our staff?

Blairre Flores said yes it will be internal and any recommendation that the committee comes up with they will present towards the council.

Councilor Mattiace asked you don't see any of the public members serving on that committee?

Blairre Flores said as of right now no.

Councilor McClure asked I just wanted to make sure that we are leveraging opportunities like with the Boys and Girls Club to make sure like say get with the County and figure out some solutions. I know that anti-donation is a huge issue that we have to overcome but it feels like the MRA could be an opportunity to get this catalytic program, specifically Boys and Girls Club started a little bit faster maybe two years from now, be in the next six months. I just hope we look at that and get buy in and actually seeing things happen. I think you all have kind of gotten my sentiment on that, but I just want to make sure about that for the record.

Elizabeth Teeters, Economic Development Director said you are correct that we want to try to assist non-profits, businesses, everybody within the MRA and while the MRA does give flexibility we still have to operate within the parameters of the MRA State Statute and it says in order to give funds to a non-profit organizations, local development corporations, or entities organized under the federal Small Business Investment Act we have to it through grants. So there has to be some kind of competitive mechanism in place which the MRA Committee will be the one who actually comes up with all of this and comes up with the way we can give out these funds when the time comes.

Councilor Flores asked are the MRAs aware of the fact that they can seek additional funds?

Elizabeth Teeters said so when the time comes and we actually come up with the programming and we actually have an official programming in place, like Blairre said

we have $100,000 for a pilot program this year. We plan on doing a full marketing campaign to make sure that they know they can apply for these funds, but we don't actually have programs in place at this point.

Councilor Flores asked the prospective Boys and Girls Club, would they be included, for example would they be included in that information?

Elizabeth Teeters said yes, they would be included but the $100,000 is going to be used for a safety improvement program. While we are going to be applying for the tax increment and getting tax increment funds it is going to take a few years to actually to get the ball rolling on that so other than the $100,000 that is really the funding we have to get these programs started.

George Pearson, Member of the Public said I have been participating in this and it is a very good program and I am looking forward to its implementation. I do have a question on some of the details. With the first resolution you are going to increase the size of the area but the document has the maps for the smaller area, by passing the increase size does that mean that the maps will automatically, that staff can just change those or do you need to direct staff with an amendment to update the maps for the new area?

Allie Caskey said I would say that a lot of our illustrative maps don't necessarily define that area or boundary so we might have a few maps to update with this new boundary, but a lot of the content is focused around maps that aren't necessarily defined by this boundary. The plan itself was written with the boundary with extension in mind and so we can ensure that all of the maps reflect the latest boundary.

Michael Harris, Member of the Public said I have seen this MRA presentation several times at several meetings now and done the surveys and everything. Clearly there is a lot of thought and community involvement has gone into the overall strategy. The area is a big part of the district I live in and most of the things I would have wanted to say now and in the past are already in there, but I still have a couple of comments that are worth emphasizing. The first is that we shouldn't lose sight of small projects, one streetlight, one crosswalk, restriping lanes, flex post. These are very cheap ways to have a big impact in the area and maybe achieve some of the goals without waiting for the bigger funding. Another one is no projects, and I think this was brought up in another meeting also. Too often we get tunnel vision for big funding and we get trapped into when we are talking about housing especially as part of this plan, we get trapped into upper case A, affordable housing projects and sometimes this makes us miss out on much, much more, lower case a, affordable housing projects. We need abundant housing and closing the gap of different styles and options like townhomes, casitas, starter homes more effective than maybe chasing a couple of big complexes, big subsidized housing projects. Mixed income neighborhoods that have lots of options are very nice, are very nice places to live and in my neighborhood in particular there is lots of options and everyone gets along and cares for their place. So, like I said overall I think it is a great vision and I support the designation and want to see it leverage to its full potential.

Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to

suspend the rules and listen to both concurrently.

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

Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 26-008.

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

7.6 RESOLUTION NO. 26-009: A RESOLUTION APPROVING THE EL PASEO AND SOUTH SOLANO METROPOLITAN REDEVELOPMENT AREA PLAN

Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 26-009.

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

8. BOARD APPOINTMENTS

8.1

None.

9. NOTICE OF PROPOSED ORDINANCE(S)

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

9.1

None.

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10.1 COUNCILOR MCCLURE

I am glad to be back, enjoyed our trip to represent Las Cruces in Nienburg. I just want to quickly say that inclusion is very important, and I wonder how a lot of us got here and to hear that people don't want that is remarkable to me.

10.2 COUNCILOR MATTIACE

I just wanted to give a kudos and recognition to Leticia Sanchez-Freeman, I know Catrina and Scott have worked with her quite a lot. She is making her home in El Paso now, but she was actually a captain of a neighborhood association and very instrumental of putting meetings together for the neighborhood associations as well as Crescent Park and other associations. She will be missed. Her leadership is important. I think with the MRAs it is important that the neighborhood associations and the people that are concerned with the safety and the conditions of their neighborhoods should be maybe notified by the committee and at least share the progress that the committee is making with these neighborhood associations. I think Leticia will be very missed, but we have others, Nancy Hastings. I just want to make a comment for the work that Scott and Catrina do for the neighborhood associations is amazing and just like we had this gentleman today coming up from Gardner, we need to contact him and I am sure Chief Story will put him on the list and see what is going on in that particular neighborhood but just a word to the neighborhoods in the city of Las Cruces, if you could actually band together, get together and watch each other, incorporate Ring in you systems and let neighbors know if there is people in those streets and neighborhoods that you feel may be suspect of bringing harm to your neighborhood. It is important to have the associations and build them. It keeps your neighborhood safe, and it also communicates with the City of Las Cruces and gets a lot of services that we can offer not only from LCPD, but the Fire Department, Codes, and behavioral health for those who are in need in that neighborhood.

10.3 COUNCILOR CORRAN

I want to thank all of the staff that got together and got the East Mesa Pool back up and running. I know that was a lot of folks collaborating and joining together to get that open for people to swim back this weekend so thank you to all of the city staff that made that happen.

I just want to thank the Animal Services Center. They did a lot of work in the last few weeks to try and alleviate their influx of strays after the traumatic fireworks of last week and I am excited for a number of their really cool programs that are helping get animals out of the shelter and I just signed up today. You can apparently take your dog to the ice cream store or the brewery they recommend. To get them out of the shelter for a few hours. I urge folks that they are laboring under an enormous weight of animals coming in right now and anything that you can do to support them in reducing that means a lot to the animals there.

10.4 COUNCILOR FLORES

Over the weekend I read in the newspaper that the AMR contract was not renewed, and that the county did not renew it as well? So, I am just wondering what recourse or what is the city going to do?

Mayor Enriquez said we will be having a Work Session on that next week.

10.5 COUNCILOR BENCOMO

I want to thank the Fire Department for having us over at the Fire Academy Graduation for Academy 38. It was a very beautiful event. I really love to attend those and to watch families and their loved ones walk that stage and just on another note, thank you for doing it at the Rio Grande. I hope that worked out well and I hope you

continue to do it there because I thought and no shade to DACC, it has been great doing it there, but it was really wonderful to have it at the Rio Grande and thank you Chief Daniels and congratulations on your first academy as Fire Chief.

I want to remind folks that I will continue to have some office hours after hours. I will not be holding them this Tuesday, I am out of town but I will hold them the following Tuesdays in July at 5 p.m. to 6, right outside in the conference room across the way here in the lobby and a huge thank you for Scott and Catrina for helping me organize those and helping me help constituents who come by and visit. So please come by, again I won't be there July 8th, but I will be there July 15th, 22nd, and 29th.

I think one of the things I wanted to ask regarding the MRA and the Boys and Girls Club that I think potentially can get us started and to what Councilor McClure was saying in this big catalyst project, I would love from the City Manager's Office to see if we can get some sort of report on what is expected their impact fees to be and potentially think about waiving those whether it is park impact fees, utilities, public safety, whatever it is I am curious as to what those are amounted to be and if there is something we can do there to support them as they continue to fundraise and build some of that out. So, I would love to know those numbers before we make those decisions. I truly have no idea.

Just the last thing I wanted to say is on a national level. You know I always really loved and respected and honored that often our administration and operations. I always respect that we have a very clear focus on the operations of our city. That is our priority and often I noticed that we don't always get sort of distracted if you will by the national politics, by the national narratives that are happening in Congress or wherever and sometimes I think that is really important. Unfortunately, now I don't think we get to have that privilege. Last week the so called Big Beautiful Bill passed. The bill passed and I think it is important for us to recognize the impact that it will have on New Mexicans, and on Las Crucens specifically. I think that it really important and I am going to name some of the reasons why, but I have a specific ask around this. In the bill it is expected that Medicaid will be cut about 12%. That amounts to perhaps 11 million to 12 million Americans will lose coverage. SNAP benefits or food stamps will be significantly reduced and again thousands if not millions will lose food stamp benefits. Again, the most vulnerable in our community and this is just some of the key pieces. There is obviously a lot of really harmful pieces in this piece of legislation but I am naming the ones that are more critical. Border enforcement and deportations, I don't know another way to say this, but they have an absurd increase, about $150 to $175 billion over several years, we will go to funding for ICE and increased detention. That is to round up our neighbors, Las Crucens, people who work here, live here, pray here, go to school here, pay our GRT here, those folks and amongst many other things. For New Mexicans that may be, 100,000 New Mexicans are projected to lose Medicaid coverage and about 60,000 New Mexicans are likely to lose their SNAP benefits. Again, these are our most vulnerable neighbors, and I think it is important that the city understand these and what the consequences of this legislation will be and for our City Manager I would really love to understand from our state and federal lobbyists what their sort of analysis is on how we should be prepare. Certainly, from Larry, I think it is important we understand if there will be a special session at the legislature and how we best can be involved in that and so how we advocate for our

own residents and for federal lobbyists really just thinking about what this means, how to prepare and what more is coming. Ultimately, I think this bill and the intention behind this bill, honestly it does not care about Las Crucens. It cares about wealthy interests and so we have to care, we have to care a lot more and I just think it is really important that we are just acutely aware of what is going to happen and how it is going to impact our community. So that is my request for City Manager's Office so that all of us know how to be better municipal leaders during this time.

10.6 MAYOR ENRIQUEZ

Just a few things that I want to bring up, first of all thank you to Economic Development and all the staff that helped out with MRAs. This is truly something that is going to help revitalize our city, places that have been neglected to bring them back up so that it can be a thriving community. Thank you to the consultant and everybody else with the city who was involved and our residents who partook in the surveys and the meetings. It is going to be great so thank you and I will look forward to the continued work.

I wanted to give a special thanks and I hope everyone had a very happy 4th of July. It was 249. Next year will be the big one, 250 years of celebration. All the planning, the organizing, the keeping us safe, so a special shoutout to Parks & Rec for all of their work with the Light Parade and then the event with the entertainment, the food, and everything that took place. Thank you, Steve and your staff, everyone that helped out and police and fire, thank you for the safety during this time. There was a lot of people out there, Solano was lined up. There was thousands of people at NMSU and thank you NMSU for the partnership and allowing us the location. It was a great event, thank you all.

Now what I want is to recognize a local hero and the book that is coming out. This is a book called Peaceful Warrior. It is the Canaan Bower story. His parents are in the audience here today. We will definitely recognize them in a little bit but for those who don't recall in 2020, a sixteen-year-old wrestling champion ran into a dangerous situation as everyone was running away. Canaan Bower stopped an active kidnapping attempt and saved a woman's life and her three children. Those that were close to Canaan said it is not surprising it was just another day for Canaan doing the right thing and loving people. Canaan received many accolades including a Canaan Bower Day of Valor by the county and recognition from Carnegie Hall as a real-life hero. Dana White, CEO of the UFC calls Canaan a superhero. A movie is currently being written, and the script is in the top 5% in a worldwide competition judged by movie producers and directors. After much encouragement from the community and beyond, the family has put in the effort to proceed the upcoming movie with a book. We have opted to make this affordable and to apply proceeds towards the Canaan Legacy Scholarship to promote our youth. The author contacted Amazon, and they are going to make Kindle downloads free today in observance of Canaan's birthday, which is today July 7th. Canaan is no longer with us sadly, but Canaan would have been 22 years old today. To the parents of Canaan, Mr. and Mrs. Bower, please stand up. I would like to recognize you. Like I said we look forward to this book when it comes out. I am looking forward to reading it myself and hopefully we can get that movie going and display it in our International Film Festival when it takes place and showcase that and show what a true hero your son was.

11. CITY MANAGER REPORT

11.1 JC BORREGO, ASSISTANT CITY MANAGER

We will start with our Quality of Life Department. The Juneteenth event sponsored by the Las Cruces Museums along with several partners including NMSU drew an estimated 700 people during the week including events at the Branigan Cultural Center, the downtown plaza, and NMSU, and other venues around town.

Nearly 900 people signed up for the summer reading program at the Las Cruces Public Library which ends this Saturday, July 12th at the Sage Café branch from 10 a.m. to 12 p.m. Featured presenters will be a mermaid and a youth magician. The public is loving our new exhibits for children and youth that were recently installed by our vendor at the Museum of Nature and Science including the Journey to Pluto. A new kiosk with railroad elements was placed at the Railroad Museum as well.

The Utilities Board Work Session is July 10th beginning at 1 p.m. at the joint Utilities Building off Motel Boulevard. The Work Session will be discussing draft utilities master plan and the energy decarbonization transition plan.

Beginning today Monday, July 7th applications are now open for the next LCPD academy class. It will be open until September 8th, 2025.

Parks and Rec, we are excited to announce upcoming public events for the Young Park master plan which will focus on a refresh of the park. The event scheduled will begin Friday, July 18th, 2025, from 5:30 p.m. to 7:30 p.m. at Lynn Middle School Cafeteria and then on Saturday July 19th, 2025, at the Las Cruces Farmers Market downtown on Main Street. Look for us near the Bank of the West and that will be throughout the Farmers Market.

Public Works, the EV charging stations project is complete. This includes installation of a dual EV charging port at the following city locations, at the airport, at Fire Station 1, East Mesa Public Safety off Sonoma Ranch Boulevard, the Las Cruces Police Station off Picacho Avenue, the Hadley Complex and here at City Hall.

We have got a couple of awards. One, IT and the City Clerk received an award for Laserfiche, it is the Laserfiche team. It is national recognition as a model for onboarding by Laserfiche Aspire. The other one was Visit Las Cruces announces that Las Cruces makes CNN’s America’s Best Towns to Visit in 2025, ranked at number seven. High scores for blends of cultures, jaw dropping scenery, outdoor access and an abundance of day trips.

Mayor Enriquez said thank you Visit Las Cruces. I read that article, and it is great to see what they are doing and how they are promoting Las Cruces. It is truly a great reflection of our community, and we really appreciate all the work that you do and congratulations to our City Clerk and IT.

12. ADJOURNMENT

12.1

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

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

Mayor

City Clerk

MINUTES
Work Session
Monday, July 14, 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. JOBS OF THE WEEK

1.1

Sarah Raney, Southwest Region Job Center of New Mexico presented Jobs of the Week.

2. PETS OF THE WEEK

2.1

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

3. READ CLOSED MEETING STATEMENT

3.1

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

1. To discuss pending or threatened litigation regarding Margarita Ruiz and Mercedes Ruiz v. City of Las Cruces, No. D-307-CV-202500689, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).

4. AGENDA ITEM

4.1 NEIGHBORWOODS TREE PROGRAM.

Jennifer Kleitz, Dona Ana Soil and Water Conservation District gave the overhead presentation.

Councilor Corran said this is such a cool program and I appreciate you sharing. I know those heat maps and I don't anticipate my district is necessarily represented on those heat maps as far as places that are targeted for this grant, but I do think that some of us, I just want to put in a request, not just the councilors who have these schools in their district, I would ask if you could share it with everyone, some of us have broader networks that we can share these to that might reach to expand volunteer opportunities and also potentially people who want to have trees that would be in the targeted area so please when you have events coming up, please share it with all of us. I'd be happy to elevate it in the ways that we have places to share that information and maybe gather some volunteers to help support you.

Jennifer Kleitz said most definitely, we have a QR Code and a website just for our NeighborWoods program, people can sign up to be volunteers or they can sign up if they want a tree in their area, that helps us designate. According to the grant restrictions, it has to be a acedious neighborhood, however most of the City of Las Cruces and Dona Ana County is in a acedious area so we are really not having too much trouble with that and then we do use GIS mapping to look at the canopy and find the neighborhoods and areas that need to be addressed. So, we certainly will do that.

Councilor Bencomo said I agree, I love this project, whatever we can do to continue supporting you, whether in our individual capacities as councilors or as citywide, I'd love to continue supporting this program. I did want to just add a little, perhaps, potential partnership. I recently saw online that planting more trees in some streets can be traffic calming measures actually and I wonder if there is an opportunity for you all to be able to talk to our traffic department at Public Works and see if there is any opportunity, there's so many folks in our community who are constantly reaching out to us about people speeding in their neighborhoods and what do we do and what can we do and this, honestly these processes take a really long time and the other day I saw that, planting more trees can help calm traffic and so I wonder if there's an opportunity for you to do that kind of partnership. I think that would be cool.

Jennifer Kleitz said certainly! Yeah, so just reach out to the director of Public Works? Alright, we will do that, we love partnering with you all.

Councilor McClure said I just want to say that I also think it's a great program, I also think we should use trees as traffic calming and as a way to say hey, we created shade just for people walking one area to another. Just curious, last time I was vaguely involved, were you able to find enough homes for all of the trees, or is there any way that we can help with that this time as well?

Cathi Buckman, NeighborWoods Program Coordinator said starting with the one neighborhood for October 4th planting, around the Lynn neighborhood, it's a very big neighborhood, so we have split it into sections so we will be canvassing starting tonight in those areas.

Councilor McClure said If you need any help canvassing, let us know.

Cathi Buckman said if you would like to canvas with us, we would absolutely love your help. We've got a training coming up, I will be having a training coming up, but I will get an email coming out to everybody with all the information for all that. I know I emailed you before, but I'll get an email out to everybody I'll let you know when our next canvassing training is and when we will be canvassing.

Councilor Mattiace said I was going to ask Catrina have you worked with, you have her card. I was going to say, we have neighborhood captains, neighborhood associations, watch groups and that would be great if Catrina, Scott and your organization can work together. Great program.

Mayor Enriquez said I want to add another group to this program and that would be the Mayor's Top Teens. I think that would be great for the youth in our community and kind of somewhat have control over that group, so they'll be voluntold. Now part of the thing they do clean ups, they do other things like that for the community, I think this is a great opportunity we'll definitely reach out to you and get the Mayor's Top Teens involved.

Jennifer Kleitz said because the other thing is another program of ours that we want to get up and running I told you about the Envirothon team that's in the city in Truth or Consequences and we have four high schools and we have a lot of kids, we should have five Envirothon teams in the city of Las Cruces, and we don't even have one. I'm not sure who to start, we're looking for leaders they just help the kids study and do all of that work and then a group of six kids.
Mayor Enriquez said ok, with that I'll bring it to Superintendent Ruiz's attention, and he usually meets with his team of leaders, and we can bring this program up to him as well.

4.2 DELEGATION TO NIENBURG, GERMANY.

Catrina Godinez, Community Outreach Manager introduced the topic.

Elaine McKinney, President of Sister Cities Foundation gave the overhead presentation.

Allison Smith, Chair of the Nienburg Affiliation Committee, continued the overhead presentation.

Elaine McKinney continued the overhead presentation.

Mayor Enriquez said I want to start off by just saying thank you, it was a great experience I can speak for Yvette as well, my wife, she's in attendance today to support. You know it's not only about the diplomacy, the trip, the events, the work, there was another aspect, and it was being hosted by a family, a couple there and ours was Armut and Anka and they were wonderful, they were beautiful the way they treated us, they opened up their home to us, and just learning about their culture and

everything it was just wonderful. It was a great experience and when we went to the school and they said they want to bring back the exchange, I'm all for it, I've already spoken to the Superintendent, he's talking to his team about getting the teachers and getting everything going so that we can do that. I've spoken to members of Rotary already that said they used to sponsor, they want to continue, they want to look at doing the leg work on this side. I think it would be a great experience for a 16, 17-year-old to experience that and for them to come over here and experience it and we want to extend that invite to them. Next year our the United States 250 years so that could be a celebration there that we could share with them, not a thousand, but 250. I just wanted to say thank you for that great experience, it was truly a wonderful time for us.

Allison Smith said one of the things that I neglected to mention on the front side of this every member of this delegation had a slightly different experience based on who they stayed with, based on some of the free time that we had when we weren't working, our hosts took us to various things that weren't official and so each member please reach out to them if you have questions about their independent journey because everybody was touched slightly differently on this trip.

Councilor Flores said I've spoken with Catrina, and she came back with her eyes as big as the moon. She was telling me how lovely her host was and how she invited her I think to go to Paris, she turned it down, She invited her to go to London, she turned it down and I said, you know it's like when you go to Europe it's like you are in Disneyland, you just hop on a train and there you are a few hours later in a totally different country. The city I grew up in in California the high school had its sister city in Munich. Freda Schmitt, I'll never forget her, was actually half Columbian so she was fluent in Spanish, fluent in English, fluent in German and she wasn't our guest, she stayed with a family that had a high school student, my sister and I were already in college, so she invited us to go and my mom said you can't go and my brother said they can, mom. Because he'd been stationed in Germany and he said mom, it's Disneyland everybody is so kind, and I think, apropos of what the Mayor mentioned and you too the whole idea is to have people see people as human beings and not representatives of some governmental whatever, but certain leaders aren't people that we care for, they don't care for us, but in terms of people to people, that's what makes all the difference in the world so I want to thank you all for being there. I'm so glad Catrina went because it is good for them to see who we are as people and we are really a nation of immigrants and maybe, one day, we will have a Native American join the group and that would be wow!

Elaine McKinney said Sister Cities is apolitical, we are not a member of any particular party when we are visiting with them and they with us. We are learning about them as a people, and they are learning about us as a people. We are learning from their experience and the things that they do that may be somewhat different from ours. It may or may not work for us, and vice versa, so we are all working together and we want to continue to be here as a foundation to support Las Cruces and the Sister Cities Program and again I would request your help and support being able to do this, it's very valuable for our community.

Councilor McClure said I also wanted to give a shout out specifically to Allison for her leadership and coordination. This is not an easy thing to pull together getting a bunch of herded cats in one group. I know a lot of times we were like where did McClure go, where did Enriquez go? This is hard to do so I want to thank you very much for your leadership on that. I want to riff off a little bit while that group is not political, I see this as a very political experience too because you want to demystify what people think about us as Americans and a lot of times they are going to have preconceived notions and misinformation that they've had or things that they've experienced in other ways, that is our role, to make sure that they understand who we are as people. I think watching, not to steal your thunder here, but watching our Mayor interact with the Belarus delegation who were just plum happy to meet with him because they were also firefighters which he did, I don't think anyone mentioned that yet, and they were just so excited to share the bond of brothership just across the world and still having the same experiences so and then I got very excited because when we went there, a firefighter's wife had made the cake and that is when you know it's going to be good, somebody's wife that is making the cake, amazing! Yes, of course, our experiences were different I think, I am a German, it was nice to visit my Aunt Gutwein there and have her tag along on some of the experiences. For me it was coming home and it was seeing what it was like and comparing it to my present home because a lot of people don't understand, you can have two places that call to your heart in the same way and I think we can show that to also looking forward to Lerdo and I think that in these times where we are, there's misinformation, there's animosity between countries, it I up to us to make them realize that there is not hate from all ends here.

Elaine McKinney said let me emphasize that Nienburg have five sister cities. They're a population of just a little over 33,000. They can do it. We can do it. And the more that we learn from more people, whether it is from the Belarus area, from Mexico, from Nienburg, Germany, or wherever, it's important. It's very important for all of us.

Councilor Flores asked so when is the next delegation from Lerdo and when is the next delegation from Nienburg? I'm sure it is already scheduled.

Allison Smith said the plan for Nienburg is to invite them over to Las Cruces for a delegation trip from their side to come here. At that point, we'll be asking members of the community to host some of them, become those hosts and learn from them. The plan is to hopefully have them here next fall. They don't want to travel for Fourth of July, they said that's a little hot for them, and so we think maybe October, November might be a really fabulous time of next year. So, it will coincide with our 250, we are the much younger sister, and so it'll be that 250 and hopefully we'll have a nice delegation coming from Nienburg at that time. That's our current plan.

Elaine McKinney said and regarding Lerdo, we have not had an exchange with Lerdo for quite a while. There has been a recent change of leadership down there and so we are working now to get together with our committee down there and discuss how we're going to move forward and I think that 2026 would be a great opportunity to have both Lerdo and Nienburg here if that works, if it doesn't, we'll find something else but we did have both of our sister cities here for the year that we celebrated our 150th anniversary as a city, so, we'll see.

4.3 AMR UPDATE.

Fire Chief Michael Daniels gave the overhead presentation.

Councilor Bencomo said thank you so much Chief Daniels, again it has been quite the year for you as your first few months of you being as Chief. So deeply grateful for all of you and for us being here. I know it been a long time obviously. I do just have some questions. I'm curious if you can talk a little bit about the billing needs, obviously right now the department already does some billing right with an external contractor. I'm curious if you can talk about just continued billing needs we will have in this new model.

Chief Daniels said yes, currently we have a contract with EMS/MC who is our billing company and they take a percentage, I believe it is 4%, 4 ¼% which is actually a very reasonable rate for billing, and I don't believe we are going to need any new infrastructure for billing. They're designed and they are perfectly capable of managing the demand that we are going to see when it comes to increased billing. The nice thing for what I think for our public when it comes to billing is now they're receiving a bill from one person. They can expect to receive it from one organization and the members of our public aren't going to be treated differently depending on who's sending them the bill.

Councilor Bencomo said yeah absolutely, I do think that's an additional plus honestly. We are a public interest right, we don't have private interest attached to our services and so I do think that'll be an additional plus I imagine that additionally folks in the county can have access to the indigent fund through the county if they're not able to pay for ambulance service as they would as they do now correct? Yes, I wanted to really appreciate that you did note the current legislation that passed in Congress a couple of weeks ago. I was going to mention it if you didn't. So, I'm very glad that you are sort of tracking that. I do feel like that's almost like terrible timing of we're shifting to this model knowing that our population highly rely on Medicaid. So, I do think, city manager, that this is yet another one of those things that we have to be very clear about what the big betrayal bill will be doing to our communities. And you don't have to frame it that way, I will, but I do just want to note that it's important. I think it's really important that you added it on here as a potential risk to be aware of in the future. Then I'm curious in terms of the fines that you talked about that were accumulated, are those going to be paid? Have they been paid? What will happen with those?

Chief Daniels said so, we were in discussion for I would say quite some time. I look at Brad just to see what his reaction was going to be, but we were in discussion. We have been able to reconcile that amicably with AMR. So, they did bill us for the remainder of their year one. We've processed that we had a PO in place. We've processed what that payment would be to them. Total for the year one it was pretty I want to say just over $180,000. Oh, 133, that has been processed, and they should be receiving that payment and we'll be able to close it out and whatever money in remaining goes back to the county because that was that initial 3 million they provided was part of their indigent fund reserves. So, we want to work to get them their that funding back as quick as possible. Under the current agreement, the contract will end

September 20th. We will at that point be able to completely close out with AMR and every bit of money that the county has paid for out of the indigent fund should be able to go back minus whatever AMR receives in the form of their billing.

Councilor Bencomo said you talked about two additional providers that are seeking certificates. Can you talk about who they are or that's ok if not, I'm just curious.
Chief Daniels said yes, I can. One of them is a local company called EP Medical Transport and the other is Elite Medical Transport who already operates interfacility throughout the state. They have several bases and all of this is public record on the DOT. With regard to some of these specific I will have to defer to Brad, but those are the two providers who I believe we will see awarded by the DOT certificates and the capacity to transport.

Councilor Bencomo asked and they are private providers?

Chief Daniels said they are private providers.

Councilor Bencomo asked how does that work in the 911 system then? So, in the new model, how will that work? You tell me.

Chief Daniels said yes, so right now in the 911 system, they would not be a part of the 911 system. We would call upon them if we had a mass casualty incident or through whatever agreed upon mutual aid process that we have for those two providers and we've been very specific with them that we believe anybody who is a private provider in Dona Ana County should be a part of a mass casualty agreement if we have that and they've both been very willing to be a part of that. So, to the point one of them's even sent us a draft MOU of what they use in other areas. So, they're working with us to create a model that has that. And also, AMR has agreed that they would continue to be part of the 911 backup system since they already have the infrastructure within that. So, every one of the private providers is on board with continuing to be or to be a partner with our local response entities as well.

Councilor Bencomo said I understand. So, the backup, they're part of the backup only if you call them. So, 911 wouldn't dispatch them?

Chief Daniels said that's correct, 911 would not dispatch them. If we ran into a situation where we just had a really rough series of calls that has all of our units and our immediate backup tied up, then we would contact them as our next in response entity.

Councilor Bencomo asked do we have any maybe this for the city manager, if there are any additional budget requests or needs at this moment as we shift and transition? Either one, I guess you can answer it too, yes.

Chief Daniels said I expect that there is going to be. We're currently finalizing what those numbers would look like in the form of we have an idea of how many positions we're expecting that we would need twelve positions for the peak hour units which are single role providers. We're like I said we're working with our union and our labor

management on what that looks like where I believe we are in agreement on what that would look like. We just have to go through the formality or the formal process of getting that situated and going through the position request forms and then the additional resources. We know we need four ambulances. We expect to receive some funding for up to two of those ambulances and we will likely be requesting either through ICIP or through other avenues to get the other two to see what we can do with regard to that.

Councilor Flores said thank you so much for your fast work on this, just really moved beautifully. I was pleasantly surprised to see that AMR would no longer be working with our fire department I read it in the Las Cruces, you know, the newspaper. Was it the Bulletin? It was the Bulletin. Okay whatever, but I read it and I was very pleased because I remember how contentious it was when the and he's still the head of, Joanquin something, the head of AMR and it wasn't nice. So, I really, I want to congratulate you for doing this so smoothly and I just hope though that it really materializes. It just somehow it was difficult for me to follow how the funding would be coming in to support prompt service for our community. I want to thank you very much for all of that and thank you Brad for working with the chief to finalize all this and thank you.

Councilor Corran said I just wanted to thank you and echo a lot of what my colleagues have said. Thank you all for the long work that I know you have put into it. I remember the conversations about this back in the day when we were talking about the certificates in the TSI committee. So, I know that you all have been working on this really diligently and I just wanted to echo, you know, as new budget needs come up, I hope that you'll, you know, really make sure that we know about them and understand the content, like this gives us a lot of really powerful context to make sure that those things are included in our budget conversations. I am going to get a little nerdy public health for a minute. This is my field in public health and also I really appreciate your extraordinary diplomacy, Chief Daniels, in talking about these things, again that's I know that you all are really extraordinary collaborators with the community, but I'm just going to talk a little bit about the triangle of healthcare in America that we have cost, access and quality and those are the three things. Any change to one of those variables can dramatically affect the other two. This is my nerdy public health pitch, when everything is focused on cost, and I think I'm just going to lay this out there, as I think is known, AMR is part of a private equity owned corporate entity, I think the things that I've heard are not that the folks who work for AMR aren't great, but that it's really that they're like being paid wages that are inappropriate, asked to work hours that are also inappropriate. I just want to point out that in our system the fire department provides extraordinarily high-quality service, and it is the single thing that I hear most commonly about in my position that the city does so well that residents trust enormously. I'm so proud that you all are seeing that you're the best at this and taking that on. Also, I want to acknowledge that this is a function, and you didn't necessarily mention it but part of this is also has a lot to do with I would argue the fire department doing healthcare is taking away from some of your other essential duties. I think fire being one of those and I just want to sort of articulate what it means when a system that is focused on keeping costs as low as possible and I would add to this things like nursing homes, things like well in particular nursing homes, assisted living facilities that are also oriented toward keeping costs at a minimum. They

disproportionately impact public benefits, public systems like the 911 system, like the transport system of how do people get from one place to another and so I just want to sort of appreciate you and the city for thinking about this as our focus is quality and access and, in that triangle, we're going to do those things the best. I think I just really want to appreciate that I have absolute faith that you will do this. I commit to us making sure that we do everything we can to enable it. So, cost, access, quality in case you guys wonder, it's a triangle. Public health lesson ended. I do think just talking about, you alluded to it very briefly 2026 I would guess it's estimated that between 12 and probably 25% of people in our community will immediately lose at that time people will lose health care completely and that will make us mean that we're struggling to fill that gap as far as reimbursement goes. So I would also like to ask that we really consider because a 12 to 25% hit to $3 million in terms of reimbursements is a substantial amount of money and so I hope that we can keep that in our conversation and not affect the access component that we're providing fundamentally at this but acknowledging that that's going to be a definite at best 12% but again potentially up to 25% of people will not be able to have that reimbursement anymore. So, sorry I just wanted to elevate that part too.

Mayor Enriquez said You know it was asked about the 911 with the private, what about the interfacility transports? How are those going to be handled?

Chief Daniels said the interfacility transports right now, our first transition meeting is scheduled for this coming Wednesday and because we don't know how the DOT is going to rule on the other two providers, generally when they're not tied together, the facilities will have the ability to contact the individual providers and really work with those providers, the IFT providers on the private side to set up the most appropriate time for their patients transfer and when it aligns, that's kind of the value of having multiple providers in the system. One of the issues or one of the areas, and we've contested to it when you only have a sole provider, and you have a mixed system where interfacility units are being also used for the 911 system or 911 system units are being used for interfacilities. One of the concerns is that you're going to have a 911 unit, and a private provider tied up on the same interfacility transfer request and then it creates inefficiencies in the 911 system. What we believe is that we will be able to work with the providers so that they can work that out and then educate the facilities that if they have them set up, they need to call and cancel in a timely manner so they're not burdening the rest of the interfacility system, but that's something that in speaking with the leadership of all the providers, they're all willing to continue to get at the table. We intend on continuing. So, for the first time in this system's history, to my knowledge last year we started an interfacility stakeholder meeting where we invite all the facilities to just listen to any roadblocks, bottlenecks, things that are bothering them about the interfacility transfer system and we hope to continue that. We started that with AMR, we hope to continue that with any of the entities that are a part of the system because we believe we still have a responsibility to the system at large and just because we're not enforcing that side in the form of a contract, we don't want to lose sight of what is going on in the system at large. So, we want to maintain situational awareness because well, as I stated in my presentation, we believe that backlogs into the interfacility system will trickle down and affect the 911 systems negatively. So, we want to make sure that we have effectiveness in all areas and we're not sacrificing one for the other.

Mayor Enriquez said and the other thing is I'm glad to hear that AMR is still willing to work, get their certificate and be of service, not being a contract position, but being of service to help with the 911 and the interfacility calls as well. So that's good news, that's good to hear that they're willing to work in this community. I know you know this as well as I do and just want to share with the rest is that you know part of that two tier why we got away from that was because of the membership of Las Cruces fire that started as EMTs and then went to intermediate at the time now they're AEMTs and then to paramedic. Individuals like DC Heck, you know DC or battalion chief Mouchette that came into the department as paramedics and led the way and were the pioneers that others followed. I know the dilemma is they all get promoted, you know that's the thing, all the paramedics get promoted, right? Because you aspire to that highest level and it's a reflection and at one point in 2018 AMR had 32 paramedics, Las Cruces fire had 42 or 45. That's why the investment, that's why the two-tier went away. We had the resources, we had the personnel, we were providing the quality, and we had the access as Councilor Corran educated us and so that's what it's about and that's what we continue to do. So, thank you and keep up the good work and we're here to support you.

Chief Daniels said to add to your fun fact, right, in 2002 when Deputy Chief Heck got into the department, he was one of three paramedics in our department and today we are to your point the largest employer of paramedics in Dona Ana County. We have 60 plus we have three people currently in paramedic school and another three identified to start in August. So, we're continuing to build upon that.

Councilor Mattiace asked if I may ask, Chief, just for the public to understand, could you just name a few of the stakeholders that call the ambulance services? Is that the hospitals and maybe the public would just appreciate that.

Chief Daniels said yes, so when I talk about our facilities stakeholders, I'm speaking to our urgent cares, any one of our nursing homes within the city, any of our advanced care areas. Even the hospitals are part of the transfer system, whether they're transferring between local hospitals or they're transferring to El Paso to a higher level of care or they're transferring people home to discharge them from the floor so they can get to their home and either in home health care or in the care of their families. Also, our hospice agencies in town are also part of the interfacility transfer system. So, most of the time it's a lot broader than one can imagine. Most of the time we think it's these short trips, but it's dialysis clinics. It's any entity in our area who either transfers patients who need to be on a gurney home or in between facilities are affected by this.

5. ADJOURNMENT

5.1

Councilor Johana Bencomo moved, seconded by Councilor Yvonne Flores, to adjourn at 2:45 p.m.

RESULT:	**Carried**
MOVER:	Councilor Johana Bencomo

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

Mayor

City Clerk

26-016

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		**Adopted:**	August 4, 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 GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET AND FY2026 VEHICLE ACQUISITION LIST.**

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

PURPOSE(S) OF ACTION:

To accept grant awards and amend the FY26 budget and FY26 Vehicle Acquisition List.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

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

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

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

SUPPORT INFORMATION:

Exhibit "A" - Fund Summary
Exhibit "B" - Vehicle Aquisition List
Attachment "A" - Grant Listing
Attachment "B" - CMO - Homelessness and Behavioral Health Survey Fully Executed Agreement V2
Attachment "C" - FD - Dona Ana County Public Safety Grant - fully executed
Attachment "D" - HNS - LTTF (Amador Crossing) Fully Executed Agreement
Attachment "E" - HNS - TCAP (Amador Crossing) Fully Executed Agreement
Attachment "F" - LRU - FY26 NMTD Sponsorship Skyfiesta Fully Executed Agreement
Attachment "G" - PW - E Madrid 25-J4123 Reauthorization C1213003 Fully Executed Agreement
Attachment "H" - QOL - NASA Universe of Learning Fully Executed Agreement
Attachment "I" - VLC - FY26 NMTD Coop mktg Agreement fully executed

PLAN(S):
Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

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

Funding Source(s):
Various

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

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

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

OPTIONS / ALTERNATIVES:
1. Vote "Yes"; this will approve the Resolution to accept the grant awards as presented and amend the City's FY2026 Budget and Vehicle Acquisition List.
2. Vote "No"; this will not approve the Resolution to accept the grant awards as presented and amend the City's FY2026 Budget and Vehicle Acquisition List.
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 26-016

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.

The City Council is informed that:

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

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

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

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

(I)

THAT the City hereby amends the FY2026 City Budget and accepts all grant awards as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, are hereby approved.

(II)

THAT the FY2026 Vehicle Acquisition List, is hereby amended as outlined in Exhibit "B", attached hereto and made part of this Resolution, are hereby approved.

(III)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	2100 SPECIAL REVENUE REIMB GRANTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 249,231	0	0	249,231
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	4,000	0	4,000
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	182,000	182,000	0	182,000
Federal Grants	9,229,523	9,229,523	5,000	9,234,523
State Grants	4,573,536	4,948,536	400,000	5,348,536
Local Grants	0	0	800,000	800,000
Debt Service	0	0	0	0
Total Revenues	**13,985,059**	**14,364,059**	**1,205,000**	**15,569,059**
TOTAL RESOURCES	**$ 14,234,290**	**14,364,059**	**1,205,000**	**15,818,290**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	5,768,725	5,768,725	350,000	6,118,725
Legal	0	0	0	0
Las Cruces Police Department	1,581,852	1,960,852	0	1,960,852
Las Cruces Fire Department	568,628	568,628	800,000	1,368,628
Utilities	194,431	194,431	0	194,431
Economic Development	2,869,028	2,869,028	0	2,869,028
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	144,821	144,821	0	144,821
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	512,695	512,695	50,000	562,695
Parks & Recreation	446,219	446,219	0	446,219
Community Development	400,000	400,000	0	400,000
Quality of Life	1,447,022	1,447,022	5,000	1,452,022
Public Works	51,638	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 13,985,059**	**14,364,059**	**1,205,000**	**15,569,059**
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	**$ 249,231**	**0**	**0**	**249,231**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	2710 CONVENTION & VISITORS BUREAU 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 4,116,448	0	0	4,116,448
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	3,000,000	3,000,000	0	3,000,000
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	6,500	6,500	0	6,500
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	500	500	0	500
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**3,007,000**	**3,007,000**	**0**	**3,007,000**
TOTAL RESOURCES	**$ 7,123,448**	**3,007,000**	**0**	**7,123,448**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	3,169,308	3,169,308	54,580	3,223,888
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 3,169,308**	**3,169,308**	**54,580**	**3,223,888**
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	**$ 3,954,140**	**(162,308)**	**(54,580)**	**3,899,560**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	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	5,145,394	1,118,524	6,263,918
State Grants	21,868,273	22,719,273	1,227,069	23,946,342
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**25,601,563**	**27,864,667**	**2,345,593**	**30,210,260**
TOTAL RESOURCES	**$ 25,601,563**	**27,864,667**	**2,345,593**	**30,210,260**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	6,212,832	6,212,832	2,040,054	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	1,710,644	0	1,710,644
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	14,684,403	305,539	14,989,942
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 25,601,563**	**27,788,603**	**2,345,593**	**30,134,196**
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**	**76,064**	**0**	**76,064**

Exhibit "A"

CITY OF LAS CRUCES

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5010 AIRPORT 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 567,046	0	0	567,046
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	71,400	71,400	0	71,400
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	109,754	109,754	0	109,754
Federal Grants	246,480	246,480	0	246,480
State Grants	3,595,422	3,595,422	1,000,000	4,595,422
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**4,023,056**	**4,023,056**	**1,000,000**	**5,023,056**
TOTAL RESOURCES	**$ 4,590,102**	**4,023,056**	**1,000,000**	**5,590,102**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	5,298,483	5,298,483	1,000,000	6,298,483
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 5,298,483**	**5,298,483**	**1,000,000**	**6,298,483**
Other Resources				
Operating Transfers In	713,000	713,000	0	713,000
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 713,000**	**713,000**	**0**	**713,000**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 4,619**	**(562,427)**	**0**	**4,619**

FY 2026 VRA

Department/Line of Business	Inventory Number	Existing Model	Replacement Model	Estimated Replacement Cost	Funding By Source: VAF Program Fund	Utilities Funding	Other Sources (Grant, Lease, Debt)
300-CITY MANAGER							
0430-HOUSING NEIGHBOR HOOD SERVICES	28011	Dodge Ram 3500	Ford Cargo Van	$65,000	$0	$0	$65,000
			Total 300-CITY MANAGER	**$65,000**	**$0**	**$0**	**$65,000**
320-POLICE							
0232-PUBLIC SAFETY	32179	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32212	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32250	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32251	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32253	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32255	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32258	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32265	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0432-COMMUNITY OUTREACH	New	New	FORD F150	$76,800	$76,800	$0	$0
			Total 320-POLICE	**$772,800**	**$772,800**	**$0**	**$0**
330-FIRE & EMERGENCY							
0133-ADMINISTRATIVE-FD	New	New	Wheeled Coach Type I Ambulance	$392,000	$0	$0	$392,000
0133-ADMINISTRATIVE-FD	New	New	Wheeled Coach Type I Ambulance	$392,000	$0	$0	$392,000
0133-ADMINISTRATIVE-FD	New	New	Wheeled Coach Type I Ambulance	$392,000	$0	$0	$392,000
0133-ADMINISTRATIVE-FD	31837	Ford Taurus	Ford Maverick	$36,000	$36,000	$0	$0
0133-ADMINISTRATIVE-FD	31843	Ford F150	Ford F150	$55,000	$55,000	$0	$0
			Total 330-FIRE & EMERGENCY SERVICES	**$1,267,000**	**$91,000**	**$0**	**$1,176,000**
340-UTILITIES							
0234-NATURAL GAS & ENERGY OP MAINT	31842	Ford F-150	Ford F-150	$56,000	$0	$56,000	$0
0234-NATURAL GAS & ENERGY OP MAINT	32782	Ford F-150	Ford F-250	$66,000	$0	$66,000	$0

	0334-WATER OPERATION & MAINTENANCE	32299	Ford F-250	Ford F-250	$66,000	$0	$66,000	$0
	0434-WASTEWATER OPERATION & MAINTEN	32423	Ford F-250	Ford F-250	$66,000	$0	$66,000	$0
	0534-SOLID WASTE COLLECTIONS	New	New	Freightliner GS Products ASL	$233,200	$0	$233,200	$0
	0534-SOLID WASTE COLLECTIONS	New	New	Peterbilt 520 Wittke FEL	$390,800	$0	$390,800	$0
	0534-SOLID WASTE COLLECTIONS	31889	Ford F-750 Container Truc	Frieghtliner Container Truck	$161,100	$0	$161,100	$0
	0534-SOLID WASTE COLLECTIONS	32304	Peterbilt Roll Off Truck	Peterbilt Roll Off Truck	$239,100	$0	$239,100	$0
	0534-SOLID WASTE COLLECTIONS	32340	Bandit 2680 Beast	Vermeer HG4000	$607,600	$0	$607,600	$0
	0534-SOLID WASTE COLLECTIONS	32774	Peterbilt 320 Front Loader	Peterbilt 520 Front Loader	$390,800	$0	$390,800	$0
	0634-MGMT OF INFORMATION SYSTEMS	New	New	Ford F-150 4x4	$56,000	$0	$56,000	$0
	0634-MGMT OF INFORMATION SYSTEMS	32254	Ford F-150	Ford F-150	$64,000	$0	$64,000	$0
	0934-REGULATORY COMPLIANCE & TRAINI	New	New	Ford Ford Escape	$44,000	$0	$44,000	$0
	1034-TECHNICAL SUPPORT	32416	Ford F-150	Ford F-150	$71,000	$0	$71,000	$0
	1034-TECHNICAL SUPPORT	33094	Ford F-150	Ford F-150	$71,000	$0	$71,000	$0
				Total 340-UTILITIES	**$2,582,600**	**$0**	**$2,582,600**	**$0**
450-PARKS & RECREATION								
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	31018	Ford F150	No No	$55,000	$55,000	$0	$0
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	31103	Ford f150 ext cab	ford f150 crew cab	$55,000	$55,000	$0	$0
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	31347	Ford F150	No No	$55,000	$55,000	$0	$0
				Total 450-PARKS & RECREATION	**$165,000**	**$165,000**	**$0**	**$0**

480-PUBLIC WORKS								
	0248-PUBLIC INFRASTRUCTURE	31077	Ford F150	Ford F150	$55,000	$55,000	$0	$0
	0448-OPERATIONS AND MAINTENANCE	New	New	Mack Granite Mack MP7	$380,000	$0	$0	$380,000
	0448-OPERATIONS AND MAINTENANCE	33125	JOHNSTON RT 655	ELGIN BROOMBEAR	$416,331	$0	$0	$416,331
	0448-OPERATIONS AND MAINTENANCE	33267	JOHNSTON 4400	ELGIN BROOMBEAR	$416,331	$0	$0	$416,331
				Total 480-PUBLIC WORKS	**$1,267,662**	**$55,000**	**$0**	**$1,212,662**
500-ASSISTANT CITY								
	0250-ROADRUNNER TRANSIT	28734	Gillig Heavy Duty Bus	BYD Electric Bus	$1,200,000	$0	$0	$1,200,000
	0250-ROADRUNNER TRANSIT	28737	Gillig Heavy Duty Bus	BYD Electric Bus	$1,200,000	$0	$0	$1,200,000
	0250-ROADRUNNER TRANSIT	28739	Gillig Heavy Duty Bus	BYD Electric Bus	$1,200,000	$0	$0	$1,200,000
	0250-ROADRUNNER TRANSIT	31569	Gillig Heavy Duty Bus	BYD Electric Bus	$1,200,000	$0	$0	$1,200,000
	0250-ROADRUNNER TRANSIT	31747	Dodge Caravan	Ford Maverick Hybrid	$40,000	$0	$0	$40,000
				Total 500-ASSISTANT CITY MANAGER'S OFFIC	**$4,840,000**	**$0**	**$0**	**$4,840,000**
540-QUALITY OF LIFE								
	0354-SENIOR PROGRAMS	32127	Ford F150	Ford F150	$88,600	$88,600	$0	$0
	0354-SENIOR PROGRAMS	32365	Ford F150	Ford F150	$88,600	$88,600	$0	$0
				Total 540-QUALITY OF LIFE	**$177,200**	**$177,200**	**$0**	**$0**
900-ANIMAL SERVICES								
	9000-ANIMAL SERVICES CENTER A&G	32239	Ford Transit Cargo Van	Ford Transit Cargo Van	$51,000	$0	$0	$51,000
				Total 900-ANIMAL SERVICES CENTER	**$51,000**	**$0**	**$0**	**$51,000**
				Total VRA By Funding Source	**$11,188,262**	**$1,261,000**	**$2,582,600**	**$7,344,662**

CITY OF LAS CRUCES

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

Today's Date: 07/16/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 350,000.00
Council Budget Adjustment Date: 08/04/2025
Grant Agreement #: 25-341-3000-00002
ALN/CFDA#:
Grant Effective Date: 06/16/2025
Grant Reversion Date: 06/16/2026
Funding Agency: Department of Finance and Administration (DFA)

PROJECT INFORMATION

Grant Project Title: Homelessness and Behavioral Health Survey
Type of Funding: State Operating
Type of Grant: Non-Competitive
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: 0

City Fiscal Year: FY2026
Funder Fiscal Year: FY2026

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

Alongside partners, citywide advisory groups, data and analyst team, the proposed contracted professional will oversee the development of a strategic plan for the City for Homelessness and Behavioral Health.

DEPARTMENT INFORMATION

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

Line of Business: 0130
Program: 0130A
Project Manager: SERGIO RUIZ
Phone: 575-541-2181
Email: sruiz@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)

EXP: 2100-20130081-721080-26002
REV: 2100-20130081-599200-26002

Reimbursable Grant: ☑ **Revenue Collected in Advance:** ☐

Date to Accounting:
Project Number: 26002
Project Created By: JOSIE TREVINO
Set-Up Date: 7/21/25
Accounting Comments: USED SAME SEGMENTS AS POLICY ANALYST WHO WILL HANDLE THIS GRANT PER GRANT/HNS MEETING 07/21/25

CITY OF LAS CRUCES

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

Today's Date: 07/18/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 800,000.00
Council Budget Adjustment Date: 08/04/2025
Grant Agreement #:
ALN/CFDA#:
Grant Effective Date: 07/16/2025
Grant Reversion Date: 06/30/2026
Funding Agency: Dona Ana County

PROJECT INFORMATION

Grant Project Title: 2 Ambulances- Dona Ana County
Type of Funding: Local
Type of Grant: Non-Competitive
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio:

City Fiscal Year: FY2026
Funder Fiscal Year: FY2026

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)
Dona Ana County will provide funds for the purchase for 2 of 4 ambulances needed for the Fire Department.

DEPARTMENT INFORMATION

Implementation Dept: 330- Fire
User Dept: SELECT

Line of Business: Fire Department
Program: Fire Department
Project Manager: Michael Daniels
Phone: 575-528-4074
Email: mdaniels@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	2100-20133005-599300
Expense	2100-20133005-807000
Revenue	2100-20133005-291000

Accounts rev by gmp 07/22/2025 per Acctg note below

Reimbursable Grant: ☐ **Revenue Collected in Advance:** ☑

Date to Accounting:
Project Number: 26911
Project Created By:
Set-Up Date:
Accounting Comments: STRUNG to Fund 2100- 20133005

CITY OF LAS CRUCES

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

Today's Date: 07/16/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 921,530.00
Council Budget Adjustment Date: 08/04/2025
Grant Agreement #: LTTF-25001
ALN/CFDA#:
Grant Effective Date: 06/12/2025
Grant Reversion Date: 04/30/2027
Funding Agency: New Mexico Mortgage Finance Authority (NM MFA)

PROJECT INFORMATION

Grant Project Title: Land Title Trust Fund (LTTF) - Amador Crossing Apartments
Type of Funding: State Capital
Type of Grant: Non-Competitive
Match Description: No Match Required-Provided
Match Amount:
Match Percent/Ratio:

City Fiscal Year: FY2026
Funder Fiscal Year: FY2026

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

This LTTF Funding was awarded for the development and construction of the Amador Crossing Apartments. The 50-unit project shall be constructed/completed by 04/30/2027.

DEPARTMENT INFORMATION

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

Line of Business: Housing & Neighborhood Services
Program: Housing & Neighborhood Services
Project Manager: Natalie Green
Phone: 575-528-3086
Email: ngreen@lascruces.org

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)

REV: 4100-40430001-599200 - $921,530
REV: 41000-0430001-299100
EXP: 4100-40430001-804000 - $921,530

Reimbursable Grant: ☐ **Revenue Collected in Advance:** ☑

Date to Accounting:
Project Number: 25001
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 07/16/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 1,118,524.00
Council Budget Adjustment Date: 08/04/2025
Grant Agreement #: TCAP-25007
ALN/CFDA#:
Grant Effective Date: 06/12/2025
Grant Reversion Date: 10/01/2026
Funding Agency: New Mexico Mortgage Finance Authority (NM MFA)

PROJECT INFORMATION

Grant Project Title: Tax Credit Assistance Program (TCAP)- HUD TCAP
Type of Funding: Federal Passthrough to State
Type of Grant: Non-Competitive
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: 0

City Fiscal Year: FY2026
Funder Fiscal Year: FFY2025

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

This TCAP is HUD funding for capital investment in Low Income Housing Tax Credit (LIHTC) projects. Funding is for the development and construction of the Amador Crossing Apartments. The 50-unit project shall be constructed/completed by 04/30/2027

DEPARTMENT INFORMATION

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

Line of Business: Housing & Neighborhood Services
Program: Housing & Neighborhood Services
Project Manager: Natalie Green
Phone: 575-528-3086
Email: ngreen@lascruces.org

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)

REV: 4100-40430001-599100 - $1,118,534
EXP: 4100-40430001-804000 - $1,118,524

Reimbursable Grant: ☐ **Revenue Collected in Advance:** ☑

Date to Accounting:
Project Number: 2604A
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 07/17/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 1,000,000.00
Council Budget Adjustment Date: 08/04/2025
Grant Agreement #:
ALN/CFDA#:
Grant Effective Date: 07/02/2025
Grant Reversion Date: 06/30/2026
Funding Agency: New Mexico Tourism Department

PROJECT INFORMATION

Grant Project Title: New Mexico Tourism Department- Tourism Agreement (Skyfiesta)
Type of Funding: State Operating
Type of Grant: Non-Competitive
Match Description: No Match Required-Provided
Match Amount:
Match Percent/Ratio:

City Fiscal Year: FY2026
Funder Fiscal Year: FY2026

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

This is a sponsorship from the New Mexico Tourism Department for the City of Las Cruces Skyfiesta in October 2025.

DEPARTMENT INFORMATION

Implementation Dept: 400- ACM (JC Borrego)
User Dept: SELECT

Line of Business: Airport
Program: Airport
Project Manager: Andy Hume
Phone: 575-541-2473
Email: ahume@lascruces.gov

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

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

ACCOUNT STRINGS:

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

REV: 5010-5010-599200 - ($1,000,000)
REV: 5010-5010-291000
EXP: 5010-50140002-601112 - $
EXP: 5010-50140002-701000 - $
EXP: 5010-50140002-721080 - $

Reimbursable Grant: ☐ **Revenue Collected in Advance:** ☑

Date to Accounting:
Project Number: 26308
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 07/16/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 400,000.00
Council Budget Adjustment Date: 08/04/2025
Grant Agreement #: C1213003
ALN/CFDA#:
Grant Effective Date: 06/18/2025
Grant Reversion Date: 06/30/2027
Funding Agency: New Mexico Department of Transportation- NMDOT

PROJECT INFORMATION

Grant Project Title: Appropriation ID J4123 - E Madrid Ave
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: 0

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

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

Acquire rights of way to plan, design, and construct extensions, including utility and flood control infrastructure on E Madrid Ave in Las Cruces. This appropriation is a reauthorization of grant 21-F3003 NMDOT Control Number C1213003 (unchanged) extending the reversion date from 6/30/2025 to 6/30/2027

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: SELECT

Line of Business: 0255-Public Infrastructure
Program: 0255A-Engineering and Surveying
Project Manager: Maria McGill
Phone: 575-541-2009
Email: mmcgill@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)

REV:4100-40248001-599200 - $305,538.72
EXP:4100-40248001-802000- $305,538.72

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

Reimbursable Grant: ☑ **Revenue Collected in Advance:** ☐

Date to Accounting:
Project Number: 12078
Project Created By:
Set-Up Date:
Accounting Comments: SAME PROJECT NUMBER- THIS IS AN EXTENSION OF THE REVERSION DATE. SCOPE OF WORK, FUNDING IS THE SAME.

CITY OF LAS CRUCES

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

Today's Date: 07/16/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 5,000.00
Council Budget Adjustment Date: 08/04/2025
Grant Agreement #: 25-PO-610-0000517270
ALN/CFDA#:
Grant Effective Date: 11/07/2024
Grant Reversion Date: 11/07/2025
Funding Agency: Smithsonian Institute (Smithsonian Affiliations)

PROJECT INFORMATION

Grant Project Title: NASA Universe of Learning
Type of Funding: Foundation
Type of Grant: Competitive
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: 0

City Fiscal Year: FY2025
Funder Fiscal Year: FY2025

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

This grant will fund development of activities for neuro-divergent youth who visit for our museums.

DEPARTMENT INFORMATION

Implementation Dept: 540- Quality of Life
User Dept: SELECT

Line of Business: 0454- Museums
Program: 0454B- Museums Education
Project Manager: Mina Stafford
Phone: 575-541-2160
Email: mstafford@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)

REV: 2100 20454002 599100 - $5,000.00
EXP: 2100 20454002 601050 - $3,000.00
2100 20454002 701000 - $1,500.00
2100 20454002 701060 - $500.00

Reimbursable Grant: ☐ **Revenue Collected in Advance:** ☐

Date to Accounting:
Project Number: 26977
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 07/17/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 50,000.00
Council Budget Adjustment Date: 08/04/2025
Grant Agreement #: 26-418-1003001000-44
ALN/CFDA#:
Grant Effective Date: 07/01/2025
Grant Reversion Date: 06/30/2026
Funding Agency: New Mexico Tourism Department

PROJECT INFORMATION

Grant Project Title: New Mexico True Marketing Cooperative agreement
Type of Funding: State Operating
Type of Grant: Entitlement Recurring
Match Description: Local Cash Match
Match Amount: $ 54,580.00
Match Percent/Ratio: 2:1

City Fiscal Year: FY2026
Funder Fiscal Year: FY2026

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

This funding will provide additional resources for Visit Las Cruces' Marketing and advertising initiatives aimed at increasing tourism in Las Cruces. The City will receive $109,160 in advertising value from NM True.

DEPARTMENT INFORMATION

Implementation Dept: 500- ACM (Sonya Delgado)
User Dept: SELECT

Line of Business: Visit Las Cruces
Program: Visit Las Cruces
Project Manager: Lorena Lozano
Phone: 575-541-2361
Email: lolozano@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)

REV:20150015-599200 - $50,000.00
EXP: 20150015-701040 - $50,000.00
MATCH: 20150005-701040 - $54,580 (using fund balance)

Reimbursable Grant: ☑ **Revenue Collected in Advance:** ☐

Date to Accounting:
Project Number: 26057
Project Created By: JOSIE TREVINO
Set-Up Date: 7/21/25
Accounting Comments: FOLLOWED PRIOR YEAR'S GRANT 25057,24057

Agreement No. 25-341-3000-00002

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
INTERGOVERNMENTAL AGREEMENT
AGREEMENT No. 25-341-3000-00002

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is effective on the date executed by the **Department of Finance and Administration** ("**Effective Date**") and is made and entered into by and between the State of New Mexico, Department of Finance and Administration ("**DFA**") and **City of Las Cruces** ("**Contractor**") (individually "**Party**" and collectively "**Parties**").

WITNESSETH

WHEREAS, DFA is an agency of the State of New Mexico, created under § 9-6-3 NMSA 1978; and

WHEREAS, Contractor is a public body politic and corporate, separate and apart from the State, created under, § 3-1-5 (G), NMSA 1978, § 13-1-67 NMSA 1978 and §13-18-1 NMSA 1978;

WHEREAS, Contractor holds the technical expertise and capacity to perform services necessary to administer an appropriation assigned to DFA; and

WHEREAS, DFA is retaining the Contractor to provide its skill and expertise in homelessness through data-driven planning and stakeholder collaboration;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following terms:

1. **Scope of Work.**

The Contractor shall perform the Scope of Work attached as "**Exhibit A.**" The Parties agree that DFA, in accordance with the total annual budget stated herein, and after consultation and acceptance by Contractor, require Contractor to fund specific activities and/or programs identified in **Exhibit A** at levels deemed appropriate by DFA. The Parties agree that **Exhibit A** may be updated and amended from time to time to incorporate any exercise of DFA's discretion identified above without the need for formal amendment of this Agreement.

2. **Compensation.**

a. DFA shall pay Contractor the specific costs tied to services satisfactorily completed pursuant to **Exhibit A.** The total budget amount payable under this Agreement shall not exceed Three Hundred Fifty Thousand Dollars and Zero Cents (**$350.000.00**). This amount is a maximum and not a guarantee that work assigned to be performed under this Agreement shall equal the amount stated herein.

b. The Parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying DFA when the services provided under this Agreement reach the total compensation amount. In no event will Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

c. Payment beyond FY26 is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by DFA no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

d. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If DFA finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from Contractor that payment is requested, it shall provide Contractor a letter of exception explaining the defect or objection to the services and outlining steps Contractor may take to provide remedial action. Upon certification by DFA that the services have been received and accepted, payment shall be tendered to Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, DFA shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

This Agreement shall be effective upon complete execution of the Parties and continue, unless otherwise terminated hereunder, through **one year from date of execution**], with the option to extend this Agreement for three (3) additional one-year terms, as determined by DFA, and subject to the mutual agreement of the Parties. In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150. Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to DFA.

4. **Termination.**

a. Grounds. DFA may terminate this Agreement for convenience or cause.

b. Contractor may terminate this Agreement based upon DFA's uncured, material breach of this Agreement or with ninety (90) days' written notice to DFA.

c. Notice Agency Opportunity to Cure.

i. Except as otherwise provided in Paragraph (4)(c)(3), the DFA shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

ii. Contractor shall give DFA written notice of termination at least thirty (30) days prior to the intended date of termination for uncured material breaches, which notice shall (i) identify all the DFA's material breaches of this Agreement upon which the termination is based and (ii) state what DFA must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if DFA does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the DFA does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach.

iii. In all other instances, Contractor shall give DFA written notice of termination at least ninety (90) days prior to the intended date of termination.

iv. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor(i) if Contractor becomes unable to perform the services contracted for, as determined by DFA; or (ii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations," of this Agreement.

d. Liability. Except as otherwise expressly allowed or provided under this Agreement, DFA's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination, provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE DFA'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

e. Termination Management. Immediately upon receipt by either of the Parties of notice of termination of this Agreement, Contractor shall:

i. not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without written approval of DFA;

ii. comply with all directives issued by DFA in the notice of termination as to the performance of work under this Agreement; and

iii. take such action as DFA shall direct for the protection, preservation, retention, or transfer of all property titled to DFA and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become the property of DFA upon termination and shall be submitted to the agency as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If the Legislature does not make sufficient appropriations and authorization, this Agreement shall terminate immediately upon written notice being given by DFA. Contractor shall accept DFA's decision as to whether sufficient appropriations are available and shall be final. If DFA proposes an amendment to the Agreement to reduce funding unilaterally, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

6. **Assignment.**

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of DFA.

7. **Subcontracting.**

Contractor may subcontract any portion of the services to be performed under this Agreement without the DFA's prior written approval. No such subcontract shall relieve Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from DFA.

8. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of DFA, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. **Confidentiality.**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of DFA, except as required by Contractor's Requests to Inspect Documents Policy or to NMSA 1978, Chapter 14, Article 2, Inspection of Public Records Act.

10. **Product of Service -- Copyright.**

All materials developed or acquired by Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to DFA no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of Contractor.

11. **Conflict of Interest; Governmental Conduct Act.**

a. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance or services required under the Agreement.

b. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing,

c. Contractor specifically represents and warrants that:

i. in accordance with NMSA 1978, § 10-16-4.3, Contractor does not employ, has not employed, and will not employ during the term of this Agreement any DFA employee while such employee was or is employed by DFA and participating directly or indirectly in DFA's contracting process;

ii. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) Contractor is not a public officer or employee of the State; (ii) Contractor is not a member of the family of a public officer or employee of the State; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A).

iii. in accordance with NMSA 1978, § 10-16-8(A), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the DFA's making this Agreement;

iv. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) Contractor is not a legislator; (ii) Contractor is not a member of a legislator's family; (iii) Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

v. in accordance with NMSA 1978, § 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications, or evaluation criteria for this Agreement or any procurement related to this Agreement; and

vi. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of DFA.

d. Contractor's representations and warranties in Paragraphs A and B of this Article 11 are material representations of fact upon which DFA relied when the Parties entered into this Agreement. Contractor shall provide immediate written notice to DFA if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 11 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 11 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to DFA and notwithstanding anything in the Agreement to the contrary, DFA may immediately terminate the Agreement.

e. All terms defined in the Governmental Conduct Act have the same meaning in Article 11(B).

12. Required Federal Provisions.

To the extent any funding provided to Contractor is received from the Federal Government, contractor agrees to comply with the following requirements:

a. Lobbying. Contractor shall not use funds from this agreement to conduct lobbying activities or hire lobbyists at any government level, as defined by the Lobbyist Regulation Act, NMSA 1978, § 2-11-1, et. seq., and applicable federal law. No federally appropriated funds can be paid to influence any officer or employee of any department or member of Congress concerning federal agreements, grants, loans, or cooperative agreements. If any funds other than federal appropriated funds

are used to influence any officer or employee in relation to applicable federal agreements, the Contractor shall submit Standard Form LLL,"Disclosure Form to Report Lobbying," as instructed.

b. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it nor any of its management, employees, or independent contractors who will be involved in the services or products supplied under this agreement have been excluded from participation in any government healthcare program, debarred from, or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7. Furthermore, each party represents that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Additionally, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

c. Fiscal and Administrative Standards. Contractor shall adhere to all local, state and federal regulations as applicable to their operations. Contractors shall adhere to the following fiscal and administrative standards in accordance with:

   i. Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) [Federal Awards Only];

   ii. State of New Mexico Manual of Model Accounting Practices (MAP's);

   iii. The State of New Mexico State Auditor, State Audit Rule;

   iv. Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information [Federal Awards Only];

   v. U.S. General Accounting Office, Government Auditing Standards;

d. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

e. Grantor and Contractor Information. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

   i. CFDA Number –NA
   Program Title –NA
   AGENCY/OFFICE –NA
   GRANT NUMBER –NA

CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) NA

f. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013).

g. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

h. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

i. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

j. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of $150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water.

k. Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

l. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

m. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. **Amendment.**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto and all other required signatories. If DFA proposes an amendment to the Agreement to reduce funding due to budget or other considerations unilaterally, Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. **Merger.**

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

15. **Penalties for Violation of Law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico's criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16. **Equal Opportunity Compliance.**

Contractor agrees to abide by all federal and state laws, 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 of the State of New Mexico, Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or severe medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to comply with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent

jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any lawsuits arising under or out of any term of this Agreement.

18. **Workers' Compensation.**

Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, DFA may terminate this Agreement.

19. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by DFA, its Divisions, and the State Auditor. The DFA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the DFA to recover excessive or illegal payments.

20. **Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

21. **Enforcement of Agreement.**

A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

22. **Notices.**

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:

To DFA:

Taylor Cook
505-469-2755
Bataan Memorial Building
407 Galisteo St.
Santa Fe, NM 87501
taylor.cook@exec.nm.gov

To CONTRACTOR:

Perla Galindo
575-541-2359
700 North Main Street
Las Cruces, NM 88001
pgalindo@lascruces.gov

23. **Authority**.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

Agreement No. 25-341-3000-00002

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the DFA Secretary or Designee.

Contractor –

Authorized Signatory

Date: 6/12/25

CITY MGR.
Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: 06/12/2025

DFA – Department of Finance and Administration

DocuSigned by:
6EB4D958A89A432...
Secretary or Designee

Date: 6/16/2025

DocuSigned by:
6CA0727E89F840B...
Chief Financial Officer

Date: 6/16/2025

Approved as to legal form and sufficiency.

Signed by:
8E9C3BE14553478...
Office of General Counsel

Date: 6/16/2025

Development of a Strategic Plan:
Alongside community partners, citywide advisory group, data and analysist team, the Contracted Medical/Healthcare Professional will oversee the development of a strategic plan for the City of Las Cruces.

- Creation of Focus/Workgroups
- Development of universal assessment practices
- Development of best practice policies and procedures
- Identification of a closed loop referral model
- Development of an implementation plan
- Communitywide sharing of implementation plan

Timeline

Months 1-6: Recruiting and Onboarding Key Personnel

- Interview and onboard a contracted Data and Analysis Team to guide evaluations, assessments, and data-gathering procedures.
- Interview and onboard a contracted Medical/Behavioral Health Professional to support the assessment and evaluation process.
- Establish an advisory team consisting of Lived Experience Experts, Service Providers, First Responders, School Officials, and Stakeholders.
- Define the roles and responsibilities of all team members.

Months 6-9: Developing an Outreach Plan

- Create a structured outreach strategy to engage community partners.
- Establish partnerships with key stakeholders to support data collection efforts.
- Identify the methodology for the Health Landscape Analysis and Stakeholder Evaluation.

Months 9-12: Conducting the Health Landscape Analysis

- Gather demographic and health-related data of individuals experiencing homelessness,
- Compile initial findings and begin drafting a report on identified gaps and trends.

Months 13-18: Conducting the Provider, First Responder, and Stakeholder Evaluation

- Gather and incorporate feedback from law enforcement, the court system, public safety officials, and homeless resource providers.
- Conduct an in-depth assessment
- Synthesize findings from both the Health Landscape Analysis and Stakeholder Evaluation into a comprehensive report.

Months 19-21: Development of the Strategic Plan

- Establish focus/workgroups to design targeted solutions.
- Develop universal assessment practices based on gathered data.
- Identify a closed-loop referral model to ensure continuity of care.
- Create best-practice policies and procedures informed by stakeholder input.
- Draft a citywide implementation plan outlining specific goals and strategies.

Months 22-24: Implementation Plan

- Present the strategic plan to key stakeholders and community partners.
- Develop a communitywide engagement plan to introduce the new framework.

Reporting Requirements

Monthly Progress Reports

- Executive Summary: Overview of progress, key achievements, and upcoming priorities.
- Key Milestones Achieved: Status updates on objectives from the project timeline.
- Challenges & Barriers: Identified obstacles and mitigation strategies.
- Action Items: Tasks completed, pending, and next steps.

Provider Engagement Reports

- Provider Participation: Number and types of providers engaged.
- Stakeholder Feedback: Summary of input from service providers, first responders, and community partners.
- Service Gaps Identified: Emerging trends and areas requiring intervention.

Data Team Reports

- Data Collection Updates: Progress on demographic, health, and service data gathering.
- Preliminary Findings: Key trends and emerging insights from analysis.
- Methodology Updates: Changes or refinements in data collection and evaluation processes.
- Data Gaps & Recommendations: Areas needing further research or improved data integration.

Advisory Group Reports

- Meeting Summary: Key discussion points and decisions made.
- Advisory Feedback: Recommendations from lived experience experts, service providers, first responders, school officials, and stakeholders.
- Policy & Program Insights: Suggestions on service models, best practices, and policy improvements.
- Action Items: Next steps and follow-ups assigned to advisory members or project teams.

The total amount payable to the Contractor under this Agreement shall not exceed Three Hundred Fifty Thousand Dollars and Zero Cents ($350,000.00) including expenses and applicable gross receipts tax, such compensation not to exceed the amount stated herein.

Doña Ana County
Public Safety Grant to the City of Las Cruces

WHEREAS, the Board of County Commissioners has authorized, pursuant to Resolution #2025-66, the development of a public safety grant program to enable municipalities to enhance their readiness to transition to Fire-based emergency medical services (EMS); and

WHEREAS, the Las Cruces Fire Department has indicated it needs two more EMS rescue transport vehicles to enable it to handle pre-hospital calls in the metro area that had been the responsibility of contractor American Medical Response;

NOW THEREFORE, Doña Ana County hereby grants to the City of Las Cruces for the above-stated purpose an amount up to $800,000, on the following conditions:

1. The funds will only be utilized for the purpose indicated (acquisition of two EMS rescue transport vehicles);
2. The funds will be provided upon receipt of an invoice showing the equipment has been ordered;
3. The Las Cruces Fire Department will continue to respond to EMS calls within the City and surrounding areas within Dona Ana County in accordance with mutual and automatic aid agreements;
4. The equipment purchased will be the property of the City of Las Cruces;
5. All costs for operation and maintenance of the vehicles, equipment, and staffing will be the responsibility of the City of Las Cruces; and
6. This is a one-time grant with no expectation of future funding.

APPROVED and effective on the date of the last signature below:

Scott Andrews, County Manager — Date: 7-22-25

Ikani Taumoepeau, City Manager — Date: 7/21/25

Approved as to Form:

07/18/2025

CITY ATTORNEY

DONA ANA COUNTY, NM Filed: 06/11/2025 09:46:32 AM Instrument #: G2025-0146

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025-66

WHEREAS, the Board of County Commissioners has established a Strategic Plan to guide efforts and expenditures; and

WHEREAS, the County's Strategic Plan includes the vital condition of Basic Needs for Health & Safety, with pre-hospital emergency medical services (EMS) being a main component; and

WHEREAS, American Medical Response (AMR) is currently contracted by the City of Las Cruces (City) to provide EMS throughout the County; and

WHEREAS, the Board of County Commissioners and the Las Cruces City Council held a joint work session on March 10, 2025 to discuss ambulance service performance; and

WHEREAS, data was provided during that meeting showing that the local fire departments are already having to carry an increasing volume of calls due to inability of AMR to meet the demand; and

WHEREAS, liquidated damages exceeding $3 million have been assessed by the City against AMR for failure to meet requirements stipulated in the contract; and

WHEREAS, AMR has provided notice to the City of Las Cruces on May 23, 2025 that is requesting a subsidy of $5,230,000 for the second year of the contract; and

WHEREAS, the County has been the entity paying for the subsidies in the current and past years; and

WHEREAS, the County Fire Rescue Department's Certificate of Public Convenience and Necessity is leased to AMR in order to allow them to operate, and such lease prevents County Fire Rescue from being able to charge for the services it provides on calls; and

WHEREAS, an investment of far less than $5 million in a single year will allow the fire departments across the County to have more transport-capable rescue vehicles/ambulances available than AMR has fielded; and

WHEREAS, it is the recommendation of the County Manager and staff that the best path forward to ensure the Board's goal is met for pre-hospital EMS is to transition to a Fire-based model; and

WHEREAS, the first year of such operation will require strong commitment and mutual support among the professional fire services, to include the County Fire Rescue Department, the Las Cruces Fire Department, the Town of Mesilla Fire Department, and the Sunland Park Fire Department;

NOW THEREFORE, be it resolved by the Board of County Commissioners that:

- Up to $1,350,000 is to be transferred from the Hospital Lease Fund to DAC Fire Rescue for the purpose of purchasing three (3) Type 1 Rescue Vehicles/ambulances ($958,210 total), plus seven (7) cardiac monitors and autopulse devices ($391,790 total).
- The County Manager is directed to establish a grant program to assist the Las Cruces Fire Department, Town of Mesilla Fire Department, and Sunland Park Fire Department in obtaining equipment and/or staff to help cover costs associated with getting underway with the first year of Fire-based EMS. The Board authorizes allocation of up to $1,200,000 from the Hospital Lease Fund for this purpose.
- The Board authorizes the County Manager or designee to support private ambulance services providing inter-facility transfers to avoid reducing availability on emergency transport services. Memorandums of Understanding (MOUs, or equivalent) established with private ambulance services may include provisions for them to participate in responses to mass casualty incidents upon the request of County Fire Rescue.
- The County Fire Rescue Department is authorized to establish MOUs with municipal fire departments to allow them to operate under the County's Certificate of Public Convenience and Necessity and to use County-contracted billing services for cost recovery.

The County Manager is hereby authorized to establish necessary policies and procedures for carrying out this resolution, as well as to sign all documents and agreements necessary to accomplish this purpose.

ADOPTED this 10th day of June, 2025.

SEAL

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair — For/Against

Susana Chaparro, District 4, Vice-Chair — For/Against

Gloria Gameros, District 2 — For/Against

Shannon Reynolds, District 3 — For/Against

Manuel A. Sanchez, District 5 — For/Against

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

G2025-0146
RESOLUTION
JUN 11, 2025 09:46:32 AM PAGES: 2
Deputy: Jessica Hernandez
Amanda López Askin, County Clerk, Dona Ana, NM

NEW MEXICO MORTGAGE FINANCE AUTHORITY
LAND TITLE TRUST FUND
GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is made as of June 12, 2025, (the "Effective Date"), between New Mexico Mortgage Finance Authority, a governmental instrumentality organized and existing under the laws of the State of New Mexico ("Grantor"), whose address is 7425 Jefferson St. NE, Albuquerque, New Mexico 87109, and the City of Las Cruces ("Grantee"), whose address is 700 N. Main Street, Las Cruces, NM 88001.

RECITALS:

WHEREAS, Grantor is the trustee of the Land Title Trust Fund ("LTTF");

WHEREAS, Grantor wishes to award Grantee a Land Title Trust Fund grant to be used by Grantee for the construction and development of the 50-unit low-income housing project known as Amador Crossing Apartments in the City of Las Cruces, New Mexico (the "Project") upon the terms and conditions provided herein; and

WHEREAS, Grantee wishes to accept the foregoing grant for the construction and development of the Project.

NOW, THEREFORE, in consideration of the award granted hereby and the mutual and dependent covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I:
The Grant

1.1 Amount. Subject to the terms and conditions of this Agreement, Grantor will award to Grantee a Land Title Trust Fund grant in the amount of Nine Hundred Twenty One Thousand Five Hundred Thirty and No/100 Dollars ($921,530.00) (the "Grant").

1.2 Disbursements. The Grant is payable to Grantee in multiple disbursements, monthly during the construction and development of the Project, upon written request for disbursement that must include evidence of construction and development costs incurred for which the proceeds of such disbursement will be applied, provided Grantee has satisfied all conditions contained in Section 3.1 herein. In any event, the entire amount of the Grant must be disbursed to Grantee no later than one calendar month after the issuance of a temporary certificate of occupancy for the Project, subject to Article IV herein. If disbursements to Grantee will be made by wire, Grantee agrees to supply Grantor with its wiring instructions with each request for disbursement.

1.3 Purpose and Use of the Grant Proceeds.

The entire amount of the Grant must be used for the construction and development of the Project.

1.4 Grant Documents. This Agreement and the Land Use Restriction Agreement, as herein defined, are collectively referred to herein as the "Grant Documents".

1.5 Interest and Repayment. No interest will accrue on the Grant. So long as an Event of Default, as herein defined, has not occurred under the terms of the Grant Agreements and Grantor has not requested the repayment of the Grant as a remedy for any such Event of Default, Grantor will have no obligation to repay the Grant.

1.6 Representation and Warranty. Grantee hereby represents and warrants to Grantor that the proceeds of the Grant will be used solely for the purposes provided for in this Agreement.

ARTICLE II:
Grantee's Covenants

2.1 Covenants.

(a) Grantee will comply, or cause the Partnership to comply, with the applicable restrictions and requirements set forth in the Land Title Trust Fund Act, NMSA 1978, Sections 58-28-1 to 58-28-8.

(b) Grantee will cause construction of the Project and all improvements therein to be completed no later than April 30, 2027, as evidenced by a temporary certificate of occupancy.

(c) When completed, the Project will contain at least forty-nine (49) residential rental units for persons or families whose income is eighty percent (80%) or less of area median income.

2.2 Land Use Restriction Agreement. Grantee will execute the Land Use Restriction Agreement to be recorded in the real property records of the County of Dona Ana, New Mexico as an encumbrance on title to the real property constituting the site for the Project, in the form attached hereto as Exhibit A (the "Land Use Restriction Agreement").

ARTICLE III:
Conditions to Grantor's Obligations

3.1 Conditions Precedent to all Disbursements. Grantor will not be obligated to disburse any portion of the Grant proceeds unless and until the following conditions have been satisfied:

(a) Grantor has received the Grant Documents properly executed by the respective parties;

(b) The Land Use Restriction Agreement has been filed in the real property records of the County of Dona Ana, New Mexico; and

(c) There are no defaults then existing under the Grant Documents.

ARTICLE IV:
Default

4.1 Events of Default. If Grantee fails to observe or perform any term, covenant or condition contained in the Grant Documents and such failure continues unremedied for a period of thirty (30) days after written notice thereof has been provided to Grantee by Grantor specifying such default and requiring it to be remedied, or if such failure is not reasonably capable of being remedied within such 30-day period

or Grantee has not commenced remedial action and is not proceeding with diligent efforts to remedy such failure, such failure will be deemed an event of default hereunder (an "Event of Default").

4.2 Rights and Remedies on Default. If an Event of Default occurs, Grantor may, at its option, require the repayment of all or any portion of the Grant, in which case, Grantee must promptly repay Grantor the entire amount requested.

ARTICLE V:
Miscellaneous

5.1 Site Inspections. Prior to or during the construction of the Project, Grantor may, but will have no obligation to, conduct inspections of the Project during normal business hours and upon prior written notice to Grantee.

5.2 Notices. All notices, requests, consents, waivers and other communications given under any of the provisions of this Agreement must be in writing and will be deemed given when delivered or mailed and if mailed, then first class postage prepaid, registered or certified mail, return receipt requested, and addressed as follows:

Grantor: New Mexico Mortgage Finance Authority

Attention: Director of Housing Development
7425 Jefferson St. NE
Albuquerque, New Mexico 87109

Grantee: The City of Las Cruces
700 N. Main Street
Las Cruces, NM 88001

5.3 Entire Agreement; Modifications. The Grant Documents contain the entire agreement of the parties hereto with respect to the transactions contemplated hereby, and no change, modification or waiver of any provision of the Grant Documents will be valid unless in writing and signed by the party to be bound.

5.4 No Waiver. No delay or failure on the part of Grantor in exercising any rights or remedies hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or any other rights or remedies hereunder.

5.5 Applicable Law. This Agreement will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws of the State of New Mexico.

5.6 Severability. If any provision of this Agreement is for any reason held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

5.7 Successors and Assigns. Whenever in this Agreement either of the parties hereto is referred to, such reference will be deemed to include the successors and assigns of such party. Grantee may assign any of its rights under this Agreement with the prior consent of Grantor, so long as the assignee of such rights agrees in writing to assume all of Grantee's obligations under the Grant Agreements, in which case, Grantee will be relieved of all obligations hereunder.

5.8 Counterparts. The parties may execute two or more counterparts of this Agreement, each of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal, with the intention that it constitute a sealed instrument, as of the date first above written.

GRANTOR:

New Mexico Mortgage Finance Authority

By: _____
George Maestas
Its: Director of Housing Development

GRANTEE:

The City of Las Cruces

By: _____
Ikani Taumoepeau
Its: City Manager

Approved as to Form:

07/16/2025

CITY ATTORNEY

Exhibit A

LAND USE RESTRICTION AGREEMENT

[Attached]

NEW MEXICO MORTGAGE FINANCE AUTHORITY
TAX CREDIT ASSISTANCE PROGRAM
GRANT AGREEMENT

THIS GRANT AGREEMENT, effective as of June 12, 2025 , is made and entered between the New Mexico Mortgage Finance Authority, a public body politic and corporate, separate and apart from but constituting a governmental instrumentality of the state of New Mexico ("Grantor") and the City of Las Cruces ("Grantee").

WITNESSETH:

WHEREAS, Grantor received Tax Credit Assistance Program funds ("TCAP Funds") from the United States Department of Housing and Urban Development ("HUD") pursuant to the American Recovery and Reinvestment Act of 2009 ("Recovery Act") (Pub. L. 111-5) for capital investment in Low Income Housing Tax Credit ("LIHTC") projects pursuant to HUD TCAP Grant Number M09-E350100, dated June 26, 2009 (the "HUD Grant Agreement") between HUD and Grantor;

WHEREAS, the HUD Grant Agreement was closed out pursuant to that certain Grant Closeout Agreement for Tax Credit Assistance Program between HUD and Grantor (the "HUD Grant Closeout Agreement"). The TCAP Funds are TCAP program income subject to the requirements of CPD 15-08;

WHEREAS, the HUD Grant Closeout Agreement and HUD CPD 15-08 require that the TCAP Funds are used for the development or operation of housing that remains affordable, for the period described in the LURA, to households whose incomes do not exceed 80% of area median income for the area;

WHEREAS, Grantor will use TCAP Funds for the construction of multi-family affordable housing for households whose incomes do not exceed 80% of area median income;

WHEREAS, Grantee desires to receive and Grantor desires to grant One Million One Hundred Eighteen Thousand Five Hundred Twenty Four and No/100 Dollars ($1,118,524.00) of TCAP Funds, upon the terms and conditions set forth herein, for the purpose of developing the Project, as defined below; and

WHEREAS, at the Grant Closing, Grantee shall execute the Land Use Restriction Agreement ("LURA") running to the benefit of Grantor.

NOW, THEREFORE, in consideration of the premises and of the representations, covenants and undertakings herein expressed, Grantor and Grantee agree as follows:

Article I

DEFINITIONS

"Acquisition Closing Costs" means the reasonable, necessary and customary closing costs associated with acquiring the Property or the Project including title insurance premiums, title and recording fees, inspection fees, legal fees and real estate taxes.

"Acquisition Cost" means the consideration price or sales price of the Property or the Project as evidenced in a customary sales contract or purchase option agreement, paid for by Grantee to obtain a fee simple or qualifying leasehold interest in the Property or Project, whether paid concurrently with the Grant Closing, at a prior date, or at a future date.

"Closing Date," "Closing" or "Grant Closing" means the date of this Grant Agreement which shall be the date on which the Project's construction loan(s) shall close.

"Grant" means the Grant described in Article II hereof. Repayment of the Grant will only be required if Grantee does not comply with the terms of this Grant Agreement or the LURA.

"Grant Documents" means this Agreement; the LURA; and all other documents evidencing or securing performance.

"Land Use Restriction Agreement" or "LURA" means a Land Use Restriction Agreement, as the same may be amended from time to time, between Grantee and Grantor, restricting the use of the Project to affordable housing, as more specifically set forth therein.

"Low-and Moderate-Income Households", for purposes of this Agreement, means a household whose income does not exceed 80% of area median income.

"Organization Documents" means (i) for a corporation or non-profit corporation, its certificate of incorporation, articles of incorporation and bylaws; (ii) for a limited partnership, its certificate of limited partnership and limited partnership agreement and the Organization Documents of each general partner that is an entity; (iii) for a limited liability company, its certificate of organization and operating agreement and the Organization Documents of each member that is an entity; (iv) for a general partnership, its partnership agreement, the Organization Documents of each general partner that is an entity; and (v) for each of the foregoing, such resolutions of Grantee and each general partner or member as Grantor may reasonably request.

"Principal(s)" means (i) with respect to a partnership or limited partnership, its general partners; (ii) with respect to a limited liability company, its managing members; and (iii) with respect to a corporation, its directors and any holder of more than ten percent (10%) of the voting power or value of all classes of the corporation's stock.

"Project" means acquisition, construction and/or rehabilitation of the real property located at 1101 W. Amador Avenue, Las Cruces, NM 88004, and as more fully described on Exhibit A hereto (the "Property"), on which Grantee shall construct a 50 unit, approximately 30,405-square-foot multifamily residential

rental project containing, among other amenities, recreation areas and an outdoor dog area. The term "Project" includes the "Property."

"Project Completion" means such time as Grantee has complied with the conditions of Section 3.1 of this Grant Agreement, and Grantee has closed the Permanent Financing on the Project.

"Rehabilitation Costs" means the (i) labor and material costs related to the rehabilitation of the Property and Project as evidenced by an American Institute of Architects (AIA) payment certificate or other evidence satisfactory to Grantor; and (ii) reasonable fees of architects, engineers, surveyors related to the rehabilitation of the Property and Project, as evidenced by invoices from such service providers or other evidence satisfactory to Grantor.

"TCAP-Assisted Units" means forty-nine (49) of the fifty (50) residential units (ninety-eight percent (98%)) located in the Project that are restricted to comply with TCAP Program requirements for ***Low or Moderate-Income*** Households.

"Verified Eligible Costs" means the reasonable costs incurred to develop or operate the Project.

Any other capitalized terms used herein but not otherwise defined herein will have the meaning assigned to such terms in the Grant Document in which they are defined.

Article II

THE GRANT

Section 2.1 Making of the Conditional Grant:

Grantor hereby agrees to make a conditional Grant to Grantee of TCAP Funds in an amount not to exceed One Million One Hundred Eighteen Thousand Five Hundred Twenty Four and No/100 Dollars ($1,118,524.00). The Grant will be deemed to have been made when the proceeds of the Grant, or any portion thereof, are delivered to or on behalf of Grantee ("Grant Funding"). Default by Grantee under the Grant Documents shall both relieve Grantor of any obligations to make an advance of the Grant and shall require Grantee to immediately repay Grantor any advanced portions of the Grant.

Section 2.2 Acceptance and Evidence of the Grant:

Grantee hereby agrees to accept the Grant and, as evidence thereof, agrees to deliver the Grant Documents to Grantor.

Section 2.3 Use of Grant Proceeds

Grantee agrees that the proceeds of the Grant will be used solely to pay for Verified Eligible Costs related to the TCAP-Assisted Units at the Project.

Section 2.4 Land Use Restriction Agreement

Grantee will execute and deliver the LURA as a condition of the Grant.

Section 2.5 Monitoring and Audit. Grantee agrees that Grantor may, at reasonable times and upon adequate ten (10) days notice, unless deemed an emergency by the City Manager, at any time during the construction, rehabilitation, or operation of the Project, enter and inspect the Project to evaluate its physical and financial condition, construction, rehabilitation, operation, management, and maintenance. Grantee shall have the right to have a representative present during inspections.

Grantee further agrees that Grantor may, at reasonable times and upon adequate ten (10) days notice, examine all books and records, and request and receive from Grantee one or more reports, relating to the ownership, operations, capitalization, reserve funds, income, expenses and other financial and regulatory matters of the Project or the Grantee.

Section 2.6 Grant Closing and Funding Deadline: Closing will occur no later than six (6) months after acceptance of this Grant Agreement, upon satisfaction of the conditions set forth in this Grant Agreement. The deadline for initial Grant Funding is thirty (30) days after Closing. The proceeds of the Grant will be applied to pay Verified Eligible Costs to the extent such proceeds are available.

Section 2.7 Conditions Precedent to Funding:

Grantor will fund the Grant upon written request by Grantee only if the following conditions are met, together with any additional conditions described in this Grant Agreement, prior to the Grant Closing.

(a) Statement of Assurances. Concurrently with acceptance of this Grant Agreement, Grantee will execute and deliver the Statement of Assurances in the form attached hereto as **Exhibit B** and prior to Grant Closing Grantee will have complied with all applicable requirements stated therein;

(b) Title. Grantee shall provide evidence satisfactory to Grantor that Grantee holds, or will hold after the Grant Closing, good and indefeasible Fee Simple the Property;

(c) Organization Documents, Certificates of Existence and Good Standing. At least thirty (30) days prior to Grant Closing, Grantee will provide Grantor with (i) true and accurate copies of its Organization Documents, (ii) a Certificate of Existence, if Grantee is a partnership, or a Certificate of Good Standing, if Grantee is a corporation or limited liability company, from the New Mexico Secretary of State (iii) Certificate(s) of Existence or Good Standing, as applicable, for each entity Principal and, as applicable, the Principals of each entity Principal, and (iv) any other evidence of the standing of Grantee in New Mexico and any other state in which Grantee may be incorporated or formed, as may be required by Grantor;

(d) Project Budgets. At least thirty (30) days prior to Grant Closing, Grantee will provide Grantor, all of which will be satisfactory to Grantor in form and substance, with updated Grantor Grant Application Schedules as follows (i) Development Cost Budget, (ii) Sources of Funds Statement, (iii) Unit Type & Rent Summary, (iv) Operating Expense Budget, (v) Contractor & Applicant's Cost Breakdown, (vi) Development Schedule, and (vii) an updated fifteen- (15-) year cash flow proforma;

(e) Construction Contract. At least fifteen (15) days prior to Closing Grantee provide a copy of a signed construction contract acceptable to Grantor reflecting the costs in the Contractor & Applicant's Cost Breakdown in the Project Budgets section above. This condition may be waived or modified at Grantor's discretion.

(f) Funding Commitments. At least thirty (30) days prior to Closing, Grantee will provide Grantor with evidence of firm commitment(s) of any Loans, Grants or other forms of financial assistance necessary to complete and operate the Project, including fully executed copies of (i) Construction Financing commitment(s), (ii) Permanent Financing commitments(s), (iii) a copy of Grantee's limited partnership or operating agreement or other evidence verifying the commitment of equity contributions to the Project, and (iv) any project-based rent assistance contracts;

(g) Equity/Construction Financing. At or prior to Grant Closing, Grantee must have closed equity and Construction Financing agreements, if any, necessary to complete and operate the Project. This condition may be waived or modified at Grantor's discretion.

(h) Verified Eligible Costs. Prior to Grant Closing, Grantee will verify that the Grant is needed to pay Verified Eligible Costs and that Grantee has satisfied all Grantor and TCAP Program requirements;

(i) Request for Reimbursement. Grantee will submit to Grantor a signed and completed Request for Reimbursement form with respect to the installment of Grant proceeds at least ten (10) days prior to the time Grantee requires such installment;

(j) Delivery of Grant Documents. At Grant Closing, Grantee will deliver to Grantor the Grant Documents duly executed by Grantee where applicable, all of which documents and instruments will be satisfactory to Grantor in form and substance;

(k) Charitable Organization Registration. If Grantee; any of Grantee's managers, members or general partners, as applicable; or any manager, member or general partner of the foregoing is a non-profit organization, as a condition of entering into this Grant Agreement and of the Grant of TCAP Funds, then Grantee will provide evidence that Grantee and such managers, members or general partners are registered with the New Mexico Attorney General's Office's Registry of Charitable Organizations as required by the Charitable Solicitations Act, Sections 57-22-1 NMSA 1978 et seq., and the New Mexico Attorney General's Office. Grantee will keep such registration current, and will cause such managers, members or general partners to keep such registration current, during the Restriction Period, and will provide Grantor with proof of current registration upon request;

(l) Financial Statements. At least fifteen (15), but not more than forty-five (45) days prior to Closing, Grantee will provide Grantor with its most recent fiscal year-end financial statement (audited if available) and a recent (within 90 days) interim year-to-date financial statement certified by an authorized officer or employee of Grantee. If requested by Grantor, Grantee will provide the same types of statements for each Principal of Grantee. If a Principal is an individual, the following may be submitted instead: (1) the most recent federal tax return with all schedules, attachments and copies of K-1's, (ii) a recent (within 90 days) personal financial statement, and (iii) a recent (within 90 days) personal cash flow statement. All such statements must be acceptable to Grantor in its sole discretion.

(m) Default. No Event of Default will exist under this Grant Agreement; and

(n) Any other information that Grantor may reasonably request.

Section 2.8 Timely Expenditure of Funds: Grantee agrees that all of the proceeds of the Grant will be expended in accordance with the approved Development Cost Budget attached hereto as **Exhibit C-1**, with the Sources of Funds and Financing Commitments statement attached hereto as **Exhibit C-2**, with

the Disbursement Schedule attached hereto as **Exhibit C-3**, and with the Completion Schedule attached hereto as **Exhibit D**.

Section 2.9 Release of Funds: As applicable, the Grant will be disbursed to Grantee from time to time pursuant to draw requests not more frequently than monthly in relation to construction progress and costs incurred based upon Grantor's receipt of invoices or other evidence of costs incurred ("Draw Requests").

Article III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTEE

Section 3.1 Agreement to Complete the Project:

Grantee agrees to complete the rehabilitation, acquisition and installation of the Project with all reasonable dispatch in accordance with the Project plans and specifications and the Completion Schedule attached hereto as **Exhibit D**. If the Grant amount is insufficient to pay the costs of completing the Project, Grantee complete the Project in accordance with the Completion Schedule attached hereto as **Exhibit D** and will be responsible for causing the costs thereof to be paid by Grantee. Grantee will procure any and all building permits, use and occupancy permits, and other permits, licenses and authorizations necessary for the completion, occupancy and use of the Project.

Section 3.2 Amendments to Project Plans and Specifications and Change Orders:

Grantee will not amend the Project plans and specifications in any material respect without first obtaining the prior written consent of Grantor.

Except as provided below, all change orders must be approved in advance in writing by Grantor and Grantee agrees to notify Grantor in advance of all change orders, regardless of whether Grantor approval is required. Notwithstanding the foregoing, change orders that meet all of the following requirements shall not require the consent of Grantor: (a) change orders not to exceed $100,000 for a single item or an aggregate of $100,000 for all changes, (b) change orders that do not result in a material change to the design or the structural components of the improvements, and (c) change orders that have been approved by all applicable governmental authorities, if the approval of such governmental authorities is required. Grantor will endeavor to notify Grantee of whether Grantor approves of the requested change order within twenty (20) days of the receipt by Grantor of all items required by Grantor in order to evaluate such request. If Grantor is unable to complete its review within such twenty (20) day period, Grantor will endeavor to notify Grantee of the reasons for the delay in responding and a good faith estimate of the date by which Grantor will complete its review. Grantor's notice to Grantee must be in writing. Grantor shall not have liability to Grantee or any other person for failure to complete Grantor's review of a requested change order within a specified time. Grantor may require periodic inspections, at Grantee's expense. Notwithstanding the foregoing, during Project construction Grantor may choose to accept third-party inspection reports. Grantor may request any other documents deemed necessary by it to help verify requests for disbursements and may, at Grantee's expense, contract with a third party for verification of requests for disbursements.

Section 3.3 Project Completion:

Within fifteen (15) days of the completion of the Project, Grantee will file the following items with Grantor:

(a) a certificate of Grantee certifying, without prejudice to any rights of Grantee against third parties, (i) that the Project has been constructed, acquired and installed substantially in accordance with Project plans and specifications, (ii) the date of Project completion, and (iii) that all labor, services, materials and supplies used to construct, acquire and install the Project have been paid in full or otherwise provided for, except for such portion thereof (which will be identified in detail) that Grantee is disputing in good faith and by appropriate proceeding;

(b) a Certificate of Substantial Completion signed by the inspecting engineer or architect in charge of the Project; and

(c) an occupancy permit or comparable local equivalent issued by the municipality having jurisdiction over the Project.

Section 3.4 Maintenance and Improvement of the Project:

Upon Project Completion and thereafter so long as the Grant is outstanding, Grantee agrees to maintain the Project in good repair and condition and to make all necessary and proper repairs, replacements and renewals. Grantee will not commit or permit any waste on, or of, the Property.

Section 3.4 Use of Project:

Grantee represents that it will use and maintain the Project and the TCAP-Assisted Units in full compliance with this Grant Agreement and with the LURA for so long as such agreements are in effect.

Section 3.5 Existence and Authorizations:

Grantee represents that it is a municipality, duly organized and existing under the laws of the state of New Mexico, and is qualified to do business in the state of New Mexico and that it has obtained all authorizations necessary on its part for the due and valid execution and delivery of the Grant Documents and the assumption of the obligations represented thereby.

Section 3.6 Absence of Conflicting Agreements:

Grantee represents that the execution and delivery of the Grant Documents and the performance by Grantee thereunder will not conflict with or constitute a breach of or default under its Organization Documents or any indenture, loan agreement or instrument or agreement to which Grantee is a party or by which Grantee or its properties are bound.

Section 3.7 Taxes:

Grantee represents that it has no outstanding unpaid tax liabilities (other than taxes that are currently accruing from its current operations and ownership of property and are not delinquent) and that no tax deficiencies are proposed or have been assessed and are unsatisfied against Grantee.

Section 3.8 Regulatory Approvals:

Grantee represents that no authorization, approval, consent or license of any governmental regulatory body or authority, not already obtained, is required for the valid and lawful execution and delivery of the Grant Documents by Grantee or the assumption of the obligations of Grantee represented thereby.

Section 3.9 Absence of Litigation:

Grantee represents to the best of Grantee's knowledge that it is not a party to any litigation or administrative proceeding, nor so far as is known by Grantee is any litigation or administrative proceeding threatened against it that in either case would, if adversely determined, cause any material adverse change in its financial condition, the conduct of its business or its ability to perform its obligations under the Grant Documents. Grantee will promptly furnish to Grantor written notice of the filing of any such litigation or administrative proceeding.

Section 3.10 Date and Survival of Representations:

The representations of Grantee made in this Article III are made as of the date of this Grant Agreement, and all such representations will survive the execution and delivery of this Grant Agreement and the making of the Grant.

Section 3.11 Information Regarding Compliance With Land Use Restriction Agreement:

Grantee, in satisfaction of the requirement of the LURA, covenants to obtain from each Low-Income or Moderate-Income Household occupying a TCAP-Assisted Unit within the Project during the Restriction Period, at or prior to the earlier of (i) initial occupancy of a TCAP-Assisted Unit by such Low-Income or Moderate-Income Household or (ii) execution of a lease by such Low-Income or Moderate-Income Household for occupying a TCAP-Assisted Unit, and annually thereafter, "characteristic data" in the form of an income certification certifying household income, race/ethnicity, age of household members, size of household, special needs households, and military status, in such form as will be required or approved by Grantor. Grantee further covenants, in satisfaction of the requirements of the LURA, to prepare and submit to Grantor at the end of each year after one or more TCAP-Assisted Units in the Project are completed and available for occupancy, and thereafter during the Restriction Period, a compliance certificate substantially in the form of **Exhibit C** attached hereto or in such other form as may be approved by Grantor. Grantee will retain records of individual tenant income verifications, Project rents and Project inspections for the most recent five (5) year period, until five (5) years after the Restriction Period terminates.

Section 3.12 Accounting Records

Grantee will maintain adequate financial accounting and other records, including records required by Grantor to permit Grantor to fulfill their obligations under HUD Regulations, this Agreement, and the documents evidencing this Grant. Grantee will retain such records until five (5) years after Project Completion or five (5) years after the record was created. Grantee will submit audited financial statements annually to Grantor within 6 months of the end of Grantee's calendar or fiscal year.

Section 3.13 Low-Income Housing Tax Credit ("LIHTC"):

Grantee agrees to comply with Section 42 of the Internal Revenue Code of 1986, as amended, and all rules and regulations thereunder.

Section 3.14 Sales and Other Transfers:

Grantee will not, without the prior written approval of Grantor, sell, trade, transfer, assign, exchange or otherwise dispose of the Property (except for leases of individual Project units to tenants) or changing the ownership of Grantee or Grantee's partner(s) or member(s), as applicable, prior to expiration of the Restriction Period. For purposes of this Grant Agreement: (a) any sale, trade, transfer, assignment, exchange or other disposition of all or any substantial part of the Property or interests in the Property is a "transfer," (b) the conversion or attempted conversion of the Property into a condominium, planned unit development or other similar development is a "transfer," (c) the transfer of any owner's interest in Grantee to any other existing owner or affiliate of Grantee, including, without limitation, the transfer of a limited partner's interest in a limited partnership to an affiliated entity, is not a "transfer," (d) removal and replacement of Grantee's managing member, if Grantee is a limited liability company or general partner, if Grantee is a limited partnership, is a "transfer," and (e) a foreclosure or transfer of title by deed in lieu of foreclosure of any mortgage or deed of trust encumbering the Property for the benefit the holder of any such mortgage or deed of trust that is not an Affiliate of Grantee is not a "transfer." "Affiliate" for this purpose means any individual or entity that controls, is controlled by, or is under common control with Grantee, limited partner or investor member, as applicable. Any transferee will enter into an agreement, in a form acceptable to Grantor, assuming all obligations of Grantee under the LURA and, if the Grant is to be assumed, under the other Grant Documents.

Section 3.15 Affordability Requirements:

Grantee will ensure compliance of all TCAP-Assisted Units of the Project with all applicable affordability requirements and will do so by executing and authorizing the recording against the Property and the Project of the LURA, a copy of the form of which Grantee has received. Restriction periods, initial rents and procedures for rent increases are set forth in the LURA.

Section 3.16 Federal Funding Accountability and Transparency Act and Other Federal Requirements:

Grantee will comply with all subaward reporting requirements applicable to this contract under the Federal Funding Accountability and Transparency Act, P.L. 109-282, as requested by Grantor. Additionally, Grantee will, in purchasing, constructing or rehabilitating and managing the Project, comply with and carry out each activity of Grantee in compliance with all federal laws and regulations, provided that pursuant to CPD 15-08 Federal grant requirements do not apply to the use of program income received and expended after the end of the HUD Grant Agreement.

Section 3.17 Uniform Owner-Resident Relations Act:

Grantee will comply with New Mexico's Uniform Owner-Resident Relations Act, §47-8-1. NMSA 1978 et seq.

Article IV

EVENTS OF DEFAULT

Section 4.1 Events of Default: Each of the following is an "Event of Default," as used in this Grant Agreement:

(a) Representations. Any representation of Grantee contained in any of the Grant Documents proves to have been false in any material respect and such misrepresentation, if left uncured for thirty (30) days after the date of notice from Grantor, will, in Grantor's reasonable judgment, have a material adverse impact on the Project or Grantee's ability to perform its obligations under the Grant Documents;

(b) Covenants, Agreements or Conditions. A failure to observe or perform any other of the covenants, agreements or conditions on the part of Grantee contained in this Grant Agreement or any of the other Grant Documents occurs and is not cured within thirty (30) days after the date of notice from Grantor of the occurrence of such failure; provided, however, that Grantee will have such additional time beyond the 30-day period as is reasonably necessary to cure any such default so long as Grantee has commenced to cure said default within such 30-day period and is diligently pursuing the cure of such default;

(c) Insolvency, Bankruptcy, Receivership. Grantee: (i) becomes insolvent; (ii) admits in writing its inability to pay its debts as they mature; (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; (iv) becomes the subject (either voluntarily or involuntarily) of an "order for relief" within the meaning of the United States Bankruptcy Code; (v) files a petition to effect a plan or other arrangement with creditors; (vi) files an answer to a creditor's petition, admitting the material allegations thereof, for liquidation, reorganization or to effect a plan or other arrangement with creditors; (vii) applies to a court for the appointment of a receiver for any of its assets; (viii) has a receiver appointed for any of its assets (with or without the consent of Grantee) and such receiver is not discharged within 60 days after the receiver's appointment; or (ix) otherwise becomes the subject of any federal or state bankruptcy or insolvency proceedings; or

(d) Sale or Transfer. The fee simple title to all or any part of the Property becomes vested in any person other than Grantee, whether by operation of law or otherwise, without the prior written consent of Grantor other than in accordance with Article III, Section 3.14 hereof.

Section 4.2 Remedies:

Upon the occurrence of an Event of Default, Grantor may, by written notice to Grantee, do any or all of the following: terminate this Grant Agreement, demand immediate repayment by Grantee of any and all Grant Funds advanced under this Grant and said amounts shall be immediately due and payable by Grantee without further or additional notice, or pursue any other remedy available at law or in equity, including such remedies as are provided in the LURA.

Section 4.3 Payment of Costs and Expenses:

If Grantee defaults under any provisions of this Grant Agreement or any other Grant Document and Grantor employs attorneys or incurs other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of Grantee herein contained, Grantee agrees that it will on demand therefor pay to Grantor the reasonable fees of such attorneys and such other reasonable expenses so incurred by Grantor.

Section 4.4 Limitation on Waivers:

If any agreement contained in this Grant Agreement should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive the same, any other or any future breach hereunder on any other occasion. No remedy herein conferred upon or reserved to Grantor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and will be in addition to every other remedy given under this Grant Agreement or now or hereafter existing at law or in equity or by virtue of other contracts. No delay or omission to exercise any right or power occurring upon any Event of Default will impair any such right or power or will be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Article V

MISCELLANEOUS

Section 5.1 Amendments:

No modification, alteration or amendment to this Grant Agreement or any other Grant Document will be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

Section 5.2 Successors:

Except as limited or conditioned by the express provisions hereof, the provisions of this Grant Agreement will inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 5.3 Captions:

The captions or headings in this Grant Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Grant Agreement.

Section 5.4 Counterparts:

This Grant Agreement may be signed in any number of counterparts, all of which will constitute one and the same instrument and each of which will be deemed to be an original.

Section 5.5 Notice: All notices will be written and personally delivered or mailed by certified or registered mail, postage prepaid, with return receipt requested, to Grantee at:

The City of Las Cruces
700 N. Main Street
Las Cruces, NM 88001

and to Grantor at:

New Mexico Mortgage Finance Authority
Attn: Director of Housing Development
7425 Jefferson St. NE

Albuquerque, NM 87109

or to any other address or addresses as either party entitled to receive notice under this Grant Agreement will designate, from time to time, to the other in the manner provided in this paragraph for the service of Notices.

Grantor will endeavor to give to Grantee's limited partner(s) or investor member(s) or other parties as set forth below, as applicable, copies of any notice given to Grantee and cure rights that run concurrently with those of the Grantee, at the following address(es) and will accept a timely cure by such limited partner(s) or investor member(s), as applicable. However, failure of Grantor to give notice to Grantee's limited partner(s) or investor member(s), or other parties as set forth below, as applicable, will not delay or prejudice Grantor's rights to exercise any of its rights or remedies under the Grant Documents.

Notice served by mail is effective on the date on which the notice is deposited in the mail. Grantee or Grantor may change its address at any time by giving the other ten (10) days' notice.

Section 5.6 Severability:

If any provision of this Grant Agreement is held to be unenforceable, and if the essential purposes of this Grant Agreement are not frustrated by amending or severing the unenforceable provision, then it is the intention of the parties that the provision will be deemed amended to the extent required to render the provision valid and enforceable, or, if such amendment is not possible, that the provision in question be deleted and that the remainder of the Grant Agreement remain in force.

Section 5.7 Choice of Law:

This Grant Agreement will be governed by the laws of the state of New Mexico.

Section 5.8 Waiver of Jury Trial; Jurisdiction; Venue; Forum:

GRANTEE AND GRANTOR WAIVE THEIR RIGHT, TO THE FULLEST EXTENT PERMITTED BY LAW, TO A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS GRANT AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS. All actions or proceedings with respect to the Grant Documents may be instituted in any state court sitting in Bernalillo County, New Mexico, or in the county in which the Real Property is located, in the discretion of Grantor. By execution and delivery of this Grant Agreement, Grantee irrevocably and unconditionally submits to the jurisdiction of such court and irrevocably and unconditionally waives: (a) any objection that Grantee may now or hereafter have to the laying of venue in such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. This provision is not intended to, nor will it be construed to, waive any rights of Grantor existing under Section 58-18-23 NMSA 1978, as and if amended.

Section 5.9 Publicity. Grantee agrees to the following:

(a) Signage. Grantor will, at Grantor's expense, provide Grantee with a sign that complies with local code requirements and indicates that Grantor is providing financing for the Project and a sign that informs of and identifies Grantor's fraud hotline phone number. Grantee will, at Grantee's expense, erect the sign on the Project site at a location designated by Grantor, and Grantee will be responsible, at Grantee's expense, for obtaining any licenses or permits necessary for the erection of the sign.

(b) News Releases. Grantee authorizes Grantor to prepare and furnish news releases to the news media or any publications selected by Grantor stating that financing for the Project was obtained from Grantor, and the details of such financing. However, Grantee will retain the right to approve any such press releases in advance, and will deliver such approval or corrections, if any, no more than 24 hours subsequent to receipt of any draft press release. In addition, Grantor will have the right to share equally with Grantee in any announcement or publicity regarding the source of financing for the Project.

Section 5.10 Inspections.

Grantee will fully cooperate with Grantor in reasonable periodic monitoring of the Project site and Grantee's records to verify compliance with the requirements of this Grant Agreement.

Section 5.11 Indemnity.

Grantee will indemnify, defend and hold Grantor harmless from and against any loss, cost or expense (including interest, penalties, reasonable attorneys' fees and amounts paid in settlement) arising out of or based upon the Grant Documents or the Grant, provided that, to the extent, if at all, Section 56-7-1 NMSA 1978 applies, such indemnity will not extend to any loss, cost or expense arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee, its officers, employees or agents.

Section 5.12 Assignment:

Grantor is not obligated or liable under this Grant Agreement or any of the other Grant Documents to any party other than Grantee. Grantee will not assign any of the rights, benefits, obligations or duties under this Grant Agreement or any of the other Grant Documents without the prior written consent of Grantor.

Section 5.13 Exhibits:

Grantee and Grantor agree that the following exhibits are attached to and made a part of this Agreement:

Exhibit A: Legal Description
Exhibit B: Statement of Assurances
Exhibit C1: Development Cost Budget
Exhibit C2: Sources of Funds and Financing Commitments
Exhibit D: Completion Schedule
Exhibit E: Compliance Certificate
Exhibit F: Fair Lease/Grievance Procedures

GRANTOR:

NEW MEXICO MORTGAGE FINANCE AUTHORITY

By: _____ Date: 6/12/25

George Maestas
Its: Director of Housing Development

GRANTEE:

The City of Las Cruces

By: _____ Date: 6/12/25

Ikani Taumoepeau
Its: City Manager

EXHIBIT A

LEGAL DESCRIPTION

That certain real property located in Dona Ana County, New Mexico and more particularly described as follows:

Lot 2 of Las Cruces Community of Hope Subdivision, in the City of Las Cruces, Dona Ana County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of said County on April 6, 2023, and recorded as Instrument Number 2306979, of the Plat.

EXHIBIT B

STATEMENT OF ASSURANCES

TCAP Multifamily Program

Grantee hereby assures and certifies that:

(A) LEGAL AUTHORITY

It possesses legal authority to apply for the Grant and to execute the proposed program.

(B) OFFICIAL RESOLUTION

Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the signing of the Grant Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Grantee to act in connection with the Grant Agreement and to provide such additional information as may be required.

(C) ACCESS TO INFORMATION

It will provide Grantor and citizens with reasonable access to records regarding its TCAP-assisted activities and management.

(D) PROGRAM COMPLIANCE

The TCAP Funds shall be used for the development or operation of housing that remains affordable, for the Restriction Period, to households whose annual incomes do not exceed eighty (80%) of area median income.

(E) THIRD PARTY CODE OF CONDUCT

It will comply with Grantor's Third-Party Code of Conduct, which can be found at https://housingnm.org/rfps/rfps-rfqs.

CERTIFICATIONS

(AA) The Grant Agreement does not request any more TCAP Funds in combination with other federal assistance than are necessary to provide affordable housing.

(BB) Neither Grantee, nor its Principals, nor the Principals of their Principals, if any, are debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from covered transactions (see 24 CFR § 24.1) by any federal department or agency. It will include the certification contained in the immediately preceding sentence in any and all subcontracts hereunder and will require any subcontractors or sub-consultants to comply with any and all applicable federal laws, rules and regulations, policies and procedures or guidance concerning the federal debarment, suspension, and exclusion program.

GRANTOR:

NEW MEXICO MORTGAGE FINANCE AUTHORITY

By: _____ Date: 6/12/25

George Maestas
Its: Director of Housing Development

GRANTEE:

The City of Las Cruces

By: _____ Date: 6-12-25

Ikani Taumoepeau
Its: City Manager

Approved as to Form:

07/16/2025

_____
CITY ATTORNEY

EXHIBIT C1

DEVELOPMENT COST BUDGET

Development Cost Budget		
Amador Crossing Apartments	Gross Sq. Footage:	30,405
Las Cruces	TOTAL COST	COST/GSF
ACQUISITION COSTS		
Land Acquisition	$ -	$ -
Building Acquisition	$ -	$ -
Other:	$ -	$ -
SUBTOTAL	$ -	$ -
CONSTRUCTION HARD COSTS		
Demolition	$ 30,000	$ 0.99
Accessory Structures	$ -	$ -
Site Construction	$ 1,356,000	$ 44.60
Buildings and Structures	$ 9,978,000	$ 328.17
Off-Site Improvements	$ 193,000	$ 6.35
Other:	$ -	$ -
SUBTOTAL	$ 11,557,000	$ 380.10
OTHER CONSTRUCTION COSTS		
Contractor Overhead	$ 48,000	$ 1.58
Contractor Profit	$ 483,144	$ 15.89
General Requirements	$ 480,000	$ 15.79
Construction Contingency	$ 1,284,500	$ 42.25
Gross Receipts Tax (GRT)	$ 1,035,629	$ 34.06
Landscaping	$ -	$ -
Furniture, Fixtures, & Equipment	$ 100,000	$ 3.29
Other:	$ -	$ -
SUBTOTAL	$ 3,431,273	$ 112.85
PROFESSIONAL SERVICES/FEES		
Architect (Design)	$ -	$ -
Architect (Supervision)	$ -	$ -
Attorney (Real Estate)	$ -	$ -
Engineer/Survey	$ 95,000	$ 3.12
Other :	$ -	$ -
SUBTOTAL	$ 95,000	$ 3.12
CONSTRUCTION FINANCING COSTS		
Hazard Insurance	$ -	$ -
Liability Insurance	$ 332,500	$ 10.94
Performance Bond	$ 332,500	$ 10.94
Interest	$ -	$ -
Origination\Discount Points	$ -	$ -
Credit Enhancement	$ -	$ -
Inspection Fees	$ -	$ -
Title and Recording	$ -	$ -
Legal	$ -	$ -
Taxes	$ -	$ -
Other:	$ -	$ -
SUBTOTAL	$ 665,000	$ 21.87

DEVELOPMENT COST BUDGET (CONTINUED)

Project: Amador Crossing Apartments		
PERMANENT FINANCING COSTS		
Bond Premium	$ -	$ -
Credit Report	$ -	$ -
Origination\Discount Points	$ -	$ -
Credit Enhancement	$ -	$ -
Title and Recording	$ -	$ -
Legal	$ -	$ -
Cost of Bond Issuance	$ -	$ -
Pre-Paid MIP	$ -	$ -
Reserves and Escrows	$ -	$ -
Other:	$ -	$ -
SUBTOTAL	$ -	$ -
SOFT COSTS		
Market Study	$ -	$ -
Environmental	$ -	$ -
Tax Credit Fees	$ -	$ -
Appraisal	$ -	$ -
Hard Relocation Costs	$ -	$ -
Accounting/Cost Certification	$ -	$ -
Other:	$ -	$ -
SUBTOTAL	$ -	$ -
SYNDICATION		
Organization	$ -	$ -
Bridge Loan	$ -	$ -
Tax Opinion	$ -	$ -
Other:	$ -	$ -
SUBTOTAL	$ -	$ -
TDC before Dev. Fees & Reserves	**$ 15,748,273**	**$ 518**
RESERVES		
Rent Up	$ -	$ -
Operating	$ 220,926	$ 7.27
Replacement (inc. only if capitalized)	$ -	$ -
Escrows/Working Capital	$ -	$ -
Other: Marketing Reserves	$ -	$ -
SUBTOTAL	$ 220,926	$ 7.27
DEVELOPER FEES		
Developer Fee	$ -	$ -
Consultant Fee	$ -	$ -
SUBTOTAL	$ -	$ -
Total Development Cost (TDC)	**$ 15,969,199**	**$ 525.22**

EXHIBIT C2

SOURCES OF FUNDS AND FINANCING COMMITMENTS

CONSTRUCTION SOURCES		
Amador Crossing Apartments		
SOURCE TYPE	**FUNDING SOURCE**	**TOTAL**
Grant	State of NM/Capital Outlay Allocation	$6,707,250
Grant	City of Las Cruces/Housing Trust Fund	$4,000,000
Grant	Housing NM/Housing Innovations Program	$1,500,000
Grant	Housing NM/TCAP Grant	$1,118,524
Grant	Housing NM/LTTF Grant	$921,530
Other	City of Las Cruces/GO Bond & TFF	$1,721,872
	Total construction sources	**$** 15,969,176

PERMANENT SOURCES		
Amador Crossing Apartments		
SOURCE TYPE	**FUNDING SOURCE**	**TOTAL**
Grant	State of NM/Capital Outlay Allocation	$6,707,250
Grant	City of Las Cruces/Housing Trust Fund	$4,000,000
Grant	Housing NM/Housing Innovations Program	$1,500,000
Grant	Housing NM/TCAP Grant	$1,118,524
Grant	Housing NM/LTTF Grant	$921,530
Other	City of Las Cruces/GO Bond & TFF	$1,721,872
	Total permanent sources	**$** 15,969,176

EXHIBIT D

COMPLETION SCHEDULE

Development Schedule

Project Name: Amador Crossing Date: 12/23/2024

ACTIVITY	Scheduled Date: Month/ Year	Check if Complete	Comments
Site			
Option/ Contract Executed	N/A		
Environmental Review Completed	4/26/2021		
Site Acquisition	8/19/2021		
Zoning Approval	5/15/2023		
Financing: Non-MFA Sources			
Construction Loan	N/A		
Application			
Approval			
Closing			
Permanent Loan	N/A		
Application			
Approval			
Closing			
Tax Credit Equity	N/A		
RFP			
Letter of Intent			
Partnership Closing			
Other Loans & Grants			
Type/ Source: Capital Outlay Grant			
Application			
Award			
Closing			
Other Loans & Grants			
Type/ Source: City Funding Grant			
Application			
Award			
Closing			
Plans & Specifications Completed	10/31/2024		
Relocation Plan Completed	N/A		
Building Permits Obtained	12/9/2024		
Construction Start	1/13/2025		
Construction Completion	7/17/2026		
Fair Housing Marketing Plan Completed	N/A		
Placed-in-Service/ C of O	8/31/2026		
Lease-Up	10/1/2026		

EXHIBIT E

COMPLIANCE CERTIFICATE

Witnesseth that on this June 12, 2025 the undersigned, having been granted funds from New Mexico Mortgage Finance Authority ("Grantor") for the purpose of construction a multifamily housing development ("Project"), does hereby certify that (i) during the preceding year, the Project was continually in compliance with the Grant Agreement and the Land Use Restriction Agreement, (ii) on the last day of such year 100% of the units in the Project were actually occupied by Low- and Moderate-Income Households (80.0%, or below, of the Median Area Income as determined by HUD), and (iii) representations set forth herein are true and correct to the best of the undersigned's knowledge and belief.

GRANTEE:

The City of Las Cruces

By: _____ Date: 6-12-25

Ikani Taumoepeau
Its: City Manager

EXHIBIT F

FAIR LEASE/GRIEVANCE PROCEDURES

GRANTEE DISCLOSURE
AND
GRIEVANCE PROCEDURE
for
Amador Crossing Apartments

The name, address and telephone number of the person authorized to manage the property and to receive notices and service of process for the owner is as identified below:

1. Please contact the property Management office on site at:

   Property Manager's Name: _____

   Telephone Number: _____

   NOTE: You may contact the office in writing or by telephone. However, prior to resolving any issue, a signed, written statement must be received in the office.

2. Please make an appointment to speak with the Property Manager or office staff person regarding the issue. This will include maintenance requests, resident complaints, and general reports concerning property and/or resident activity.

3. If an issue is overlooked by Management and not remedied in a satisfactory manner within three (3) to five (5) business days, a written grievance or complaint may be submitted to the Management Agent's office at the address given below. A telephone number is also provided below for your use. However, an issue may not be given priority attention until a signed, written statement is received by the Management Agent's office.

Property Management Name: _____
Property Management Address: _____
Property Management City/State/Zip: _____
Phone: _____Fax: _____

STATE OF NEW MEXICO
TOURISM DEPARTMENT
Partnership Agreement

THIS AGREEMENT is made and entered into by State of New Mexico Tourism Department, hereinafter referred to as the "NMTD," and City of Las Cruces, hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities and serving as a comprehensive source of information and assistance to tourism-related businesses wishing to locate, expand or do business in New Mexico; and

WHEREAS, NMTD desires to coordinate this partnership effort through cooperative tourism development programs for certain non-profits, local and tribal governments; and

WHEREAS, Partner wishes to assist in the creation of a tourism-related business, assets or infrastructure to stimulate tourism activities, namely the SkyFiesta of Las Cruces;

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

I. Obligations of Partner.

A. Partner shall ensure completion of the Scope of Work, as approved by NMTD and attached hereto as *Exhibit A* to facilitate the creation of the SkyFiesta of Las Cruces.

B. Partner shall ensure that promotion of the New Mexico True brand ("Brand"), which shall be included in all appropriate venues and opportunities in accordance with the requirements listed in Exhibit B.

C. Partner agrees and affirmatively states that it will implement, in all respects, the Project in the agreed upon time frame. Partner shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Partner is responsible for financing its share of the costs of the Project, including any and all Project overruns.

1. Project funds cannot be used to reimburse Partner for indirect Project costs.
2. Project funds shall not be used for purposes other than those agreed upon and specified in the Project Description.
3. The Parties agree that the Project's funds must be expended on or before June 15, 2026.

D. Following disbursement of the total grant award, Partner will be required to submit narrative and fiscal reports to NMTD.

1. Partner shall submit to NMTD a Milestone Report and participate in a Mid-Point Meeting on or before October 15, 2025.

2. Partner shall submit to NMTD a Final Report for the Project. The Final Report shall be submitted on a form provided by NMTD and contain such information as NMTD may require. The Final Report form is attached hereto and incorporated by reference as Exhibit C. The paper Final Report must be submitted on or before July 15, 2026.

E. During the term of this Agreement NMTD may request such additional information regarding the Project as it deems necessary and conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time. Requests made pursuant to this subparagraph B are in addition to and not in lieu of the final reporting described in subparagraph C of this article.

II. Obligations of NMTD.

Provide collaborative assistance in the form of matching funds up to one million dollars amount spelled out one million dollars ($1,000,000) for eligible expenses toward the creation of the SkyFiesta of Las Cruces, as outlined in *Exhibits A-B*, for a total grant award of dollar amount spelled out one million dollars ($1,000,000) for FY26.

III. Additional Terms & Conditions.

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

B. This Agreement shall become effective upon its execution by both Parties and shall terminate on June 30, 2026. Either party may terminate or seek to further negotiate this Agreement upon written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination.

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

D. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.

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

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

G. 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, electronic mail, facsimile, or U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
Novela Salazar
General Counsel
491 Old Santa Fe Trail | Santa Fe, NM 87501

505-490-7185 | novela.salazar@td.nm.gov

To Partner: Ikani Taumoepeau, City Manager
City of Las Cruces
PO Box 20000
Las Cruces, NM 88004
575-541-2078 | itaumoepeau@lascruces.gov

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Deputy Cabinet Secretary listed below.

By: Signed by: Ikani Taumoepeau 84CCB30FA2524C3... Date: 7/1/2025
Ikani Taumoepeau, City Manager
PARTNER

By: Signed by: Brad Douglas 9D1BFFBAC708437... Date: 7/1/2025
Brad Douglas, City of Las Cruces
City Attorney

Approved for legal sufficiency:

By: DocuSigned by: Novela Salazar B422D3B3622C4B6... Date: 7/1/2025
Novela Salazar, General Counsel NMTD

By: DocuSigned by: Rayline Sebay 0122E50AC4444C2... Date: 7/2/2025
Rayline Sebay, CPO, ASD NMTD

By: DocuSigned by: Jennifer Saavedra B83BA2BC2F7E403... Date: 7/2/2025
Jennifer Saavedra, Deputy Cabinet Secretary NMTD

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to engage in business and to report and pay tax from business conducted in New Mexico.

CRS Number: 01-406383-00-2

By: DocuSigned by: AnnMarie Lucero A1E23200AE974AA... Date: 7/2/2025
Taxation and Revenue Department

DocuSign Envelope ID: 607F0E6A-FDAD-48C3-8D18-9963410B24A1

EXHIBIT A

Infrastructure Scope of Work

Partner Deliverables:

A. Infrastructure Project Costs:

   a. Design and install FAA approved pylons. A combination of permanent pylons and removable pylons that can be placed in a permanent sleeve to be utilized.
      i. One - Transportable Home Pylon (HP) to 55 ft. (Custom Framed Structure with safe stairway access); anchoring to secure HP for wind loads
      ii. 14 - pole based pylons to 50 ft. with painted "barrel" and mounted LED lights, solar powered; some require sleeve or other mechanism to "lower" the pole.
   b. Portable Bleachers to expand seating options for Event.
   c. Enhancement of electrical options at the event control point and other strategic points TBD.

B. Provide a mid-point report to NMTD no later than **January 15, 2026,** to include the following items:

   a. A record of how all monies granted through this Agreement were spent (to include paid invoices, accounting system generated reports demonstrating expenses and cash disbursements).

   b. A record of equivalent matching funds being spent on the project (to include paid invoices, accounting system generated reports demonstrating expenses and cash disbursements).

C. Complete progress meetings with NMTD, providing all information as directed.
   a. Agree to make every effort to maintain effective communications with NMTD for the term of this agreement.

D. Provide a final report to NMTD no later than **July 15, 2026**, to include the following items:

   a. A record of how all monies granted through this Agreement were spent (to include invoice).

   b. A record of equivalent matching funds being spent on the project (to include invoices).

   c. Updated programming and installation including but not limited to:

      i. Images prior to work, throughout project and images of completed portions of work if applicable; and

      ii. Finalization of design, development, and installation of educational and interpretive signage; and

      iii. Original artwork and photography, as licensing allows if applicable.

E. A copy of the Master Plan.

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F. Include the following acknowledgment of support statement on all materials produced in whole or in part with Grant Funds:

   a. "Funded [in part] through a Grant with the New Mexico Tourism Department." For purposes of this requirement, the term "materials" includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items. The term "materials" does not include stationery or business cards and NMTD's logo may not be used on such items.

   b. Partner must obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.

G. All deliverables will be completed by **June 30, 2026**.

EXHIBIT B

1. ADVERTISING ELEMENTS. Partner shall provide the following to Sponsor:
   A. Event Title: SkyFiesta of Las Cruces
   B. Placement and appearance of *New Mexico True* brand ("Brand"), #NewMexicoTRUE, and link to www.NewMexico.org on Partner's website, social media sites, email, digital and print marketing materials, press releases and all other promotional or communication materials distributed or verbalized by Partner, related to the Event with the review and approval of Sponsor.
   C. Additionally, Partner will provide the following:
      i. Sponsor "Brand" on Partner's print and digital advertising, social media, and other event marketing in advance of, during, and after the event including but not limited to:
      ii. Digital print collaterals including ad strategies via Google Search Ads, Google Display Ads, and Direct Email campaigns.
      iii. Print ads featuring Sponsor "Brand" alongside event logo; and
      iv. Sponsor "Brand" featured during television advertising airing on national and local channels.
      v. Sponsor "Brand" on electronic glume certificates.
      vi. Prominent placement of 8-10 Sponsor "Brand" Banners – locations to be determined following review of event map.
      vii. One or two 30 second New Mexico True video spots showcasing other areas of the state.
      viii. 90 second New Mexico True video spot that can possibly run on-site.
      ix. Five (5) VIP passes / complimentary tickets to event.
      x. Sponsor "Brand" representation on event signage, T-shirts, giveaways as deemed appropriate.
      xi. Opportunity to have a New Mexico True booth on site during the event to distribute print material and giveaways to attendees.
      xii. Collaboration with Sponsor on logo & brand development.
      xiii. Sponsor "Brand" featured in:
         - Kick-off promotion & publicity;
         - Event action teaser videos;
         - Videographer, Interviews, B-Roll Capture;
         - Story telling video for event;
         - Event website and ticketing site;
         - Digital billboards;
         - Radio promotion – awareness, save the dates, campaigns 1-3;
         - El paso tv interviews;
         - Social media campaigns 1-3;
         - Digital & print sponsorship package;
         - Promo t-shirts for giveaways;
         - Event and stand-up tent banners;
         - Event signage, poster, patches, and decals; and
         - Promotional booth artwork & portable structure.
   D. As an official Sponsor of SkyFiesta of Las Cruces, the Sponsor shall have use of Partner's trademarks/logos as a corporate symbol, including any and all applications relating to public relations campaigns, advertising campaigns and sales campaigns until November 30, 2025.

E. In addition to the above elements, partner must also agree to the following:
   i. Prior to the Event, Partner shall prepare a safety plan describing the specific nature of the safety measures to be taken in the event of an emergency, as well as the site security details. Partner shall ensure that any activities carried out are in accordance with all applicable laws, rules, safe practices, and protections.
   ii. Acknowledge that there shall be no advertising of alcoholic beverages, drugs, or material which is defamatory, threatening, offensive and/or unlawful within the immediate vicinity of Sponsor signage or booth space.

2. EVENT REPORT. Partner shall submit the following pertinent information in a final event report to Sponsor at novela.salazar@td.nm.gov.
   A. Attendance
      i. Number of attendees at event
      ii. If this is a repeat event, how was this different from last event?
      iii. How was this number calculated?
   B. Economic Impact
      i. How did this event have an economic impact on the community (please provide data source or methodology)?
      ii. How did sponsorship from the New Mexico Tourism Department contribute to that impact?
   C. Brand Integration
      i. How did you integrate the *New Mexico True* brand into marketing and promotion materials for the event?
      ii. How did you integrate the *New Mexico True* brand into the event itself?
   D. Supporting Documents. Partner shall provide the following to Sponsor:
      i. Copies of all advertisements and promotional materials containing the Brand.
      ii. Photos of the Brand usage at the event.
   E. Invoice. Partner shall provide an invoice to:

New Mexico Tourism Department
491 Old Santa Fe Trail
Santa Fe, New Mexico 87501
Email: TD.AccountsPayable@state.nm.us

Docusign Envelope ID: F5FD88A9-E677-4142-936C-7BB27B0E420C

Contract Number: D19033/1
Vendor Number: 0000054342
Control Number: C1213003

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FIRST AMENDMENT TO
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AMENDMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Las Cruces, hereinafter called the "Grantee". This Amendment is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, the Department and the Grantee entered into a Capital Appropriation Project Agreement, Control Number C1213003, Contract Number D19033 on October 4, 2021; and,

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Sub Section 44, the Legislature made an appropriation to the Department, funds from which the Department made available to the Grantee under Contract Number D19033; and,

WHEREAS, in the Laws of 2025, Chapter 158, SB425, Section 125, the Legislature reauthorized or re-appropriated funding, under Contract Number D19033 and extended the expenditure period; and,

WHEREAS, Article VII allows the parties to alter the Agreement by written consent of both parties; and,

WHEREAS, the Department and the Grantee want to amend the Agreement; and,

WHEREAS, pursuant to NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Amendment.

AGREEMENT

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

1. Article I(A) is deleted and replaced with the following:

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

DFA Appropriation ID F3003, NMDOT Control Number C1213003, **$400,000**
APPROPRIATION REVERSION DATE: 6/30/2025
Laws of 2021, Chapter 138, HB285, Section 33, Sub Section 44, Four Hundred Thousand Dollars and No Cents (**$400,000**), to acquire rights of way and to plan, design and construct extensions, including utility and flood control infrastructure, on east Madrid avenue in Las Cruces in Dona Ana county.

The funding identified above was reauthorized or re-appropriated during the 2025 Legislative Session to extend the time of expenditure with the following new appropriation ID and reversion date.

DFA Appropriation ID J4123, NMDOT Control Number C1213003
APPROPRIATION REVERSION DATE: 6/30/2027
Laws of 2025, Chapter 158, SB425, Section 125.

The Grantee's total reimbursements shall not exceed the appropriation amount Four Hundred Thousand Dollars and No Cents, $400,000, (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, $0.00, which equals Four Hundred Thousand Dollars and No Cents, $400,000, (the "Adjusted Appropriation Amount").

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

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

2. Article IV(A) is deleted and replaced with the following:

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2027 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

The remainder of this page is intentionally left blank.

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

GRANTEE

Signature of Official with Authority to Bind Grantee

By: KARL T.
(Type or Print Name)

Its: CITY MGR.
(Type or Print Title)

6/11/2025
Date

Approved as to Form and Legal Sufficiency:

06/09/2025
CITY ATTORNEY

DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Mallery Manzanares
83F307B82C81449...
Cabinet Secretary or Designee

06/18/25
Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

DocuSigned by:
Sundeepeet kaur
CBDDE719EE734A2...
By: Aaron Frankland or Designee

06/17/25
Date

Docusign Envelope ID: F5FD88A9-E677-4142-936C-7BB27B0E420C

RESOLUTION 25-145

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A REAUTHORIZED GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) requests funding on an annual basis from the New Mexico State Legislature to complete capital outlay projects throughout the City; and

WHEREAS, a reauthorization of appropriation 21-F3003 was approved during the 2025 Legislative Session to extend the time of expenditure. Appropriation 25-J4123 reflects this change; and

WHEREAS, the New Mexico Department of Transportation (NMDOT) requires a resolution of acceptance by the City before the agreement is fully executed.

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

(I)

THAT The City Manager or successor is authorized to sign the agreement for this project.

(II)

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

DONE AND APPROVED this 02 day of June 2025

APPROVED

Mayor

ATTEST:

City Clerk

Moved by: Yvonne Flores

Seconded by: Becky Corran

AYES Yvonne Flores, Johana Bencomo, Becki Graham, Becky Corran, Cassie McClure, William Mattiace, Eric Enriquez

NAYS

Docusign Envelope ID: F5FD88A9-E677-4142-936C-7BB27B0E420C

25-145

Type of Action:
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

City Council Action and Executive Summary

District:	☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:		**Adopted:**	June 2, 2025
Drafter:	Perla Galindo	**Department:**	Financial Services
Program:	Grants Administration	**Line of Business:**	Fiscal Management
Title:	**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A REAUTHORIZED GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).**		

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

PURPOSE(S) OF ACTION:

To accept a reauthorized grant award from the New Mexico Department of Transportation.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) requests funding on an annual basis from the New Mexico State Legislature to complete capital outlay projects throughout the City. The City was granted the following reauthorization from the New Mexico Department of Transportation (NMDOT) during the 2025 Legislative Session:

Appropriation 25-J4123 for the East Madrid Road Expansion project which is a reauthorization of 2021 Legislative Appropriation 21-F3003.

This appropriation has been reauthorized for $400,000 and to extend the time of expenditure with a reversion date of June 30, 2027.

The funding is to acquire rights of way and to plan, design and construct roads, including curb and gutter, utilities and flood control, on East Madrid Avenue in Las Cruces in Dona Ana County.

NMDOT requires a resolution of acceptance by the local governing body prior to the agreement being fully executed.

SUPPORT INFORMATION:

Attachment "A" - Intergovernmental Grant Agreement Control No C1213003 1st Amendment

PLAN(S):

Elevate Las Cruces

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept reauthorized Appropriation 25-J4123.
2. Vote "No"; this will not approve the Resolution to accept reauthorized Appropriation 25-J4123 and will result in a loss of funds.
3. Vote to "Amend"; this will require further direction to staff.
4. Vote to "Table"; this will result in a loss of funds needed to complete City projects.

Attachment "H"

Purchase Order

Issuing Office
Smithsonian Institution
NATIONAL MUSEUM OF NATURAL HIS
WEST LOADING DOCK
10TH & CONSTITUTION AVENUE,NW
WASHINGTON DC 20560
United States

Dispatch via Print

Purchase Order	Revision	Date	Page
25-PO-610-0000517270		11/07/2024	1 of 2
Payment Terms	**Freight Terms**		**Ship Via**
Net 30	FOB Destination		Cheap
Buyer	**Phone**		**Currency**
NATALIE WIMBERLY	202/633-3021		USD

Ship To: Smithsonian Affiliations
REF PO: 25-PO-610-0000517270
470 L'Enfant Plaza
Suite 7400
Washington DC 20024
United States

Vendor: 0000100119
City of Las Cruces
dba; Las Cruces City of Inc
700 N. Main Street
Las Cruces NM 88001-3512

Bill To: 600 Maryland Ave SW
Washington DC
United States

Tax Exempt? Y **Tax Exempt ID:** 53-0206027 **Contract # (IF ANY)**

Ln-Sch	Item/Description	Mfg ID	Qty	UOM	PO Price	Ext Amt	Due Date
1 - 1	NASA's Universe of Learning 2024 Project Educational services to support the UoL 2024 program.		1.00	SRV	5,000.00	5,000.00	11/07/2024
				Line Total		5,000.00	

SCOPE OF WORK
The contractor shall complete educational services at their institution using NASA¿s Universe of Learning (UoL) resources to reach audience via program, event, exhibit, or other learning experience; organization participated in Universe of Learning webinars and Community of Practice forum; submit a final report to Smithsonian Affiliate and SAO.

STATEMENT OF WORK
See attachment

PERIOD OF PERFORMANCE
All work under this purchase order shall begin on/by November 8, 2024, and be completed by November 7, 2025.

PRICE
The price to the Smithsonian Institution for this purchase order is a firm fixed price of $5,000.00 for services with all costs included.

PAYMENT SCHEDULE
Multiple payments shall be made as follows upon completion and acceptance of all work as required and receipt of proper invoices referencing this purchase order number:

Date will vary. (Deliverable 1)
Payment 1 in the amount of $2500.00: To be made upon the completion and acceptance of work by signing attached PO.

August 8, 2025 (Deliverable 3)
Payment 2 in the amount of $1500.00: To be made upon completion of quarterly check-in requirements.

November 7, 2025 (Deliverable 5)
Payment 3 in the amount of $1000.00: To be distributed upon completion of project model documentation and submission of final online report.

If at any time subcontractors are used, all insurance requirements must be met by the subcontractors.

INQUIRIES
Inquiries, acknowledgements, and correspondence pertinent to this order should be directed to:

Dwon Weston, Primary Procurement Officer.
Smithsonian Institution Traveling Exhibition Services,
Smithsonian Affiliations
600 Maryland Avenue, SW
Suite 5060W
Washington, DC 20024
Phone-WK 202-633-3147 / WK Cell 202-256-3521
Westond@si.edu

803-0000-717532-740000-6100-2526-1000-40717532HH5001-DEFAULT

Authorized Signature **Date**
DWON WESTON, Procurement Officer

Attachment "H"

Purchase Order

Issuing Office
Smithsonian Institution
NATIONAL MUSEUM OF NATURAL HIS
WEST LOADING DOCK
10TH & CONSTITUTION AVENUE,NW
WASHINGTON DC 20560
United States

Dispatch via Print

Purchase Order	Revision	Date	Page
25-PO-610-0000517270		11/07/2024	2 of 2
Payment Terms	**Freight Terms**		**Ship Via**
Net 30	FOB Destination		Cheap
Buyer		**Phone**	**Currency**
NATALIE WIMBERLY		202/633-3021	USD

Ship To: Smithsonian Affiliations
REF PO: 25-PO-610-0000517270
470 L'Enfant Plaza
Suite 7400
Washington DC 20024
United States

Vendor: 0000100119
City of Las Cruces
dba; Las Cruces City of Inc
700 N. Main Street
Las Cruces NM 88001-3512

Bill To: 600 Maryland Ave SW
Washington DC
United States

Tax Exempt? Y **Tax Exempt ID:** 53-0206027 **Contract # (IF ANY)**

Ln-Sch	Item/Description	Mfg ID	Qty	UOM	PO Price	Ext Amt	Due Date

RIGHTS-IN-DATA
The Smithsonian's "rights-in-data" clause is attached hereto and incorporated by reference herein. By signing this purchase order, contractor acknowledges that he/she has read the "rights-in-data" clause and accepts all of its terms and conditions.

The following are attached and made a part of this purchase order:
1. P.O. Terms and Conditions (October 2010 - SI - 147A)
2. Contracting Officers Technical Representative (COTR - Natalie Wimberly)
3. Statement of Work dated 11/7/2024
4. Rights In Data Clause (June 2001)

Contractor shall sign this purchase order and return it to the same address as given above for inquiries:

Accepted and agreed by Contractor's authorized representatives:

Signature: _____

Printed name: _____

Date: 10/24/25

The Prompt Payment Act, P.L. 97-177 (31 U.S.C. SEC. 3901) is not applicable to the Smithsonian Institution.

Total PO Amount 5,000.00

Smithsonian Institution
Purchase Order Terms and Conditions

1. Complete Agreement: The purchase order and all documents attached represent the entire agreement between the Smithsonian Institution (SI) and the Contractor. Any modification, alteration or amendment to this purchase order must be in writing and signed by an authorized agent of the SI.

2. Inspection and Acceptance: The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The SI reserves the right to inspect, test or evaluate any supplies or services that have been tendered for acceptance. The SI may require repair or replacement of nonconforming supplies or re-performances of nonconforming services at the Contractors expense. The SI must exercise its post acceptance rights- (a) Within a reasonable period of time after the defect was discovered or should have been discovered; and (b) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. Inspection and acceptance will be at destination, unless otherwise provided in writing. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the SI. Final acceptance by the SI will be conditional upon fulfillment of the above requirements.

3. Overpayment: If the Contractor becomes aware of a duplicate invoice payment or that the SI has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

4. Use of Smithsonian Name or Logo Prohibited: The SI owns, controls and/or has registered the trademarks /service marks "Smithsonian," "Smithsonian Institution" and the Smithsonian sunburst logo. Except as may be otherwise provided herein, the Contractor shall not refer to the SI or to any of its museums, organizations, or facilities in any manner or through any medium, whether written, oral, or visual, for any purpose whatsoever, including, but not limited to, advertising, marketing, promotion, publicity, or solicitation without written consent.

5. Warranty: The Contractor warrants and implies that the goods and services furnished hereunder are merchantable, fully conform to the SI's specifications, drawings, designs, and are fit for intended use described in this contract. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to all customers for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Contractor agrees to pass through all warranties from other manufacturers.

6. Title: Unless otherwise specified in this contract, title to items furnished under this contract shall pass to the SI upon acceptance, regardless of when or where the SI takes physical possession.

7. Excusable Delays: The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the SI, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

8. Disputes: Any dispute arising under this contract that the parties are unable to resolve shall be decided by the Contracting Officer. All disputes must be submitted to the Contracting Officer in the form of a written claim supported by evidence within twelve (12) months following accrual of the claim. The Contracting Officer will provide a written decision to the Contractor, and that decision is the final and conclusive decision of the Smithsonian Institution, which is effective on the date the Contractor receives the decision. The Contractor retains all rights to subsequent judicial review to which it is entitled under federal law. The Contractor shall comply with any decision of the Contracting Officer and otherwise proceed diligently with performance of this contract pending final resolution of any request for relief, claim, or action arising under the contract.

9. Termination for Cause: The SI may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SI, upon request, with adequate assurances of future performance, or is added at any time during the term of the agreement to be listed on a denied parties list maintained by any US security agency. In the event of termination for cause, the SI shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the SI for any and all rights and remedies provided by law. If it is determined that the SI improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

10. Termination for the Smithsonian Convenience: The SI reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the SI, using its standard record keeping system, have resulted from

Smithsonian Institution
Purchase Order Terms and Conditions

the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the SI any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

11. Changes: The SI may at any time, in writing, make changes within the general scope of this purchase order to include. (a) Technical requirements and descriptions, specifications, statements of work, drawings or designs; (b) Shipment or packing methods; (c) Place of delivery, inspection or acceptance; (d) Reasonable adjustments in quantities or delivery schedules or both; and, (e) SI-furnished property, if any. If any such change causes an increase or decrease in the cost of or the time required for performance of this purchase order, the Contractor shall inform the SI in writing within thirty (30) days after receipt of change request. Any additional charges must be approved in writing by the SI authorized procurement officer executing this purchase order. Contractor shall not make any changes without the written consent of the SI authority executing this purchase order.

12. Confidentiality and Disclosure: *

12.1 Confidential Information: Confidential Information - consists of trade secrets, product concepts, customer information, marketing communication material, marketing strategies, and other commercial or financial information that if affirmatively used by a competitor of the disclosing party would cause the disclosing party substantial competitive harm or information the release of which would violate the privacy rights of a third party with no overriding public interest. If Confidential Information is disclosed in tangible form, it shall be clearly designated in writing as such by the disclosing party. If Confidential Information is disclosed other than in writing, the information deemed to be Confidential Information shall be confirmed in writing as such within thirty days of such disclosure.

12.2 Limited Disclosure: Each party agrees that it will not disclose Confidential Information provided to it by the other party to others except to the extent that it is necessary to disclose such Confidential Information to its directors, officers, representatives, legal and financial consultants, and employees having a need to know such Confidential Information ("authorized parties") for the purpose of pursuing a business and contractual relationship between the parties. The parties shall use at least the same degree of care that each party uses to protect its own Confidential Information of similar importance, but no less than a reasonable degree of care. Further, the parties may disclose Confidential Information if required by law, subpoena, order or request of a federal governmental authority or court of competent jurisdiction, and further, provided that the party obligated to disclose such Confidential Information shall (a) assert the confidential nature of the Confidential Information to be disclosed, (b) use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed, and (c) immediately notify the other party of the requirement, order, or request to disclose in advance of such disclosure in order to afford the other party the opportunity to contest disclosure. No other use or disclosure of Confidential Information may be made by any party without the prior written consent of the disclosing party.

13. Indemnity: ~~The Contractor shall defend, indemnify, and hold harmless the SI, its Regents, directors, officers, employees, volunteers, licensees, representatives, agents and the United States Government (hereinafter referred to as "Indemnitees") from and against all actions, causes of action, losses, liabilities, damages, suits, judgments, liens, awards, claims, expenses and costs including without limitation costs of litigation and counsel fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to:~~ Y** R

~~13.1. Any breach of this Agreement, Terms and Conditions, and the performance thereof by Contractor, Subcontractor, other third parties, or any activities of Indemnitees, including, without limitation, the provision of services, personnel, facilities, equipment, support, supervision, or review; any claims of any kind and nature whatsoever for property damage, personal injury, illness or death (including, without limitation, injury to, or death of employees or agents of Contractor or any Subcontractor).~~

~~13.2. Any claims by a third party of actual or alleged direct or contributory infringement, or inducement to infringe any United States or foreign patent, trademark, copyright, common law literary rights, right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract or any libelous or other unlawful matter contained in such data or other intellectual property rights and damages. The contractor shall notify the SI immediately upon receiving any notice or claim related to this contract.~~

14. Hazardous Material: The Contractor shall inform the SI in writing at the correspondence address listed on the purchase order prior to shipment and delivery of any hazardous material. Any materials required by this purchase order that are hazardous under federal, state or local statute, ordinance, regulation, or agency order shall be packaged, labeled, marked and shipped by the Contractor to comply with all federal, state and local regulations then in effect.

15. Countries of Concern: Contractor represents and warrants that it is not, and for the duration of this contract shall not be, owned, controlled, funded by, or subject to, the jurisdiction or direction of a U.S. Government Country of Concern ("CoC") or an entity located within a CoC. Covered countries are identified based on U.S. Government lists (the Department of State's State Sponsors of Terrorism and the National Science Foundation's Implementation Guidance for NSPM-33), which

*Parties agree City of Las Cruces is subject to and limited by disclosure laws, including the Inspection of Public Records Act. Page 2 of 4 Y R

**Indemnification by City of Las Cruces is prohibited by the New Mexico Constituton. Y R

New Mexico Constitution, Article IX, Section 8; *Henning v. Town of Hot Springs,* 1939-NMSC-029, 44 N.M. 321; *City of Santa Fe v. First National Bank in Ranton*, 1937-NMSC-009, 41 N.M. 130

Smithsonian Institution
Purchase Order Terms and Conditions

are dynamic and as of October 2024 include China, Cuba, Iran, North Korea, Russia, and Syria. Contractor further represents that it is not, and for the duration of this contract shall not be owned, controlled, funded by, or subject to, the direction of any entity or individual subject to U.S. or international sanctions or embargo lists, including but not limited to the Department of Defense Countering Unwanted Foreign Influence in Department-Funded Research at Institutions of Higher Education (defense.gov) list. Contractor shall ensure that all subcontractors providing goods or services under this contract adhere to these requirements. The Smithsonian shall have the right to terminate this Agreement immediately upon written notice in event of any breach of this representation and warranty by Contractor or any subcontractor.

16. Civility: The Smithsonian is committed to maintaining a work environment where people feel welcome respected, safe, and valued. Harassment, threats of violence, incidents of intimidation, retaliation, or other concerning behaviors that negatively affect the work environment will not be tolerated. Contractor shall ensure that its employees, representatives, agents, and subcontractors performing under this contract are informed of and adhere to this requirement. Contractor is encouraged to have all of its employees, representatives, agents, or subcontractors under this contract who interact with the Smithsonian or with the general public on the Smithsonian's behalf take Smithsonian's free online training course: Fostering a Culture of Respect at the Smithsonian: SI Civil Training for Employees and Affiliated Staff. This course is available on Smithsonian's internal and external e-learning system https://moodlex.si.edu.

17. Other Compliances: The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

18. Security Consideration: OPS, OCon 520 Contractor's conducting work on the SI premises are required to obtain a temporary or long-term identification badge. Contractor's employee (s) requiring a long-term identification badge is subject to a fingerprint review. An adverse finding during the fingerprint review may prohibit a contractor's employee (s) from working on the contract. The SI will inform the contractor if a long-term identification badge is required.

Y*R

19. Insurance and Bonds: ~~Contractor shall maintain at all times during the performance of this contract Commercial General Liability Insurance. Contractor shall maintain Worker's Compensation Insurance in accordance with statutory requirements and limits. If during the performance of this contract, a vehicle is required, contractor shall maintain business automobile insurance. If this contract relates to any type of media exposure, then Contractor is required to have professional errors and omissions coverage. If this contract requires Contractor to handle Smithsonian funds or guard or protect Smithsonian artifacts, Contractor will also be required to obtain a fidelity bond or crime insurance. If this contract includes the SI 147B Privacy and Security Clause the contractor must comply with the insurance requirements listed therein, if applicable. Limits of such bonds or insurance policies are to be determined. SI shall be listed as an "additional insured" under the comprehensive general liability and business automobile policies. Proof of insurance shall be in the form of a binder, policy, or certificate of insurance and this is to be submitted to the SI's Procurement Officer prior to work being initiated.~~

20. Invoice Instructions: Invoices shall be submitted to the bill to address on the face of the purchase order after delivery of supplies and/ or services, and shall contain the following information: (a) Contractor's name, address, and taxpayer identification number (TIN). (b) Invoice date and number. (c) Purchase order number including contract line item number. (d) Item description, quantity, unit of measure, unit price, and extended price. (e) Name, title, telephone and fax number, and mailing address of point of contact in the event of an invoice discrepancy. (f) Invoice total, payment discount terms and remittance address. (g) Shipping and payment terms (e.g. shipment number, date of shipment, and discount terms). Bill of lading number and weight of shipment should be included when using Smithsonian Institution bills of lading. Prepaid shipping costs shall be indicated as a separate item on the invoice. (h) Any other information or documentation required by other provisions of the contract.

21. Travel: (a) If travel is specified under this purchase order; it must be pre-authorized by the Contracting Officer's Technical representative (COTR) prior to occurrence. The Contractor shall be reimbursed for such travel upon receipt of documentation that the expenses were incurred. (b) Rail or air transportation costs shall not be reimbursed in an amount greater than the cost of economy class rail or air travel unless the economy rates are not available and the Contractor certified to this fact in vouchers or other documents submitted for reimbursement. (c) Room and meals (per diem travel allowance) shall be reimbursed in accordance with the Contractor's established policy, but in no event shall such allowances exceed the rates Contractor's established in the Federal Travel Regulations. (d) The contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal travel Regulations, not to exceed the cost by the most direct economy air route between the points so traveled. If more than one person travels in the same automobile, the Contractor for such travel shall incur no duplication of or otherwise additional charges. (e) The Contractor shall be reimbursed upon receipt of appropriate documentation that the expenses were incurred. Total travel cost will not be reimbursed for an amount that exceeds the estimated amount stated in this purchase order.

22. Responsibility of Smithsonian Property: Contractor assumes full responsibility for and shall reimburse ~~and~~

*** City of Las Cruces is self-insured. Y R

Smithsonian Institution
Purchase Order Terms and Conditions

~~indemnify~~ the SI for any and all loss or damage whatsoever kind and nature to any and all SI property, including any equipment, supplies, accessories, or parts furnished, while in the Contractor's custody and care, or resulting in whole or in part from the negligent acts, omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

23. Internet Protocol Version 6 (IPV6) Compliance: In the event that the Contractor will be developing, acquiring, and/or producing products and/or systems pursuant to this Contract that will be connected to a network or that will interface with the World Wide Web, the following provisions shall apply: OMB Memo M-05-22, dated August 2, 2005, and OMB guidance, dated July 2012 September 28, 2010, that requires procurements of networked IT comply with the USGv6 Profile and Test Program for the completeness and quality of SI IPv6 capabilities. The Contractor hereby warrants and represents that such products and/or systems to be developed, acquired, and/or produced pursuant to this Contract will be IPv6 compliant. These products and/or systems must be able to receive, process, and transmit or forward (as appropriate) IPv6 packets and must be able to interoperate with other systems and protocols in both IPv4 and IPv6 modes of operation. If the product or system will not be IPv6 compliant initially, the Contractor will provide a migration path and express commitment to upgrade to IPv6 for all application and product features. Any such migration path and commitment shall be included in the Contract price. In addition, the Contractor will have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

24. Clauses Incorporated by Reference: This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. The applicability of these clauses is effective upon the date of the actual contract award. Upon request the Contracting Official will make the full text available. The full text of the following FAR clauses may be viewed at the Federal Acquisition Regulation (FAR) website. For the full text of Smithsonian Institution clauses contact the procurement official. The Contractor shall comply with the FAR clauses incorporated by reference, unless the circumstances do not apply: References herein to the "Government" shall be deemed to mean the Smithsonian Institution.

22.1 Smithsonian Clauses:

- Minimum Insurance
- Smithsonian Institution Privacy and Security Clause (form SI 147B, SI Privacy and Security Clause)

22.2 FAR Clauses

- 52.222-3 Convict Labor
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies
- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Veterans
- 52.222-36 Equal Opportunity for Workers with Disabilities
- 52.222-41 Service Contract Labor Standards
- 52.222-50 Combating Trafficking in Persons. (non-commercial services awards that do not exceed $500,000)
- 52.222-56 Certification Regarding Trafficking In Persons Compliance Plan (when applicable)
- 52.223-1 thru 4 Bio-based Product Certification/Affirmative Procurement of Biobased Products Under Service and Construction Contracts/Hazardous Material Identification and Material Safety Data/Recovered Material Certification
- 52.223-5 Pollution Prevention and Right-to-Know Information
- 52.224-1 Privacy Act Notification
- 52.225-1 Buy American Supplies
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.232-11 Extras
- 52.239-1 Privacy or Security Safeguards (see form SI 147B)
- 52.233-3 Protest After Award
- 52.244-6 Subcontracts for Commercial Items

22.3 Additional FAR clauses that apply when applicable:

- 52.204-6 Unique Entity Identifier
- 52.204-7 System for Award Management
- 52.208-4 Vehicle Lease Payments
- 52.208-5 Condition of Leased Vehicle
- 52.208-6 Marking of Leased Vehicles
- 52.208-7 Tagging of Leased Vehicle
- 52.211-6 Brand Name or Equal
- 52.211-17 Delivery of Excess Quantities
- 52.222-54 Employment Eligibility Verification (E-Verify)
- 52.228-8 Liability and Insurance Leased Motor Vehicles
- 52-233-4 Applicable Law for Breach of Contract Claim
- 52.236-5 Material and Workmanship
- 52.247-29 F.o.b. Origin
- 52.247-34 F.o.b. Destination

Smithsonian Institution
Privacy and Security Clause

1. Smithsonian Data: (a) The Smithsonian Institution ("Smithsonian") retains sole ownership of, and unrestricted rights to, any and all physical or electronic information collected, processed, or stored by or on behalf of the Smithsonian ("Smithsonian Data"), which is defined to include personal information, also referred to as personally identifiable information (PII), *i.e.*, information about individuals, which may or may not be publicly available, that can be used to distinguish or indicate an individual's identity, and any other information that is linked or linkable to an individual, such as medical, educational, financial or employment information, online identifiers such as IP address, device IDs, and cookie data, and any other information defined as "personal information," "personal data" (or other analogous variations of such terms) under the applicable privacy, security and data protection laws ("PII"). (b) Contractor shall maintain, transmit, and retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of Smithsonian Data. (i) Contractor shall only access, maintain, use, and disclose Smithsonian Data to the extent necessary to carry out the requirements of this contract, and shall not use Smithsonian Data for any other purposes, including testing or training purposes. (ii) Contractor shall only provide Smithsonian Data to its authorized employees, contractors, and subcontractors and those Smithsonian employees, contractors, and subcontractors who have a valid business need to know such information in order to perform duties consistent with this contract. (iii) Contractor shall ensure that all Smithsonian Data is protected from unauthorized access, disclosure, modification, theft, loss, and destruction and will provide assurance and evidence of such protections upon the Smithsonian's request. (iv) Contractor shall not disclose Smithsonian Data without the Smithsonian's advance written authorization. If Contractor receives a legal request (such as a subpoena), or becomes subject to a legal requirement or order to disclose Smithsonian Data, Contractor shall (1) immediately notify the Contracting Officer's Technical Representative ("COTR") of it and afford the Smithsonian the opportunity to contest such disclosure, (2) assert the confidential nature of the Smithsonian Data, and (3) cooperate with the Smithsonian's reasonable requirements to protect the confidential and proprietary nature of Smithsonian Data. (v) Contractor shall not transfer access to any Smithsonian Data in the event of a Contractor merger, acquisition, or other transaction, including sale in bankruptcy, without the prior written approval of the Contracting Officer. (c) Contractor shall provide the Smithsonian reasonable access to Contractor facilities, installations, technical capabilities, operations, documentation, records, databases, and personnel, and shall otherwise cooperate with the Smithsonian to the extent required to carry out an audit for compliance with the requirements in this contract. Contractor shall, as requested by the COTR, complete, or assist Smithsonian staff with the completion of, a privacy and/or security review which might include providing requested information and documentation about how Smithsonian Data is used, collected, maintained, stored, or shared. (d) Contractor shall make any Smithsonian Data accessible to the COTR as soon as possible, but no later than ten calendar days of receiving a request from the COTR, and shall transfer all Smithsonian Data to the COTR no later than thirty calendar days from the date of such request from the COTR. Contractor shall, when required to transfer Smithsonian Data to the COTR under the terms of this contract, provide that Smithsonian Data in one or more commonly used file or database formats as the COTR deems appropriate. (e) Unless otherwise specified in this contract, Contractor shall purge any Smithsonian Data from its files and shall provide the COTR a Certificate of Destruction ("COD"),confirming the purging of the Smithsonian Data within forty- five calendar days of receiving a request from the COTR or at the expiry of this contract. (f) Contractor shall only be permitted to use non-Smithsonian provided information technology resources to access or maintain Smithsonian Data if Contractor provides, and the COTR approves, the following written certifications about the non-Smithsonian provided information technology resources: (i) Contractor shall maintain an accurate inventory of the information technology resources; (ii) Contractor shall keep all software installed on the information technology resources, especially software used to protect the security of the information technology resources, current and free of vulnerabilities; (iii) Contractor shall encrypt all Smithsonian Data stored or accessed on non-Smithsonian provided mobile devices and back-up devices (*e.g.*, phone, laptop, tablet, or removable media) using a Federal Information Processing Standards compliant encryption method; (iv) Contractor shall utilize anti-virus software on all non-SI information technology resources used under this contract; and (v) Contractor shall encrypt all transmissions of PII using Transport Layer Security 1.2 or higher with secure cyphers. Secure Sockets Layer shall not be used. (g) Unless more substantial requirements are provided for herein, Contractor is responsible for, at a minimum, applying industry best practice background screening, security and privacy training, and other appropriate personnel security safeguards to the services performed under this contract. (h) Contractor shall, if requested by the COTR, require its employees to sign a nondisclosure agreement, sign a conflict of interest agreement, and/or sign an acknowledgement of the requirements in this contract.

2. Privacy Breach or IT Security Incident: In the event of (i) any action that threatens or is likely to threaten the confidentiality, integrity, or availability of Smithsonian IT resources (including computer hardware and software, data, communication links, mobile devices, digitized assets, automated processes, physical computing environments, and associated personnel, whether located inside or outside of the Smithsonian); (ii) any activity that violates Smithsonian IT Security policies provided by the COTR; (iii) any suspected or confirmed loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or situation where persons other than authorized users or for an other than authorized purpose have access or potential access to Smithsonian Data or PII in a usable form, whether physical or electronic; or (iv) any suspected loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or situation where persons other than authorized users

***Parties agree City of Las Cruces is subject to and limited by disclosure laws, including the Inspection of Public Records Act.

or for an other than authorized purpose have access or potential access to PII in a usable form, whether physical or electronic (collectively, "Incident"), Contractor shall: (a) Immediately, but no later than 24 hours after discovery, report the Incident to the designated COTR and Smithsonian Office of the Chief Information Officer ("OCIO") Service Desk by calling 202-633-4000 and, if the OCIO Service Desk does not answer the telephone, leaving a voicemail which includes the name of Contractor, a brief summary of the Incident, and a return telephone number; (b) The Contractor shall cooperate with Smithsonian investigations and response activities for breaches or incidents that include the Contractor's IT resources or personnel; (c) Follow industry standard best practices to preserve evidentiary information to support forensics analysis, correct and mitigate any damages resulting from the Incident, provide a final report or summary of the incident to include lessons learned and corrective actions taken and planned; (d) Contractor shall acquire applicable forensics services in the event the Contractor does not have adequate resources or capabilities to respond to the Incident; and (e) Indemnify and hold the Smithsonian harmless from any costs incurred by the Smithsonian in connection with such Incident or corrective actions the Contractor must deploy to safeguard SI information.

3. Public-Facing Software: (a) Any application, system, software, or website used to fulfill the terms of this contract, which can be accessed by members of the public (Public-Facing Software) shall comply with Smithsonian's Privacy Statement (located at Smithsonian Institution's Privacy Statement | Smithsonian Institution (si.edu) and the Smithsonian Kids Online Privacy ("SKOP") Statement (located at http://www.si.edu/privacy/kids), and such Public- Facing Software shall provide the public with privacy notices in locations that are acceptable in accordance with these policies. (b) For kiosks and interactives developed by Contractor, the Contractor shall take all reasonably necessary steps to ensure they will be maintained with antivirus software and routine patching. (c) If Contractor discovers that information was collected from someone under the age of 13 in violation of the SKOP's parental permission requirements, Contractor shall provide notice to the Smithsonian Privacy Office as soon as possible, but no later than 24 hours after discovery, and delete that information as soon as possible, but no later than 24 hours after discovery. (d) Any public-facing software that employs tracking technology (such as a cookie, pixel, web bug, or web beacon) or collects contact information shall provide all users with legally-compliant notice of its data collection and tracking practices, and any required consumer choices (including the opportunity to opt-in or opt-out, as required). as well as: (i) for those who opt-out or decline the "opt-in," reasonable access to the public-facing software; and (ii) for those who "opt-in", a subsequent and accessible opportunity to request that the tracking or communications cease (*i.e.*, "opt-out").

4. Cardholder Data and PCI Sensitive Authentication Data: (a) Any Contractor that collects, processes, stores, transmits, or affects the security of cardholder data or Payment Card Industry ("PCI") sensitive authentication data, either directly or through a third party, in order to carry out the requirements of this contract shall provide the COTR, before this contract begins and annually thereafter, for the Contractor and for any third party vendor that processes, stores, transmits, or affects the security of cardholder data or PCI sensitive authentication data, a current, complete, comprehensive, and signed PCI Data Security Standard ("DSS") Attestation of Compliance ("AOC"), a template for which may be accessible in the online document library of the PCI Security Standards Council ("SSC"); (b) any Contractor that works as a PCI Third-party Service Provider ("TPSP"), in order to carry out the requirements of this contract, shall provide the COTR: (i) the duly authorized contact responsible for the Contractor's maintenance of PCI DSS compliance; (ii) the *PCI DSS Requirement Management Form* provided by the COTR, which asks whether Contractor or a third party shall be responsible for ensuring that certain key DSS requirements are met; (iii) before this contract begins and for each bespoke and custom software developed for the Smithsonian i.e., application, system, software, or website, the validation for the use of the PCI SSC's Software Security Framework standards (the Secure Software Standard or the Secure SLC standard); (iv) for each Payment Application hosted by the Smithsonian, the listing from the SSC website's Validated Payment Software List of Validated Payment Applications or the Report on Validation ("ROV") from a PCI Secure Software Assessor; (v) for each payment device, the listing from the SSC website's Approved Personal Identification Number Transaction Security ("PTS") Devices list; (vi) for each system used to process Point of Sale card-present transactions, the listing from the SSC website's Point-to-Point Encryption Solutions list; and (vii) if requested, any additional evidence needed to determine the PCI compliance of activities related to this contract; (c) Contractor shall provide the documents and listings identified in Paragraph 4(b) before it shall be permitted to use the relevant technology and shall provide updated documents and listings to the COTR for review and approval before a system change results in one or more of the required documents or listings becoming inaccurate.

5. IT Systems and Cloud Services: (a) Contractor is responsible for applying industry best practices to secure their systems and services provided to or used for the Smithsonian. (b) For any Cloud Service (i.e., computing service provided on-demand via a shared pool of configurable resources instead of via separate dedicated computing resources or information technology system) or IT system Contractor develops, operates, or maintains on behalf of the Smithsonian, or which Contractor uses to collect or store information on the Smithsonian's behalf, Contractor shall provide the requested documentation, security control evidence/artifacts, and other information needed to complete Security Assessment and Authorization activities. (c) For Systems that have been Federal Risk and Authorization Management Program ("FedRAMP") certified or have received other independent third party assessments (e.g., SOC2, HITRUST, etc.), Contractor shall provide FedRAMP documentation or relevant third party assessment report(s) to the Smithsonian for review and shall cooperate with

Smithsonian Institution
Privacy and Security Clause

Smithsonian requests for clarification or further evidence. (d) For Systems which are not FedRAMP certified, Contractor shall complete all requested Smithsonian Assessment and Authorization documentation and shall fully cooperate with the Smithsonian's security assessment process, including providing requested security control evidence/artifacts and access to interview appropriate Contractor personnel about security controls. (e) For websites or web servers hosted outside of the Smithsonian's data center, the Contractor must allow OCIO to perform vulnerability scanning and penetration testing. Website owners should consult with information technology security staff to determine specific needs for their environment. (f) The Contractor shall maintain all Smithsonian Data inside the United States. (g) For Contractor custom developed (non-COTS) systems and websites to be hosted at the Smithsonian, Contractor shall complete all requested Smithsonian Assessment and Authorization documentation for the components/aspects of the system provided by Contractor, and shall fully cooperate with the Smithsonian's security assessment process, including providing requested security control evidence/artifacts and access to interview appropriate Contractor personnel about security controls. (h) For Contractor developed applications or Contractor built interactive systems (e.g., public-facing exhibit technology incorporated through digital signage, custom interactives, content players, media players, audio streaming devices, lighting or control automation systems), Contractor shall not circumvent the security of the system (e.g., the use of backdoor or maintenance hook provisions are prohibited) and will ensure that the system can be protected from malware and vulnerabilities while it is in use at the Smithsonian. (i) Contractor shall not implement into live production or use for the Smithsonian or any system containing Smithsonian Data until security and privacy authorization has been granted in writing by the Smithsonian OCIO via the COTR. Contractor will resolve security deficiencies in order to successfully meet the applicable requirements of this section. (j) Contractor consents to and will cooperate with ongoing monitoring for security, privacy, cyber supply chain risk management, and contractual requirement compliance by the Smithsonian, including providing periodic updated evidence/artifacts, third party assessment reports, and questionnaire responses as requested. Contractor will resolve findings from monitoring, assessments, and Smithsonian web vulnerability scans in a timely manner. The Smithsonian may use third party risk intelligence tools to monitor risk and control compliance by the Contractor. Contractor will address issues as necessary to maintain an acceptable risk rating in these tools. (k) Contractor will provide at least one point of contact to receive and respond to requests related to these requirements.

6. **Credentials and Network Access:** (a) Contractor and Contractor's employees who have access to Smithsonian network/systems shall, when requested by the COTR, complete Smithsonian-provided privacy and security training course(s), sign a nondisclosure agreement, sign a conflict of interest agreement, sign an acknowledgement of the requirements in this contract, provide fingerprints, pass a Smithsonian background check, and/or provide notice of the results of that background check to the COTR. The content and timing of the course(s), agreement, or background check shall be substantially similar to one that would be required of a Smithsonian employee with access to similar Smithsonian networks/systems. (b) Contractor shall notify the COTR at least two weeks before any of Contractor's employee requiring a Smithsonian credential, network account or other access, or other Smithsonian-furnished equipment stops supporting the work of this contract. In the event that Contractor is not provided two weeks' notice by its employee, Contractor will notify the COTR as soon as Contractor becomes aware of the employee's departure from the contracted work. (c) Contractor shall, when any employee requiring a Smithsonian credential, network account or other access, or other Smithsonian furnished equipment stop supporting the work of this contract, provide such employee's Smithsonian credential and any Smithsonian furnished equipment to the COTR within three business days.

7. **California Consumer Privacy Act:** (a) The California Consumer Privacy Act as amended by the California Privacy Rights Act, including any regulations and amendments implemented thereto ("CCPA") shall apply to any information collected from California residents on behalf of the Smithsonian. (b) For purposes of the CCPA, Contractor shall be considered a service provider and the Smithsonian is a business. (c) Contractor shall not collect, maintain, store, use, disclose, or share PII for a commercial purpose other than providing the services or performing its obligations to the Smithsonian. (d) Without limiting the foregoing, Contractor: (i) will not sell or share PII (as "sell," "sale," or "share" is defined by the CCPA); (ii) will not retain, use, or disclose Personal Information outside of the direct business relationship between Contractor and the Smithsonian; and (iii) certifies that it understands the restrictions in this section and will comply with them. (e) Contractor agrees: (i) that the personal information disclosed is only for limited and specified purposes; (ii) to comply with applicable CCPA obligations; (iii) to grant the Smithsonian the right to take reasonable and appropriate steps to help ensure that Contractor uses the PII transferred in a manner consistent with the Smithsonian's CCPA obligations; (iv) to notify the Smithsonian if it makes a determination that it can no longer meet its obligations; and (v) to grant the Smithsonian the right (upon notice) to take reasonable and appropriate steps to stop and remediate unauthorized use of PII. (f) Upon request by the Smithsonian, Contractor will assist the Smithsonian in the Smithsonian's fulfillment of any individual's request to access, delete, or correct PII. (g) Contractor will promptly notify the Smithsonian following Contractor's receipt of any request or complaint relating to any PII (unless applicable law prohibits such notification). Contractor will not respond to any such request or complaint, other than to redirect to the Smithsonian, unless expressly authorized to respond by the Smithsonian.

8. **Required Insurance Coverage:** Contractor shall maintain at all times during the performance of this contract and for three years following its expiration or termination the following insurance coverage:

Smithsonian Institution
Privacy and Security Clause

8.1. If Contractor will be providing hardware, pre-packaged software, portal access, website development or data storage, as a part of this contract, IT Professional Liability Insurance and Cyber Liability Insurance with limits of no less than $2,000,000 per occurrence and $2,000,000 in the annual aggregate, including coverage for the following:

8.1.a Security and privacy liability, including privacy breach response costs, regulatory fines and penalties; and coverage for unauthorized access, unauthorized disclosure, denial of service attacks, computer viruses, Trojan horses, worms, transmission of any other type of malicious or damaging code, ransomware and failure of security;

8.1.b Hostile action or threat of hostile action;

8.1.c Dishonest, fraudulent, malicious, or criminal use of a computer system;

8.1.d Failure to prevent access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;

8.1.e Breach of privacy and/or the failure to protect any disclosure of personally identifiable information;

8.1.f Cyber extortion coverage, which must include the ability to reasonably meet a hacker's ransom demand, to pay for extortion-related expenses and to bring damaged computer hardware or databases back to their original working condition; and

8.1.g Failure to address any known vulnerabilities.

8.2. If Contractor will be providing colocation services, cloud services, or managed dedicated servers as a part of this contract, Professional Liability Insurance with a limit of no less than $1,000,000 per occurrence. Coverage must encompass all of the duties and obligations that are the subject of the contract.

8.3. If Contractor will be allowing a third party to use, store, process or access PII or sPII as a part of this contract, Cyber Liability Insurance with a limit of no less than $2,000,000 per occurrence and must include coverage for the acts or omissions of the third party.

8.4. SI may increase the required minimum policy limit amounts based on the level of risk exposure to SI upon written notice to Contractor. Contractor will provide SI a certificate(s) of insurance showing compliance with SI's increased minimum policy requirements within thirty (30) days of such written notice.

As this is a professional liability policy, the requirement for additional insureds is waived and the following language should be included in the contract: Contractor agrees that upon the event that Contractor and Smithsonian are named as co-defendants in any claim, damages or losses related to any matter arising from work performed by Contractor under this contract, that Contractor's insurance shall take all appropriate action on behalf of the Smithsonian. Contractor shall immediately advise Smithsonian of any claims presented or suits filed as relates to this contract. Contractor agrees and acknowledges that U.S. Federal Law requires that the U.S. Department of Justice, as the legal representative for Smithsonian, must defend or settle any such claims, damages, or losses unless the United States agrees otherwise.

9. European Economic Area. This contract does not include the collection or processing of Personal Information relating to individuals located in the European Economic Area.

10. Terms: The bolded headings at the start of each section of this Smithsonian Institution Privacy and Security Clause are included only to assist the reader in navigating this Smithsonian Institution Privacy and Security Clause. The Parties intend the bolded headings to have no legal effect, and agree that the bolded headings are not intended to limit or modify any other language in this Smithsonian Institution Privacy and Security Clause.

***City of Las Cruces is self-insured and will not obtain stated insurance limits

New Mexico Constitution, Article IX, Section 8; H*enning v. Town of Hot Springs*, 1939-NMSC-029, 44 N.M. 321; *City of Santa Fe v. First National Bank in Ranton*, 1937-NMSC-009, 41 N.M. 130

STATE OF NEW MEXICO
TOURISM DEPARTMENT
Cooperative Marketing Agreement

THIS AGREEMENT, numbered **26-418-1003001000-44**, is made and entered into by **State of New Mexico Tourism Department,** hereinafter referred to as the "NMTD," and **Visit Las Cruces**, hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

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

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

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

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

I. Obligations of Partner.

A. Meet or exceed the requirements of its FY26 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY26 Award Summary, as approved by NMTD and attached hereto as *Exhibit A*.

B. Make all payments in accordance with the requirements listed in *Exhibit A.*
   1. Acknowledge that failure to make a timely payment will affect advertising and media efforts as defined in the FY26 Award Summary.
   2. In the event Partner fails to make payment within 10 business days of the due date indicated in *Exhibit A*, NMTD may cancel this agreement pursuant to paragraph IV(B).
   3. Partner may submit a request to extend a scheduled due date, subject to NMTD approval. Failure to comply with the extension schedule may result in cancellation of this agreement pursuant to paragraph IV(B).

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

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

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

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

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

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

H. In addition to the above obligations, for all Flex funds expended, Partner must also:
   1. Acknowledge that it has access to, and agrees to comply with, the FY26 Flex Reimbursement Request Form via the online grant platform and related cycle documents located at https://accounts.submittable.com/u/login. The online application form and Partner's responses to that form are incorporated herein by reference.
   2. Obtain prior approval utilizing the Asana form linked here and retain approval identification number to submit with request for reimbursement for all cobranded creative materials, i.e. any printed or digital collateral, advertising, etc. that incorporate any part of the New Mexico True brand logo including the customized "logo lockup" provided by NMTD for Partner's use in conjunction with cooperative marketing initiatives.
   3. Acknowledge NMTD reserves the right to unilaterally determine eligible line items. Line items which fail to meet the established New Mexico True Brand Style Guide shall not be reimbursed.
   4. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and the Tracking and Impact Report.
      i. Requests for payment of expenses incurred between July 1, 2025 and May 31, 2026 must be submitted within 30 days of placement in market.

         Expenses incurred before the execution of this agreement will not be eligible for reimbursement.
      ii. All requests for payment must be received by June 10, 2026. Incomplete or illegible requests will not be processed.
      iii. Eligible expenses submitted for reimbursement must be incurred, billed, and paid by the awarded partner or fiscal agent. Invoices which name entities other than the awarded partner will be deemed ineligible.
      iv. The Tracking and Impact Report must be completed and submitted to NMTD 30 days after the conclusion of the awarded initiative, but no later than July 15, 2026. A copy of vendor-supplied metrics and performance reports may be uploaded in lieu of the Tracking and Impact Report using

the Asana form linked here. Failure to do so may result in forfeiture of reimbursement and/or affect Partner's future opportunities.

II. Obligations of NMTD.

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

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

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

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

III. Copyright and Quality Control.

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

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

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

D. NMTD shall have the right in its sole discretion to approve or disapprove Partner's creative assets designed for use in marketing and promotional campaigns. Creative assets disapproved by NMTD will be deemed ineligible for reimbursement.

E. NMTD may require that additional samples be submitted, or Brand logos be removed from creative assets before use.

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

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

IV. Additional Terms & Conditions.

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

B. This Agreement shall become effective upon its execution by both Parties and shall terminate on June 30, 2026.
   1. NMTD may terminate this Agreement if Partner fails to comply with the obligations under this Agreement.
   2. Either party may terminate or seek to further negotiate this Agreement upon thirty (30) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
   3. For the avoidance of doubt, no termination of this Agreement shall relieve Partner of any obligations incurred prior to effective date of such termination including, without limitation, services performed and any prepaid costs.

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

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

E. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.

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

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

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

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

To Partner: Lorena Lozano
Visit Las Cruces

700 N. Main St.
Las Cruces, NM, 88001
575-541-2361 | lolozano@lascruces.gov

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

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

By: Signed by: Ikani Taumoepeau 84CCB30FA2524C3... Date: 7/22/2025
Ikani Taumoepeau, Visit Las Cruces
PARTNER

By: Signed by: Brad Douglas 9D1BFFBAC708437... Date: 7/22/2025
Brad Douglas, Visit Las Cruces
PARTNER

Approved for legal sufficiency:

By: DocuSigned by: Novela Salazar B422D3B3622C4B6... Date: 7/23/2025
Novela Salazar, General Counsel NMTD

By: DocuSigned by: Rayline Sebay 6122E56AC4444C2... Date: 7/23/2025
Rayline Sebay, CPO, ASD NMTD

By: DocuSigned by: Lancing Adams 13661240A08C4E6... Date: 7/23/2025
Agency Head Designee, NMTD

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to engage in business and to report and pay tax from business conducted in New Mexico.

CRS Number: 01406383002

By: Signed by: Nancy Lujan B5A4D3141D9245F... Date: 7/24/2025
Taxation and Revenue Department

FY26 NM True Cooperative Marketing Program	
Organization Name:	Visit Las Cruces
Primary Contact:	Lorena Lozano
Email:	lolozano@lascruces.gov
Phone:	575-541-2361

AWARD SUMMARY

Type	#	Total $ Value	NMTD $	Partner $ Commitment	Partner $ Due 07/10/25	Partner $ Due 12/02/25
MMP	2	$88,740.00	$59,160.00	$29,580.00	$14,790.00	$14,790.00
FLEX	1	$75,000.00	$50,000.00	$25,000.00	N/A	N/A
Total	3	$163,740.00	$109,160.00	$54,580.00	$14,790.00	$14,790.00

Initiative	Details	#	Total $ Value	NMTD $	Partner $ Commitment	Partner $ Due 07/10/25	Partner $ Due 12/02/25
MMP AWARDS							
Micro-Influencer Instameet - Large Group + Influencer Content Amplification	Details	1	$67,740.00	$45,160.00	$22,580.00	$11,290.00	$11,290.00
Dallas Programmatic Digital Out-of-Home (12 weeks)	Details	1	$21,000.00	$14,000.00	$7,000.00	$3,500.00	$3,500.00
FLEX AWARDS							
SEO* SEO is essential for Visit Las Cruces because it increases the city's visibility in search engine results, making it more accessible to potential visitors. By optimizing the website with relevant, localized content, Visit Las Cruces can attract a broader, targeted audience, improve trust and credibility, and drive high-quality traffic. SEO is a cost-effective, long-term solution that helps Visit Las Cruces rank higher in search results, reach mobile users, and improve the overall user experience. It is an affordable way for Visit Las Cruces to enter larger, competitive markets without the need for extensive advertising budgets. Ultimately, it helps convert online searches into real visitors by making it easier for people to find and explore Las Cruces.		1	$75,000.00	$50,000.00	$25,000.00	N/A	N/A

***SEO award limited to a maximum of 10 months of services**

City Council Action and Executive Summary

3093; Council Bill 26-001

Type of Action:
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ N/A		
1st Reading:	July 21, 2025	**Adopted:**	August 4, 2025
Drafter:	Vince Banegas	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title: **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).**

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

PURPOSE(S) OF ACTION:

Zone Change.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Please be advised that the applicant seeks consideration of the zone change requests herein referenced, to follow the applicable provisions of the 2001 Las Cruces Zoning Code, as amended. This flexibility is afforded through Section 34.3.E (Transitional Provisions) of the recently adopted Realize Development Code.

The City Council is required to review and take final action on zone changes pursuant to Section 38-10.B.2.b. and 38-13.A. of the 2001 Las Cruces Zoning Code, as amended. A zoning district is a specifically delineated area where land use regulation uniformly governs the use, placement, spacing, density, bulk, height, and size of building and/or land. That said, zoning districts may be conditioned through the proper process, thus modifying one or more of those land use variables.

Souder, Miller and Associates, acting on their client's behalf, submitted a master plan amendment and corresponding zone changes involving ± 122.46 acres of the original ± 322 acres of Sonoma Ranch East II Master Plan. The master plan and the property's initial zoning was established upon approval of the Sonoma Ranch East II Annexation on February 28, 2005. There have been several amendments to the master plan since its adoption ranging from minor amendments (administrative) to major amendments that required review and approval by the Planning and Zoning Commission and zone changes that were acted on by City Council.

The Sonoma Ranch East II Master Plan Amendment #5 proposal involves the remaining undeveloped acreage except for the CLC water tank property. The area is served by several key thoroughfares which include Mesa Grande Drive (proposed minor arterial -100' row), Calle Jitas (minor arterial - 100' row), Sedona Hills Parkway (major collector - 85' row), Sonora Springs Boulevard (minor arterial - 100' row), and Pagosa Hills Avenue

(local - 50' row). As proposed, development will occur in three primary phases from north to south and phasing will be divided by Calle Jitas Boulevard and Sedona Hills Parkway. The amendment seeks to create the general changes summarized below:

1. The conversion of ± 8.10 acres from multi-dwelling, medium density (20 du/ac max)/single-family high density (10 du/ac max) to single-family high density (12 du/ac max).
2. The retention of ± 7.4 acres of single-family high density with a slightly higher density cap (10 du/ac max to 12 du/ac max).
3. The conversion of ± 67.91 acres from single-family high density (10 du/ac max) to single-family low density (4 du/ac max).
4. The conversion of ± 23.96 acres from multi-use (various single-family high density, multi-dwelling medium density), (single-family high density, multi-dwelling medium density, and commercial high intensity), and (open-space - recreation and flood control), to single-family low density (4 du/ac max.), and with a single use, commercial low intensity designation, also being converted accordingly.
5. The reconfiguration/relocation of a proposed 2.0-acre park site in the newly defined single-family high density (12 du/ac max) parcels.
6. Reconfiguration of planning parcels generally; and,
7. The delineation/re-delineation of open space and flood control/open space.

Approximately 75% of the land use changes proposed in amendment #5, are intended to accommodate a single-family low-density style of development. Another ±13% of the total amendment acreage is intended to accommodate single-family high-density development. The remaining acreage reflects uses identified as open space - recreation (park), open space - natural conservation/flood control, open space - natural conservation, and public (water tank).

Along with the master plan amendment, a corresponding set of zone change requests were submitted for Planning and Zoning Commission consideration and recommendation to City Council. The zone change requests align with the land use changes in the master plan amendment approved by the Commission and are listed in Exhibit "A" and further described in Exhibit "B". Generally speaking, the specific zoning districts being requested include R-1b (Single-Family High Density), R-1c (Single-Family Low Density), OS-R (Open Space - Recreation), OS-NC (Open Space - Natural Conservation), FC (Flood Control)/OS-NC (Open Space - Natural Conservation).

In accordance with the Zoning Code, notice of the public hearing was mailed to all property owners within 500 feet of the subject property. Input received via email and/or telephone concerned issues related to storm water management and possible impacts to the drainage pattern, land use, timing of construction and roadway installation, existing versus proposed zoning, development compatibility, and other inquiries of a general nature.

On May 27, 2025, the Planning and Zoning Commission reviewed the master plan amendment proposal, and the accompanying zone change requests. During the discussion, supporting Elevate Las Cruces Comprehensive Plan policy was identified and its application considered. Said policy spoke to neighborhood compatibility, the potential for two housing densities/types, better definition/protection of sensitive areas including arroyo and natural topography, and better access to park land. Conversely, policy not addressed by the proposal was also raised and included inconsistencies with the suburban place type character, general lack of land use variation particularly coming from the conversion of commercial and multi-dwelling development opportunities to a single-family residential use, lost opportunities to help establish a neighborhood center for the neighborhood and overall, the potential reduction of housing unit development based on master plan data and development standards allowances for the requested zones per the 2001 Las Cruces Zoning Code, as amended. A vast majority of the public in attendance at the meeting spoke in favor of the zone change requests citing neighborhood compatibility and a lack of need for multi-family, commercial or mixed-use in the subject area. Ultimately, the Planning and Zoning Commission approved the master plan amendment and recommended approval of the proposed zoned changes to City Council by a vote of 3-1-0 (two Commissioners absent, 1 seat vacant).

SUPPORT INFORMATION:

EXHIBIT "A" - Proposed Zoning Map & Zone Change Requests
EXHIBIT "B" - Zone Change Legal Descriptions
EXHIBIT "C" - Findings of Fact
ATTACHMENT "A" - Staff Report
ATTACHMENT "B"- Draft P&Z Minutes 5.27.2025
ATTACHMENT "C" - Public Input

PLAN(S):
Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
P&Z

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

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

OPTIONS / ALTERNATIVES:
1. Vote "Yes"; this will approve the Ordinance and affirm the P&Z recommendation for approval of the proposed zone changes. The subject property will be rezoned in accordance to Exhibit "A".
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by P&Z. The current zoning will remain in place and be inconsistent with the amended master plan approved by P&Z.
3. Vote to "Amend"; this would allow the City Council to modify the Ordinance by adding conditions as deemed appropriate.
4. Vote to "Table"; this would allow the City Council to table/postpone the Ordinance and direct staff accordingly.

REFERENCE INFORMATION:
Res. 05-260 - Original Sonoma Ranch East II Master Plan - approved 2/28/05
Ord. 2175 - Initial Zoning for Sonoma Ranch East II - approved 2/28/05
Sonoma Ranch East II Master Plan Amendment #1 - approved by P&Z on 8/25/09
Ord. 2543 - Sonoma Ranch East II Amendment #1 Zone Changes - approved 10/26/09
Sonoma Ranch East II Master Plan Amendment #2 - approved by P&Z on 3/27/18
Ord. 2875 - Sonoma Ranch East II Amendment #2 Zone Changes - approved 9/17/18
Sonoma Ranch East II Master Plan Amendment #3 - approved by P&Z on 9/24/18
Sonoma Ranch East II Master Plan Amendment #4 - approved by P&Z on 7/28/20

ORDINANCE 3093; COUNCIL BILL 26-001

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).

The City Council is informed that:

WHEREAS, Souder, Miller & Associates, on behalf of the property owner has submitted a request for multiple zone changes pursuant to Exhibits "A" and "B"; and

WHEREAS, the size of the affected property is approximately 122.46 acres; and

WHEREAS, the zone changes should align with and implement the Planning and Zoning Commission approved Sonoma Ranch East II Master Plan Amendment #5 and facilitate the development vision the owners have put forth; and

WHEREAS, the proposed zone changes are consistent with the approved master plan amendment; and

WHEREAS, the master plan amendment through approval action by the Planning and Zoning Commission was also found to align with several development characteristics outlined for the Suburban Neighborhood place type and various goals, policies and action per the Elevate Las Cruces Comprehensive Plan; and

WHEREAS, the proposed changes meet the purpose and intent of the 2001 Las Cruces Zoning Code, as amended; and

WHEREAS, the Planning and Zoning Commission, at their regular public hearing on May 27, 2025, recommended that the zone change requests be approved by a vote of 3-1-0 (2 Commissioners absent, 1 seat vacant).

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

(I)

THAT the land as reflected in Exhibits "A" and "B", attached hereto and made part of this Ordinance, is hereby zoned as stipulated in said exhibits.

(II)

THAT the zoning is based on the findings contained in Exhibit "C", attached hereto and made part of this Ordinance.

(III)

THAT the zoning of said property be shown accordingly on the City Zoning Atlas.

(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:

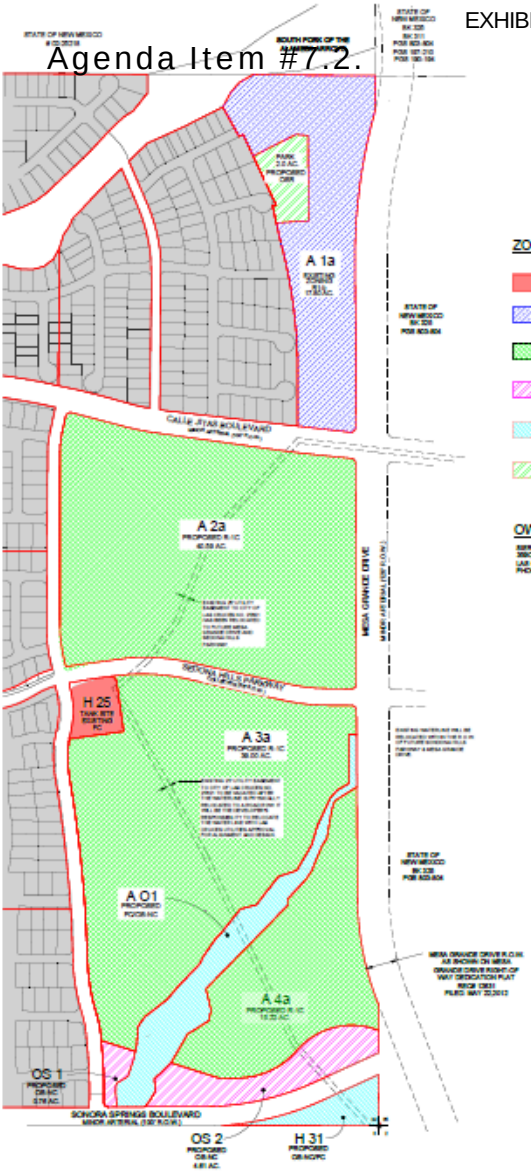
AYES

NAYS

EXHIBIT "A" - Proposed Zoning Map & Zone Change Requests

SONOMA RANCH EAST II, ZONING AMENDMENT

LOCATED IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 2 EAST
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
MARCH 2025
126.25 AC. ±



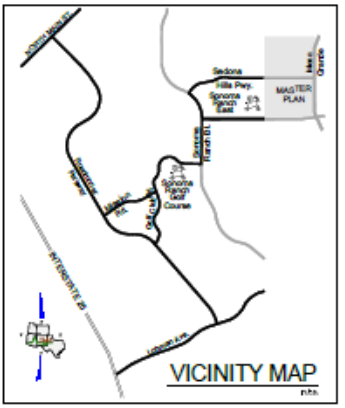
PROPOSED ZONING MAP

ZONE MAP LEDGEND

- NO ZONING CHANGE
- EXISTING ZONING - R-1B / PROPOSED ZONING - R-1B
- EXISTING ZONING - R-1B / PROPOSED ZONING - R-1C
- PROPOSED ZONING - O&R-NC (OPEN SPACE/NATURAL)
- PROPOSED ZONING - PCD/R-NC (FLOOD CONTROL, OPEN SPACE)
- PROPOSED ZONING O&R (OPEN SPACE RECREATION)

OWNER / DEVELOPER

SIERRA NORTE DEVELOPMENT, INC.
3550 W. PICACHO AVENUE
LAS CRUCES NEW MEXICO
PHONE: (575) 524-7110



ZONING AREA SUMMARY

ORGINAL ZONE AREA	ORGINAL ZONE DESIGNATION	AREA	PROPOSED ZONE AREA	PROPOSED ZONE DESIGNATION	AREA
H-72A-S	R-1B	8.75 AC.	A 1a	R-1B *	17.50 AC.
H-72A-S	R-1B	10.07 AC.	PARK	O&R-NC	2.0 AC.
A 1	R-1B	30.84 AC.	A 2a	R-1C	40.17 AC.
H 18	O-3 / O-3 / R-1b	9.33 AC.			
H 25	PC	1.12 AC.	H 25	PC *	1.12 AC.
H 33	O-3/R-1b/R-3	1.16 AC.	A 3a	R-1C	38.3 AC.
H 29	O-3 / O-3 / R-1b	8.37 AC.	A 4a	R-1C	15.33 AC.
H 30	O-3 / O-3 / R-1b	7.37 AC.	A O1	PC / OS-NC	6.16 AC.
H 32	R-1b	2.38 AC.	OP 1	OS-NC	0.76 AC.
M 1	PC / OS / R	4.40 AC.	OP 2	OS-NC	4.81 AC.
A 2	R-1B	43.76 AC.			
H 31	OS-R	1.84 AC.	H 31	OS-NC/PC	1.82 AC.
TOTAL		126.35 AC.		TOTAL	126.35 AC.

* NO CHANGE FROM EXISTING

Rev#	Date	Description	By
#1	5-15-25	REVISION COMMENTS ADDRESS	SJ
#2	05-30-25	REVISION COMMENTS ADDRESS	SJ
#3	06-25-25	REVISION COMMENTS ADDRESS	SJ

SOUDER, MILLER & ASSOCIATES
SMA
Engineering
Environmental
Surveying
3990 Sedona Hills Parkway
Las Cruces, NM 88011
Phone (575) 524-0388 Toll Free (866) 524-0388

SONOMA RANCH EAST II, ZONING AMENDMENT

SIERRA NORTE DEVELOPMENT, INC.
LAS CRUCES, NEW MEXICO

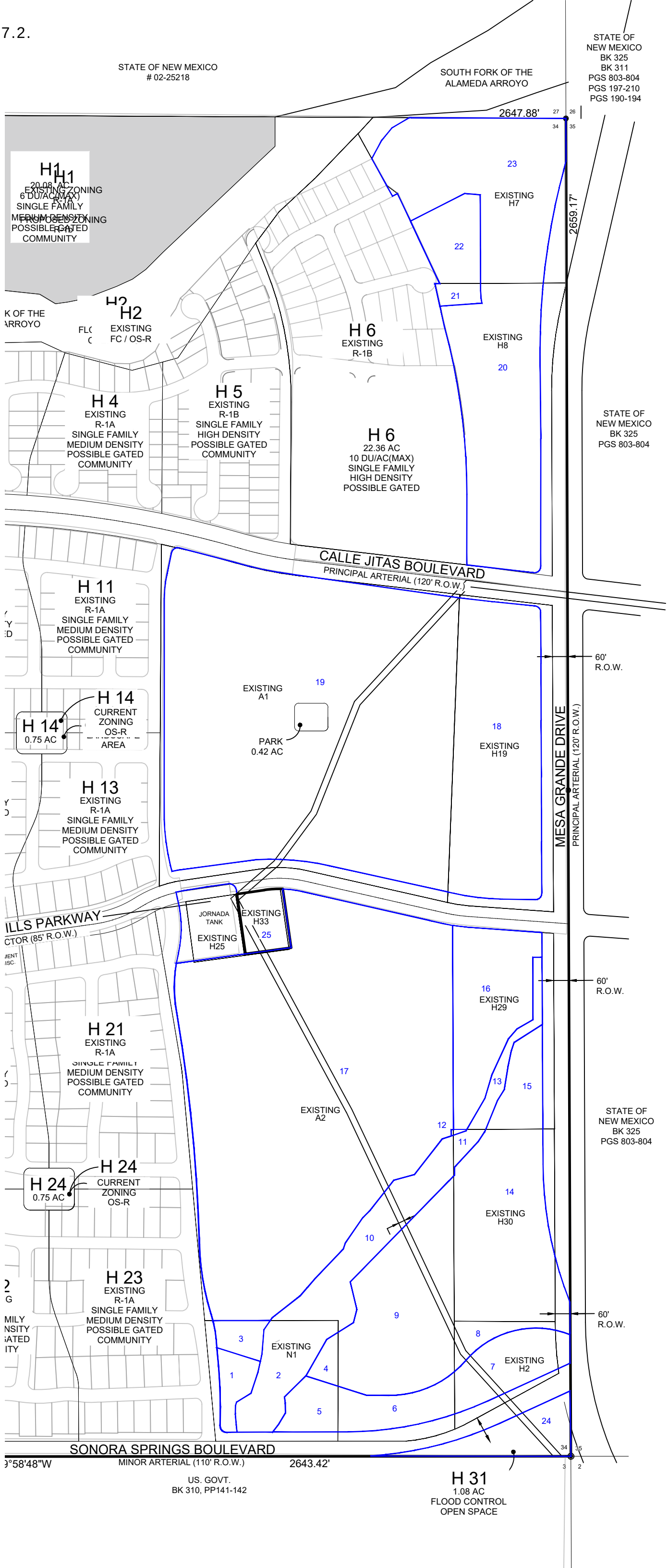
03-27-2025

THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED

Designed	Drawn	Checked
PJP	TB	PJP

Date: MARCH 2025
Scale: As Shown
Project No.: 6330882
Sheet: SHEET 2

P:\6-SNS Sonoma Ranch East II Ph 12 to 16 (6330882)\CADD\MRZoning-Master Plan Amendment\6330882 Zoning-Master Plan Amendment.dwg, 3/27/2025 9:26:28 AM TWB


STATE OF NEW MEXICO
02-25218
SOUTH FORK OF THE ALAMEDA ARROYO
STATE OF NEW MEXICO
BK 325
BK 311
PGS 803-804
PGS 197-210
PGS 190-194
2647.88'
2659.17'
H1
20.08 AC
EXISTING ZONING
6 DU/AC(MAX)
R-1A
SINGLE FAMILY
MEDIUM DENSITY
POSSIBLE GATED
COMMUNITY
PROPOSED ZONING
R-1B
H2
EXISTING
FC / OS-R
H 6
EXISTING
R-1B
EXISTING
H7
EXISTING
H8
H 4
EXISTING
R-1A
SINGLE FAMILY
MEDIUM DENSITY
POSSIBLE GATED
COMMUNITY
H 5
EXISTING
R-1B
SINGLE FAMILY
HIGH DENSITY
POSSIBLE GATED
COMMUNITY
H 6
22.36 AC
10 DU/AC(MAX)
SINGLE FAMILY
HIGH DENSITY
POSSIBLE GATED
CALLE JITAS BOULEVARD
PRINCIPAL ARTERIAL (120' R.O.W.)
H 11
EXISTING
R-1A
SINGLE FAMILY
MEDIUM DENSITY
POSSIBLE GATED
COMMUNITY
60'
R.O.W.
EXISTING
A1
PARK
0.42 AC
H 14
CURRENT
ZONING
OS-R
H 14
0.75 AC
AREA
H 13
EXISTING
R-1A
SINGLE FAMILY
MEDIUM DENSITY
POSSIBLE GATED
COMMUNITY
EXISTING
H19
MESA GRANDE DRIVE
PRINCIPAL ARTERIAL (120' R.O.W.)
JORNADA
TANK
EXISTING
H25
EXISTING
H33
EXISTING
H29
H 21
EXISTING
R-1A
SINGLE FAMILY
MEDIUM DENSITY
POSSIBLE GATED
COMMUNITY
EXISTING
A2
EXISTING
H30
H 24
CURRENT
ZONING
OS-R
H 24
0.75 AC
H 23
EXISTING
R-1A
SINGLE FAMILY
MEDIUM DENSITY
POSSIBLE GATED
COMMUNITY
EXISTING
N1
EXISTING
H2
SONORA SPRINGS BOULEVARD
MINOR ARTERIAL (110' R.O.W.)
2643.42'
US. GOVT.
BK 310, PP141-142
H 31
1.08 AC
FLOOD CONTROL
OPEN SPACE
19
18
16
17
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3
2

Zone Change Requests by Tract

- **Tract 1 (OP1)**– A zone change for 0.76 acres, from FC (Flood Control)/OS-R (Open Space – Recreation) to OS-NC (Open Space – Natural Conservation.
- **Tract 2 (Part AO1)** – A zone change for 2.1 acres, from FC (Flood Control)/OS-R (Open Space – Recreation) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 3 (Part A3a)** – A zone change for 0.59 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to R-1c (Single-Family Low Density).
- **Tract 4 (Part A4a)** – A zone change for .0.36 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to R-1c (Single-Family Low Density).
- **Tract 5 (Part OP2)** – A zone change for 0.97 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to OS-NC (Open Space – Natural Conservation).
- **Tract 6 (Part OP2)** – A zone change for 1.52 acres from R-1b (Single-Family High Density) to OS-NC (Open Space – Natural Conservation).
- **Tract 7 (Part OP2)** – A zone change for 1.95 acres from C-3 (Commercial High Intensity) to OS-NC (Open Space – Natural Conservation).
- **Tract 8 (Part A4a)** – A zone change for 0.66 acres from C-3 (Commercial High Intensity) to R-1c (Single-Family Low Density).
- **Tract 9 (Part A4a)** – A zone change for 6.23 acres from R-1b (Single-Family High Density) to R-1c (Single-Family Low Density).
- **Tract 10 (Part AO1)** – A zone change for 3.0 acres from R-1b (Single-Family High Density) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 11 (Part AO1)** – A zone change for 0.23 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, medium density) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 12 (Part A3a)** – A zone change for 0.02 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, medium density) to R-1c (Single-Family Low Density).
- **Tract 13 (Part AO1)** – A zone change for 0.76 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density)/C-3 (Commercial High Intensity) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 14 (Part A4a)** – A zone change for 6.34 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, medium density) to R-1c (Single-Family Low Density).
- **Tract 15 (Part A4a)** – A zone change for 1.36 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density)/C-3 (Commercial High Intensity) to R-1c (Single-Family Low Density).
- **Tract 16 (Part A3a)** – A zone change for 4.31 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density)/C-3 (Commercial High Intensity) to R-1c (Single-Family Low Density).
- **Tract 17 (Part A3a)** – A zone change for 30.99 acres from R-1b (Single-Family High Density) to R-1c (Single-Family Low Density).
- **Tract 18 (Part A2a)** – A zone change for 9.32 acres from R-1b (Single-Family High Density/R-3 (Multi-Dwelling, Medium Density) to R-1c (Single-Family Low Density).

- **Tract 19 (Part A2a)** – A zone change for 30.69 acres from R-1b (Single-Family High Density to R-1c (Single-Family Low Density).
- **Tract 20 (Part A1a)** – A zone change for 8.10 acres from R-1b (Single-Family High Density/R-3 (Multi-Dwelling, Medium Density) to R-1b (Single-Family High Density).
- **Tract 21 (Part N1)** – A zone change for 0.33 acres from R-1b (Single-Family High Density/R-3 (Multi-Dwelling, Medium Density) to OS-R (Open Space – Recreation).
- **Tract 22 (Part N1)** – A zone change for 1.65 acres from R-1b (Single-Family High Density) to OS-R (Open Space – Recreation).
- **Tract 23 (Part A1a)** – A zone change for 7.4 acres from R-1b (Single-Family High Density) to R-1b (Single-Family High Density).
- **Tract 24 (H31)** – A zone change for 1.82 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).

See Tract Map in Exhibit "A"

AREA 1

0.76 AC.

From the POINT OF BEGINNING; Thence, S 18° 30' 55.74" W for a distance of 85.15 feet to a point on a line.

Thence, S 58° 51' 39.27" W for a distance of 71.13 feet to a point on a line.

Thence, S 01° 09' 19.05" W for a distance of 44.97 feet to a point on a line.

Thence, S 05° 14' 13.53" E for a distance of 42.43 feet to a point on a line.

Thence, S 04° 57' 21.89" E for a distance of 29.59 feet to a point on a line.

Thence, S 89° 20' 52.30" W for a distance of 40.70 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 91° 15' 51.41", having a radius of 25.00 feet, and whose long chord bears N 45° 39' 07.70" W for a distance of 35.74 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 08° 29' 11.86", having a radius of 2098.16 feet, and whose long chord bears N 02° 25' 54.01" W for a distance of 310.49 feet to a point of intersection with a non-tangential line.

Thence, S 72° 20' 06.48" E for a distance of 180.82 feet to a point on a line.

thence S 12° 54' 50.09" W a distance of 46.82 feet to the POINT OF BEGINNING

AREA 2

2.10 AC.

From the POINT OF BEGINNING; Thence, N 12° 44' 09.49" E for a distance of 28.26 feet to a point on a line.

Thence, N 04° 38' 12.38" E for a distance of 98.93 feet to a point on a line.

Thence, N 34° 46' 45.30" E for a distance of 43.72 feet to a point on a line.

Thence, N 90° 00' 00.00" E for a distance of 269.49 feet to a point on a line.

Thence, S 00° 14' 11.68" W for a distance of 46.42 feet to a point on a line.

Thence, S 58° 08' 22.49" W for a distance of 53.40 feet to a point on a line.

Thence, S 29° 47' 55.76" W for a distance of 166.92 feet to a point on a line.

Thence, S 45° 45' 03.59" W for a distance of 118.51 feet to a point on a line.

Thence, S 06° 59' 52.08" E for a distance of 24.49 feet to a point on a line.

Thence, S 00° 56' 51.79" E for a distance of 39.87 feet to a point on a line.

Thence, S 31° 20' 33.99" W for a distance of 54.40 feet to a point on a line.

Thence, S 37° 25' 16.39" W for a distance of 36.25 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 00° 01' 28.08", having a radius of 331227.63 feet, and whose long chord bears S 89° 50' 50.33" W for a distance of 141.45 feet to a point of intersection with a non-tangential line.

Thence, N 04° 57' 21.89" W for a distance of 29.59 feet to a point on a line.

Thence, N 05° 14' 13.53" W for a distance of 42.43 feet to a point on a line.

Thence, N 01° 09' 19.05" E for a distance of 44.97 feet to a point on a line.

Thence, N 58° 51' 39.27" E for a distance of 71.13 feet to a point on a line.

Thence, N 18° 30' 55.74" E for a distance of 85.15 feet to a point on a line.

thence N 12° 54' 50.09" E a distance of 46.82 feet to the POINT OF BEGINNING

AREA 3

0.59 ac.

From the POINT OF BEGINNING; Said curve turning to the left through an angle of 12° 21' 50.23", having a radius of 502.86 feet, and whose long chord bears N 08° 08' 33.41" W for a distance of 108.30 feet to a point of intersection with a non-tangential line.

Thence, N 90° 00' 00.00" E for a distance of 226.80 feet to a point on a line.

Thence, S 34° 46' 45.30" W for a distance of 43.72 feet to a point on a line.

Thence, S 04° 38' 12.38" W for a distance of 98.93 feet to a point on a line.

Thence, S 12° 44' 09.49" W for a distance of 28.26 feet to a point on a line.

thence N 72° 20' 06.48" W a distance of 180.82 feet to the POINT OF BEGINNING

AREA 4

0.36 ac.

From the POINT OF BEGINNING; Thence, S 00° 14' 11.68" W for a distance of 213.62 feet to a point on a line.

Thence, N 72° 20' 06.48" W for a distance of 133.73 feet to a point on a line.

Thence, N 29° 47' 55.76" E for a distance of 166.92 feet to a point on a line.

thence N 58° 08' 22.49" E a distance of 53.40 feet to the POINT OF BEGINNING

AREA 5

0.97 ac.

From the POINT OF BEGINNING; Thence, S 00° 14' 11.68" W for a distance of 180.93 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 00° 15' 59.13", having a radius of 55538.37 feet, and whose long chord bears S 89° 51' 58.08" W for a distance of 258.25 feet to a point of intersection with a non-tangential line.

Thence, N 37° 25' 16.39" E for a distance of 36.25 feet to a point on a line.

Thence, N 31° 20' 33.99" E for a distance of 54.40 feet to a point on a line.

Thence, N 00° 56' 51.79" W for a distance of 39.87 feet to a point on a line.

Thence, N 06° 59' 52.08" W for a distance of 24.49 feet to a point on a line.

Thence, N 45° 45' 03.59" E for a distance of 118.51 feet to a point on a line.

thence S 72° 20' 06.48" E a distance of 133.73 feet to the POINT OF BEGINNING

AREA 6

1.52 ac.

From the POINT OF BEGINNING; Thence, S 00° 14' 21.64" E for a distance of 167.52 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 18° 15' 22.31", having a radius of 1350.03 feet, and whose long chord bears S 80° 32' 27.38" W for a distance of 428.34 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 00° 02' 27.49", having a radius of 55538.37 feet, and whose long chord bears S 89° 42' 44.76" W for a distance of 39.71 feet to a point of intersection with a non-tangential line.

Thence, N 00° 14' 11.68" E for a distance of 180.93 feet to a point on a line.

Thence, S 72° 20' 06.48" E for a distance of 118.08 feet to a point on a line.

Thence, S 89° 40' 56.97" E for a distance of 89.03 feet to the beginning of a curve,

Said curve turning to the left through 40° 18' 04.77", having a radius of 400.00 feet, and whose long chord bears N 70° 10' 00.65" E for a distance of 275.59 feet to the POINT OF BEGINNING

Area 7

1.95 ac.

From the POINT OF BEGINNING; Said curve turning to the left through an angle of 05° 59' 43.40", having a radius of 1460.00 feet, and whose long chord bears S 04° 25' 16.40" E for a distance of 152.70 feet to a point of intersection with a non-tangential line.

Thence, S 65° 23' 22.15" W for a distance of 306.30 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 06° 02' 18.46", having a radius of 1350.03 feet, and whose long chord bears S 68° 23' 36.99" W for a distance of 142.22 feet to a point of intersection with a non-tangential line.

Thence, N 00° 14' 21.64" W for a distance of 167.52 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 09° 19' 41.99", having a radius of 400.00 feet, and whose long chord bears N 45° 21' 07.27" E for a distance of 65.05 feet to the beginning of a non-tangential curve.

Said curve turning to the right through 61° 24' 56.12", having a radius of 365.05 feet, and whose long chord bears N 71° 23' 44.34" E for a distance of 372.83 feet to the POINT OF BEGINNING

Area 8

0.66 ac.

From the POINT OF BEGINNING; Said curve turning to the left through 01° 17' 26.07", having a radius of 1485.12 feet, and whose long chord bears S 00° 46' 24.37" E for a distance of 33.45 feet to the beginning of a non-tangential curve.

Said curve turning to the left through 61° 24' 56.12", having a radius of 365.05 feet, and whose long chord bears S 71° 23' 44.34" W for a distance of 372.83 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 09° 19' 41.99", having a radius of 400.00 feet, and whose long chord bears S 45° 21' 07.27" W for a distance of 65.05 feet to a point of intersection with a non-tangential line.

Thence, N 00° 14' 21.64" W for a distance of 200.13 feet to a point on a line.

thence S 89° 42' 36.17" E a distance of 400.02 feet to the POINT OF BEGINNIN

Area 9

6.23 ac.

From the POINT OF BEGINNING; Thence, S 00° 14' 21.64" E for a distance of 574.04 feet to a point on a line.

Thence, S 00° 14' 21.64" E for a distance of 200.13 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 40° 18' 04.77", having a radius of 400.00 feet, and whose long chord bears S 70° 10' 00.65" W for a distance of 275.59 feet.

Thence, N 89° 40' 56.97" W for a distance of 89.03 feet to a point on a line.

Thence, N 72° 20' 06.48" W for a distance of 118.08 feet to a point on a line.

Thence, N 00° 14' 11.68" E for a distance of 213.62 feet to a point on a line.

Thence, N 58° 08' 22.49" E for a distance of 70.83 feet to a point on a line.

Thence, N 14° 24' 48.76" E for a distance of 54.29 feet to a point on a line.

Thence, N 13° 27' 09.72" W for a distance of 112.53 feet to a point on a line.

Thence, N 44° 22' 00.19" E for a distance of 559.70 feet to a point on a line.

thence N 44° 22' 00.19" E a distance of 25.47 feet to the POINT OF BEGINNING

Area 10

3.00 ac.

From the POINT OF BEGINNING; Thence, N 34° 46' 45.30" E for a distance of 14.64 feet to a point on a line.

Thence, N 52° 06' 50.95" E for a distance of 139.08 feet to a point on a line.

Thence, N 40° 47' 16.49" E for a distance of 42.59 feet to a point on a line.

Thence, N 40° 56' 02.80" E for a distance of 51.13 feet to a point on a line.

Thence, N 43° 49' 33.22" E for a distance of 158.47 feet to a point on a line.

Thence, N 18° 25' 52.19" E for a distance of 26.33 feet to a point on a line.

Thence, N 34° 41' 08.86" E for a distance of 121.52 feet to a point on a line.

Thence, N 45° 25' 49.29" E for a distance of 37.26 feet to a point on a line.

Thence, N 38° 20' 31.95" E for a distance of 155.38 feet to a point on a line.

Thence, N 74° 51' 48.20" E for a distance of 83.74 feet to a point on a line.

Thence, N 38° 08' 15.35" E for a distance of 180.00 feet to a point on a line.

Thence, N 71° 28' 09.33" E for a distance of 27.26 feet to a point on a line.

Thence, N 71° 28' 09.33" E for a distance of 18.84 feet to a point on a line.

Thence, S 00° 14' 21.64" E for a distance of 162.33 feet to a point on a line.

Thence, S 44° 22' 00.19" W for a distance of 25.47 feet to a point on a line.

Thence, S 44° 22' 00.19" W for a distance of 559.70 feet to a point on a line.

Thence, S 13° 27' 09.72" E for a distance of 112.53 feet to a point on a line.

Thence, S 14° 24' 48.76" W for a distance of 54.29 feet to a point on a line.

Thence, S 58° 08' 22.49" W for a distance of 70.83 feet to a point on a line.

Thence, N 00° 14' 11.68" E for a distance of 46.42 feet to a point on a line.

thence N 90° 00' 00.00" W a distance of 269.49 feet to the POINT OF BEGINNING

Area 11

0.23 ac.

From the POINT OF BEGINNING; Thence, S 42° 56' 49.03" W for a distance of 136.75 feet to a point on a line.

Thence, S 00° 32' 18.47" W for a distance of 32.30 feet to a point on a line.

Thence, S 44° 22' 00.19" W for a distance of 5.03 feet to a point on a line.

Thence, N 00° 14' 21.64" W for a distance of 162.33 feet to a point on a line.

Thence, N 71° 28' 09.33" E for a distance of 52.07 feet to a point on a line.

Thence, N 30° 16' 56.69" E for a distance of 7.28 feet to a point on a line.

Thence, N 89° 45' 48.32" E for a distance of 74.84 feet to a point on a line.

Thence, S 22° 20' 45.40" W for a distance of 8.73 feet to a point on a line.

thence S 33° 00' 35.75" W a distance of 49.37 feet to the POINT OF BEGINNING

Area 12

0.02 ac

From the POINT OF BEGINNING; Thence, N 00° 14' 21.64" W for a distance of 22.61 feet to a point on a line.

Thence, N 89° 45' 48.32" E for a distance of 53.14 feet to a point on a line.

Thence, S 30° 16' 56.69" W for a distance of 7.28 feet to a point on a line.

thence S 71° 28' 09.33" W a distance of 52.07 feet to the POINT OF BEGINNING

Area 13

0.76 ac.

From the POINT OF BEGINNING; Thence, S 57° 38' 15.93" W for a distance of 132.53 feet to a point on a line.

Thence, S 18° 56' 11.94" W for a distance of 34.89 feet to a point on a line.

Thence, S 11° 24' 30.07" W for a distance of 59.23 feet to a point on a line.

Thence, S 09° 31' 10.26" W for a distance of 97.47 feet to a point on a line.

Thence, S 32° 02' 30.37" W for a distance of 48.63 feet to a point on a line.

Thence, S 22° 20' 45.40" W for a distance of 125.14 feet to a point on a line.

Thence, S 89° 45' 48.32" W for a distance of 74.84 feet to a point on a line.

Thence, N 30° 16' 56.69" E for a distance of 141.31 feet to a point on a line.

Thence, N 16° 45' 02.49" E for a distance of 100.45 feet to a point on a line.

Thence, N 24° 45' 28.99" E for a distance of 155.55 feet to a point on a line.

Thence, N 41° 20' 57.48" E for a distance of 51.90 feet to a point on a line.

Thence, N 60° 10' 55.32" E for a distance of 71.74 feet to a point on a line.

Thence, N 00° 00' 00.00" E for a distance of 246.86 feet to a point on a line.

Thence, N 90° 00' 00.00" E for a distance of 36.20 feet to a point on a line.

thence S 00° 16' 04.41" E a distance of 265.58 feet to the POINT OF BEGINNING

Area 14

6.34 ac.

From the POINT OF BEGINNING; Thence, N 89° 45' 48.32" E for a distance of 226.42 feet to a point on a line.

Thence, S 00° 16' 04.41" E for a distance of 140.50 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 14° 11' 29.79", having a radius of 1480.00 feet, and whose long chord bears S 07° 23' 32.19" E for a distance of 365.65 feet to a point of intersection with a non-tangential line.

Thence, S 00° 14' 21.64" E for a distance of 259.37 feet to a point on a line.

Thence, N 89° 42' 36.17" W for a distance of 400.02 feet to a point on a line.

Thence, N 00° 14' 21.64" W for a distance of 574.04 feet to a point on a line.

Thence, N 44° 22' 00.19" E for a distance of 5.03 feet to a point on a line.

Thence, N 00° 32' 18.47" E for a distance of 32.30 feet to a point on a line.

Thence, N 42° 56' 49.03" E for a distance of 136.75 feet to a point on a line.

Thence, N 33° 00' 35.75" E for a distance of 49.37 feet to a point on a line.

thence N 22° 20' 45.40" E a distance of 8.73 feet to the POINT OF BEGINNING

Area 15

1.36 ac.

From the POINT OF BEGINNING; Thence, S 00° 16' 04.41" E for a distance of 414.16 feet to a point on a line.

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Thence, N 22° 20' 45.40" E for a distance of 125.14 feet to a point on a line.

Thence, N 32° 02' 30.37" E for a distance of 48.63 feet to a point on a line.

Thence, N 09° 31' 10.26" E for a distance of 97.47 feet to a point on a line.

Thence, N 11° 24' 30.07" E for a distance of 59.23 feet to a point on a line.

Thence, N 18° 56' 11.94" E for a distance of 34.89 feet to a point on a line.

thence N 57° 38' 15.93" E a distance of 132.53 feet to the POINT OF BEGINNING

Area 16

4.31 ac.

From the POINT OF BEGINNING; Thence, N 00° 14' 21.64" W for a distance of 807.75 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 05° 05' 42.84", having a radius of 642.50 feet, and whose long chord bears S 83° 15' 56.04" E for a distance of 57.12 feet.

Thence, S 85° 48' 47.46" E for a distance of 298.21 feet to a point on a line.

Thence, S 00° 16' 04.41" E for a distance of 98.08 feet to a point on a line.

Thence, N 90° 00' 00.00" W for a distance of 36.20 feet to a point on a line.

Thence, S 00° 00' 00.00" W for a distance of 246.86 feet to a point on a line.

Thence, S 60° 10' 55.32" W for a distance of 71.74 feet to a point on a line.

Thence, S 41° 20' 57.48" W for a distance of 51.90 feet to a point on a line.

Thence, S 24° 45' 28.99" W for a distance of 155.55 feet to a point on a line.

Thence, S 16° 45' 02.49" W for a distance of 100.45 feet to a point on a line.

Thence, S 30° 16' 56.69" W for a distance of 141.31 feet to a point on a line.

thence S 89° 45' 48.32" W a distance of 53.14 feet to the POINT OF BEGINNING

Area 17

30.99 ac.

POINT OF BEGINNING; Thence, S 00° 14' 21.64" E for a distance of 808.48 feet to a point on a line.

Thence, N 90° 00' 00.00" W for a distance of 8.68 feet to a point on a line.

Thence, S 00° 00' 00.00" W for a distance of 21.09 feet to a point on a line.

Thence, N 90° 00' 00.00" E for a distance of 8.76 feet to a point on a line.

Thence, S 00° 14' 21.64" E for a distance of 0.79 feet to a point on a line.

Thence, S 71° 28' 09.33" W for a distance of 18.84 feet to a point on a line.

Thence, S 71° 28' 09.33" W for a distance of 27.26 feet to a point on a line.

Thence, S 38° 08' 15.35" W for a distance of 180.00 feet to a point on a line.

Thence, S 74° 51' 48.20" W for a distance of 83.74 feet to a point on a line.

Thence, S 38° 20' 31.95" W for a distance of 155.38 feet to a point on a line.

Thence, S 45° 25' 49.29" W for a distance of 37.26 feet to a point on a line.

Thence, S 34° 41' 08.86" W for a distance of 121.52 feet to a point on a line.

Thence, S 18° 25' 52.19" W for a distance of 26.33 feet to a point on a line.

Thence, S 43° 49' 33.22" W for a distance of 158.47 feet to a point on a line.

Thence, S 40° 56' 02.80" W for a distance of 51.13 feet to a point on a line.

Thence, S 40° 47' 16.49" W for a distance of 42.59 feet to a point on a line.

Thence, S 52° 06' 50.95" W for a distance of 139.08 feet to a point on a line.

Thence, S 34° 46' 45.30" W for a distance of 14.64 feet to a point on a line.

Thence, N 90° 00' 00.00" W for a distance of 226.80 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 00° 54' 31.64", having a radius of 1659.53 feet, and whose long chord bears N 17° 44' 50.60" W for a distance of 26.32 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 16° 18' 31.31", having a radius of 990.79 feet, and whose long chord bears N 09° 08' 19.12" W for a distance of 281.07 feet to a point of intersection with a non-tangential line.

Thence, N 02° 40' 13.80" W for a distance of 140.52 feet to the beginning of a curve,

Said curve turning to the left through 07° 04' 14.45", having a radius of 6326.50 feet, and whose long chord bears N 06° 12' 21.02" W for a distance of 780.24 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 21° 49' 45.20", having a radius of 516.38 feet, and whose long chord bears N 00° 26' 25.00" W for a distance of 195.55 feet to a point of intersection with a non-tangential line.

Thence, N 82° 15' 37.00" E for a distance of 276.60 feet to a point on a line.

Thence, N 82° 18' 37.29" E for a distance of 182.03 feet to a point on a line.

Thence, N 08° 10' 40.20" W for a distance of 234.73 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 11° 01' 45.17", having a radius of 407.50 feet, and whose long chord bears S 82° 41' 36.02" E for a distance of 78.32 feet.

Thence, S 77° 10' 43.44" E for a distance of 517.74 feet to a point on a line.

Thence, S 77° 10' 43.44" E for a distance of 54.39 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 03° 21' 54.81", having a radius of 642.50 feet, and whose long chord bears S 79° 02' 07.22" E for a distance of 37.73 feet to the POINT OF BEGINNING

Area 18

9.32 ac.

From the POINT OF BEGINNING; Thence, S 00° 13' 07.00" E for a distance of 225.23 feet to a point on a line.

Thence, S 00° 13' 07.00" E for a distance of 224.94 feet to a point on a line.

Thence, S 00° 13' 07.00" E for a distance of 255.32 feet to a point on a line.

Thence, S 00° 13' 07.00" E for a distance of 204.43 feet to the beginning of a curve,

Said curve turning to the right through an angle of 91° 10' 32.60", having a radius of 25.00 feet, and whose long chord bears S 45° 22' 09.30" W for a distance of 35.72 feet.

Thence, N 89° 02' 34.40" W for a distance of 129.78 feet to the beginning of a curve,

Said curve turning to the right through 02° 51' 46.31", having a radius of 957.50 feet, and whose long chord bears N 87° 36' 41.25" W for a distance of 47.84 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 08° 40' 59.50", having a radius of 957.50 feet, and whose long chord bears N 81° 50' 18.35" W for a distance of 144.97 feet.

Thence, N 77° 29' 48.60" W for a distance of 26.09 feet to a point on a line.

Thence, N 02° 15' 29.24" E for a distance of 1165.01 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 00° 33' 58.18", having a radius of 13973.23 feet, and whose long chord bears S 83° 36' 15.18" E for a distance of 138.07 feet to the beginning of a non-tangential curve.

Said curve turning to the left through 00° 40' 02.95", having a radius of 13973.23 feet, and whose long chord bears S 84° 13' 15.75" E for a distance of 162.79 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 84° 20' 10.22", having a radius of 25.00 feet, and whose long chord bears S 42° 23' 12.12" E for a distance of 33.57 feet.

thence S 00° 13' 07.00" E a distance of 202.94 feet to the POINT OF BEGINNING

Area 19

30.69ac.

From the POINT OF BEGINNING; Thence, N 77° 29' 48.60" W for a distance of 489.18 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 15° 41' 23.95", having a radius of 1042.70 feet, and whose long chord bears N 85° 33' 44.01" W for a distance of 284.64 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 00° 10' 18.33", having a radius of 103386.86 feet, and whose long chord bears S 82° 17' 18.85" W for a distance of 309.93 feet to a point of intersection with a non-tangential line.

Thence, S 79° 24' 46.47" W for a distance of 24.64 feet to a point on a line.

Thence, N 15° 05' 30.15" W for a distance of 23.45 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 11° 30' 47.74", having a radius of 917.96 feet, and whose long chord bears N 07° 44' 30.21" W for a distance of 184.15 feet to a point of intersection with a non-tangential line.

Thence, N 00° 03' 07.68" E for a distance of 871.05 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 12° 27' 54.03", having a radius of 470.00 feet, and whose long chord bears N 05° 56' 30.98" E for a distance of 102.05 feet.

Thence, N 12° 10' 28.00" E for a distance of 85.86 feet to the beginning of a curve,

Said curve turning to the right through 69° 46' 24.12", having a radius of 25.00 feet, and whose long chord bears N 47° 03' 40.06" E for a distance of 28.60 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 01° 15' 49.06", having a radius of 3939.52 feet, and whose long chord bears S 76° 37' 53.86" E for a distance of 86.88 feet to a point of intersection with a non-tangential line.

Thence, S 75° 21' 44.95" E for a distance of 87.64 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 01° 01' 14.99", having a radius of 3939.52 feet, and whose long chord bears S 74° 12' 53.07" E for a distance of 70.19 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 08° 50' 12.58", having a radius of 1460.00 feet, and whose long chord bears S 78° 07' 21.86" E for a distance of 224.96 feet to a point of intersection with a non-tangential line.

Thence, S 07° 05' 02.89" W for a distance of 0.13 feet to a point on a line.

Thence, S 83° 19' 06.79" E for a distance of 107.17 feet to a point on a line.

Thence, S 81° 57' 17.39" E for a distance of 561.23 feet to a point on a line.

thence S 02° 15' 29.24" W a distance of 1165.01 feet to the POINT OF BEGINNING

Area 20

8.10 ac.

From the POINT OF BEGINNING; Said curve turning to the left through an angle of 05° 42' 33.56", having a radius of 2768.61 feet, and whose long chord bears S 02° 39' 48.62" W for a distance of 275.77 feet to a point of intersection with a non-tangential line.

Thence, S 00° 29' 55.06" E for a distance of 340.58 feet to a point on a line.

Thence, S 00° 01' 41.06" W for a distance of 505.30 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 96° 40' 53.21", having a radius of 25.00 feet, and whose long chord bears S 48° 20' 26.60" W for a distance of 37.36 feet.

Thence, N 83° 19' 06.79" W for a distance of 266.73 feet to a point on a line.

Thence, N 00° 03' 02.16" E for a distance of 279.60 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 11° 44' 52.62", having a radius of 2500.00 feet, and whose long chord bears N 05° 29' 33.38" W for a distance of 511.70 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 03° 39' 41.08", having a radius of 2500.00 feet, and whose long chord bears N 13° 32' 05.54" W for a distance of 159.73 feet to a point of intersection with a non-tangential line.

Thence, N 12° 26' 58.08" W for a distance of 82.38 feet to a point on a line.

Thence, N 86° 07' 31.17" E for a distance of 163.86 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 09° 22' 47.34", having a radius of 301.64 feet, and whose long chord bears N 05° 40' 54.01" W for a distance of 49.33 feet to a point of intersection with a non-tangential line.

Thence, N 00° 11' 28.95" W for a distance of 29.46 feet to a point on a line.

From the POINT OF BEGINNING; Thence, S 00° 11' 28.95" E for a distance of 350.40 feet to a point on a line.
Thence, S 89° 48' 31.05" W for a distance of 159.21 feet to a point on a line.
Thence, N 25° 04' 50.44" W for a distance of 274.41 feet to a point on a line.
Thence, N 63° 08' 55.40" E for a distance of 239.37 feet to a point on a line.
thence S 84° 37' 34.43" E a distance of 61.07 feet to the POINT OF BEGINNING;
From the POINT OF BEGINNING; Said curve turning to the right through 01° 31' 21.99", having a radius of 1296.39 feet, and whose long chord bears S 14° 10' 44.83" W for a distance of 34.45 feet to the beginning of a non-tangential curve.
Said curve turning to the left through 03° 00' 02.28", having a radius of 2768.61 feet, and whose long chord bears S 13° 26' 24.68" W for a distance of 144.98 feet to the beginning of a non-tangential curve.
Said curve turning to the left through an angle of 06° 25' 18.15", having a radius of 2768.61 feet, and whose long chord bears S 08° 43' 44.47" W for a distance of 310.14 feet to a point of intersection with a non-tangential line.
Thence, S 89° 48' 31.05" W for a distance of 248.30 feet to a point on a line.
Thence, N 00° 11' 28.95" W for a distance of 350.40 feet to a point on a line.
Thence, N 84° 37' 34.43" W for a distance of 61.07 feet to a point on a line.
Thence, S 63° 08' 55.40" W for a distance of 239.37 feet to a point on a line.
Thence, N 25° 04' 50.44" W for a distance of 120.00 feet to a point on a line.
Thence, S 63° 05' 46.40" W for a distance of 25.30 feet to a point on a line.
Thence, N 25° 43' 30.79" W for a distance of 48.65 feet to a point on a line.
Thence, N 28° 49' 19.24" W for a distance of 123.19 feet to a point on a line.
Thence, N 28° 36' 41.14" E for a distance of 80.01 feet to a point on a line.
Thence, N 40° 05' 52.68" E for a distance of 64.30 feet to a point on a line.
Thence, N 59° 39' 28.07" E for a distance of 78.78 feet to a point on a line.
Thence, S 89° 41' 49.89" E for a distance of 619.57 feet to a point on a line.
thence S 00° 06' 19.88" W a distance of 171.16 feet to the POINT OF BEGINNING;thence N 89° 48' 31.05" E a distance of 248.30 feet to the POINT OF BEGINNING

Area 21

0.33 ac.

From the POINT OF BEGINNING; Thence, N 12° 26' 58.08" W for a distance of 91.16 feet to a point on a line.

Thence, N 89° 46' 41.97" E for a distance of 18.95 feet to a point on a line.

Thence, N 89° 48' 31.05" E for a distance of 159.21 feet to a point on a line.

Thence, S 00° 11' 28.95" E for a distance of 29.46 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 09° 22' 47.34", having a radius of 301.64 feet, and whose long chord bears S 05° 40' 54.01" E for a distance of 49.33 feet to a point of intersection with a non-tangential line.

thence S 86° 07' 31.17" W a distance of 163.86 feet to the POINT OF BEGINNING

AREA 22

1.65 ac.

From the POINT OF BEGINNING; Thence, S 00° 11' 28.95" E for a distance of 350.40 feet to a point on a line.

Thence, S 89° 48' 31.05" W for a distance of 159.21 feet to a point on a line.

Thence, N 25° 04' 50.44" W for a distance of 274.41 feet to a point on a line.

Thence, N 63° 08' 55.40" E for a distance of 239.37 feet to a point on a line.

thence S 84° 37' 34.43" E a distance of 61.07 feet to the POINT OF BEGINNING

Area 23

7.4 ac.

From the POINT OF BEGINNING; Said curve turning to the right through 01° 31' 21.99", having a radius of 1296.39 feet, and whose long chord bears S 14° 10' 44.83" W for a distance of 34.45 feet to the beginning of a non-tangential curve.

Said curve turning to the left through 03° 00' 02.28", having a radius of 2768.61 feet, and whose long chord bears S 13° 26' 24.68" W for a distance of 144.98 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 06° 25' 18.15", having a radius of 2768.61 feet, and whose long chord bears S 08° 43' 44.47" W for a distance of 310.14 feet to a point of intersection with a non-tangential line.

Thence, S 89° 48' 31.05" W for a distance of 248.30 feet to a point on a line.

Thence, N 00° 11' 28.95" W for a distance of 350.40 feet to a point on a line.

Thence, N 84° 37' 34.43" W for a distance of 61.07 feet to a point on a line.

Thence, S 63° 08' 55.40" W for a distance of 239.37 feet to a point on a line.

Thence, N 25° 04' 50.44" W for a distance of 120.00 feet to a point on a line.

Thence, S 63° 05' 46.40" W for a distance of 25.30 feet to a point on a line.

Thence, N 25° 43' 30.79" W for a distance of 48.65 feet to a point on a line.

Thence, N 28° 49' 19.24" W for a distance of 123.19 feet to a point on a line.

Thence, N 28° 36' 41.14" E for a distance of 80.01 feet to a point on a line.

Thence, N 40° 05' 52.68" E for a distance of 64.30 feet to a point on a line.

Thence, N 59° 39' 28.07" E for a distance of 78.78 feet to a point on a line.

Thence, S 89° 41' 49.89" E for a distance of 619.57 feet to a point on a line.

thence S 00° 06' 19.88" W a distance of 171.16 feet to the POINT OF BEGINNING

Area 24

1.82 ac

POINT OF BEGINNING; Thence, N 89° 54' 10.31" W for a distance of 793.85 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 20° 55' 24.36", having a radius of 1449.97 feet, and whose long chord bears N 75° 50' 11.85" E for a distance of 526.57 feet to a point of intersection with a non-tangential line.

Thence, N 65° 23' 22.15" E for a distance of 307.47 feet to a point on a line.

thence S 00° 49' 55.11" E a distance of 258.26 feet to the POINT OF BEGINNING

Area 25

1.00ac.

POINT OF BEGINNING: Thence, N 08° 12' 04.22" W for a distance of 239.02 feet to a point on a line.

Thence, N 81° 39' 28.16" E for a distance of 110.39 feet to the beginning of a curve,

Said curve turning to the right through an angle of 10° 08' 08.78", having a radius of 407.50 feet, and whose long chord bears N 86° 43' 27.00" E for a distance of 71.99 feet to a point of intersection with a non-tangential line.

Thence, S 08° 10' 40.20" E for a distance of 234.73 feet to a point on a line.

Thence, S 84° 37' 12.40" W for a distance of 3.86 feet to a point on a line.

thence S 82° 15' 37.00" W a distance of 178.17 feet to the<b> POINT OF BEGINNING

EXHIBIT “C” – Findings of Fact

FINDINGS

1. The Sonoma Ranch East II Annexation, which served as the basis for the Sonoma Ranch East II Master Plan, was originally approved on February 28, 2005.
2. The master plan has technically been amended six times involving both minor and major amendments (first was considered a minor amendment tracked differently from the rest).
3. The amendments have altered planning parcel boundaries, densities, intensities, and land uses particularly within the boundaries herein considered for amendment #5.
4. The current amendment #5 proposal, consisting of ± 122.46 acres, seeks to lower residential densities in ± 91.48 acres (approximately 75%) of the subject amendment area in question. Residential land use will shift to single-family low density for these areas.
5. Of the remaining 25% of the amendment area, the proposal is to retain ± 15.5 acres as single-family high density.
6. Via this amendment, the intent is to amend the master plan and change the zoning of subject property to accommodate a predominately large lot residential development. A smaller acreage is reserved for smaller lots having a minimum lot size of 3500 square feet in area.
7. Single-family low density, single-family high density, open space – natural conservation, flood control, and flood control/open space-natural conservation are the only land uses proposed in amendment #5.
8. Elevate’s Future Development Map reflects the potential for neighborhood centers in the immediate area however, no such center is being proposed. A letter justifying this position was submitted for P&Z consideration.
9. The subject property falls within the Suburban place type. This place type is characterized by low to moderate density residential land uses intermixed with areas of commercial development.
10. The amendment/zone change requests may be considered consistent with the stated place type characteristics regarding the two residential density types proposed and provisions for natural public space.
11. The proposal seeks residential development consistent with the surrounding neighborhood.
12. The proposal’s single-family density threshold falls within the place type density range for like development.
13. The proposal seeks to plan for and better define sensitive areas such as arroyo boundaries and natural topography.
14. The proposal formalizes, combines, and provides better neighborhood access to the proposed park.
15. The proposed master plan amendment/zone change request is supported by various policies and actions identified in the Elevate Las Cruces Comprehensive Plan and meets the purpose and intent of the 2001 Zoning Code, as amended (2001 Zoning Code, Section 38-2).

Type of Action:
Planning & Zoning
Staff Report

Planning & Zoning Commission Staff Report

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ N/A		
Adopted:	May 27, 2025		
Drafter:	Vince Banegas	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title:	**A REQUEST FOR FINAL APPROVAL TO A MAJOR AMENDMENT INVOLVING THE SONOMA RANCH EAST II MASTER PLAN, TITLED SONOMA RANCH EAST II MASTER PLAN AMENDMENT #5, AND TO PROVIDE A RECOMMENDATION FOR THE CORRESPONDING ZONE CHANGES. THE PROPERTY IS GENERALLY LOCATED NORTH OF SONORA SPRINGS BOULEVARD, 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 24CS0500131 AND 24ZO0500130)**

PURPOSE(S) OF ACTION:

Final approval of master plan amendment and recommendation for corresponding zone changes.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

This staff report is intended to cover both the master plan amendment and the companion rezoning requests. As such, staff recommends that both items be heard concurrently and then voted on individually. The applicant has sought consideration of these items under the codes preceding the adoption of the Realize Development Code.

A master plan is the first step in a three-tier land development process involving the subdivision of land for conveyance purposes pursuant to Section 37-41 of the Las Cruces Subdivision Code. The following two steps involve preliminary and final plat processes. Master plan major amendments are required when a substantial change to the previously approved master plan takes place. Substantial changes shall include, but are not limited to the following five criteria: 1) Any change in land use or use intensity; 2) Modifications of vehicular circulation on arterials, collectors and/or major local designated streets; 3) Increase in residential density; 4) Any extension of time limits beyond 20 percent; and 5) Any change in the master plan that is determined by the subdivision administrator to be substantial. In this instance, criteria #1 and #5 are at issue resulting in the need to have the master plan's proposed changes reviewed and the corresponding zone changes considered for approval by the Planning and Zoning Commission and City Council as applicable.

Per the Subdivision Code, the purpose of a master plan is to advance the goals and objectives of the city's comprehensive plan and to address a variety of environmental and social issues in an area being proposed for future development. It is also considered a conceptual tool reflecting the ideas and thoughts for future development and as such serves as a guide to help ensure consistency with policy that involves, but is not limited to land use, growth management, transportation, utilities, recreation, housing, economic development, environmental and community service-related planning.

Historically speaking, the original Sonoma Ranch East II Master Plan was created upon the annexation of ± 322 acres called Sonoma Ranch East II Annexation. The annexation plat, master plan, and initial zoning were all approved via their respective ordinances and resolution on 2/28/05. There have been several amendments to the master plan since its adoption ranging from a minor amendment that transferred a small portion of proposed right-of-way from the subject master plan boundary to the master plan that sits immediately west, to several major amendments that altered planning parcel boundaries, densities, intensities, land uses, and park locations. Relative to the land within the confines of the subject ± 122.46 acres, there have been 3 amendments that directly impact property within the amendment #5 boundary. All amendments are listed within this packet per Attachment "L". Those amendments with a double asterisk pertain to the land within the proposed amendment #5 boundary.

The Sonoma Ranch East II Master Plan Amendment #5 proposal involves approximately 122.46 undeveloped acres (excluding the CLC water tank) of the master plan's original ± 322 acres. The area is served by several key thoroughfares which include Mesa Grande Drive as a proposed minor arterial (100' R.O.W.), Calle Jitas, a minor arterial (100' R.O.W.), Sedona Hills Parkway, a major collector (85' R.O.W.), Sonora Springs Boulevard, a minor arterial (100' R.O.W.), and Pagosa Hills Avenue, a local roadway (50' R.O.W.). As proposed, development will occur in three primary phases (north to south and divided by Calle Jitas Boulevard and Sedona Hills Boulevard) and seeks to create general changes summarized below. Please note, greater detail on the proposed changes can also be found on Attachment L.

The conversion of ± 8.10-acres from multi-dwelling, medium density (20 du/ac max)/single-family high density (10 du/ac max) to single-family high density (12 du/ac max).

The conversion of ± 7.4-acres from single-family high density (10 du/ac max) to single-family high density (12 du/ac max).

The conversion of ± 67.91-acres from single-family high density (10 du/ac max) to single-family low density (4 du/ac max).

The conversion of ± 23.96-acres from mixed-use (various single-family high density, multi-dwelling medium density, office professional), commercial, and other non-residential designations to single-family low density (4 du/ac max).

The reconfiguration/relocation of a proposed 2.0-acre park site in existing single-family high density (10 du/ac max) parcels.

Reconfiguration of planning parcels generally; and finally,

The delineation/re-delineation of open space and flood control/open space.

With little exception as it relates to residential land use, a majority of the land use changes proposed in amendment #5, are intended to accommodate a single-family low-density/rural style of development consisting primarily of 56 one-acre lots on ± 91.48 acres. An additional ± 15.5 acres will exist as single-family high-density development and is expected to provide for approximately 61 smaller residential lots consistent with the approved land use/zoning currently in place pursuant to amendment #4 approvals. A comparison of the potential residential build-out between amendment #4 and #5 using min./max. tabular data on each master plan is reflected below.

	Low Housing Count Scenario (Units)	High Housing Count Scenario (Units)
Amendment #4	235-862	235-1,376
Amendment #5	230	552
Proposed Build-Out	117	117

In comparison of the two master plans for commercial land use, amendment #4 reflects a minimum acreage of ± 3.97-acres and a maximum (considering applicable development options involving 7.25 acres) of 11.22-acres. Amendment #5 proposes no office, or commercial use.

The Sonoma Ranch East II Master Plan is located in the Suburban Neighborhood Place Type per the Elevate Las Cruces Comprehensive Plan. This place type seeks to achieve low-to-moderate density residential land uses intermixed with areas of commercial development. Predominant land uses should include single-family and multi-family development, retail and office uses, and other ancillary uses like schools, parks, etc. Additionally, Elevate's Future Development Map identifies provisions for three potential Neighborhood Centers

in the area just north of Calle Jitas/Alameda Arroyo along Mesa Grande Drive, the area just east of Sedona Hills Parkway and Mesa Grande Drive, and finally, just south of Sonora Springs Boulevard along Mesa Grande Drive near the East Mesa Sports Complex. Although center locations may "float" or shift slightly from where they are shown on the map, the fact that said map depicts such a concentration of centers in the area seems to indicate that a center should be considered as part of the development fabric for the area. Development of neighborhood centers make sense when appropriate land use, utility infrastructure, transportation facilities, and related services are in place to support such a center. Per Elevate, neighborhood centers should include a mix of residential and non-residential land uses that provide nodes of community activity for surrounding residential neighborhoods. These activity centers are intended to provide local employment, shopping, and entertainment opportunities and provide a diverse mix of residential living options.
Residential uses in neighborhood centers are encouraged to achieve a gross density of 8-15 du/ac. for single-family and 15-30 du/ac. for multi-family uses.

The applicant, acting on his client's behalf, has submitted a letter citing reasons why a neighborhood center should not be considered in part or in whole anywhere within the amendment #5 boundaries. In essence, the letter states that better opportunities for this development concept can be or are being achieved through development taking place around the Northrise Drive/Sonoma Ranch Boulevard area and the Hwy 70/ Mesa Grande Drive area. They indicate that the latter area is designated as a town center per Elevate, which is correct. They further state that other areas near the sports complex would be better suited for the mixed-use concept the comprehensive plan seeks to achieve. Elevate, in consideration of neighborhood centers, seeks the distribution of this mixed-use style of development at an approximate 1-mile interval at intersections of arterials and other "major" thoroughfares. The concept takes into consideration existing commercial, office, and other like uses whether in recognized/developing town centers, or along mixed-use or commercial corridors. That said, neighborhood centers are intended to be neighborhood centric with emphasis on allowing pedestrian access via a 1/2-mile walk shed. This is in relative stark contrast to distances one would have to travel in order to go to the areas the justification letter cites particularly those areas well north of the subject property.

To effect change per the proposed major master plan amendment #5, a corresponding set of zone change requests have been submitted for consideration and recommendation to City Council. The zone change requests are many and can be found on Attachment "E" which is included in this packet. These requests are intended to directly support the proposed development sought through the amendment.

On April 16, 2025, the Development Review Committee (DRC) reviewed the proposed master plan amendment. The DRC voted unanimously to approve the master plan as presented. Please refer to Attachment "J" for the draft minutes of the subject DRC meeting.

In accordance to the Subdivision Code and Zoning Code, notice of the public hearing was mailed to all property owner within 500 feet of the subject property. Any input received regarding the subject cases will be discussed during staff presentation.

References:
Original Sonoma Ranch East II Master Plan - approved February 28, 2005
Sonoma Ranch East II Amendment #1 - approved August 25, 2009
Sonoma Ranch East II Amendment #2 - approved March 27, 2018
Sonoma Ranch East II Amendment #3 - approved September 24, 2018
Sonoma Ranch East II Amendment #4 - approved July 28, 2020

SUPPORT INFORMATION:
Attachment "A" - Zoning Map
Attachment "B" - Aerial Map
Attachment "C" - Proposed Master Plan Amendment #5
Attachment "D" - Proposed Zone Change Map

Attachment "E"- Zone Change Requests
Attachement "F" - Zone Change Tract Index Map (Legal Descriptions)
Attachment "G" - Legal Descriptions
Attachment "H" - Justification Letter
Attachment I - Elevate LC Comprehensive Plan Goals, Policies, and Actions
Attachment "J" - DRC Draft Minutes 4-16-25
Attachment "K" - Findings of Fact
Attachment “L” – Master Plan Amendment History and New Proposal Detail
Attachment "M" - Existing Approved Master Plan Amendment 4

PLAN(S):
Elevate Las Cruces

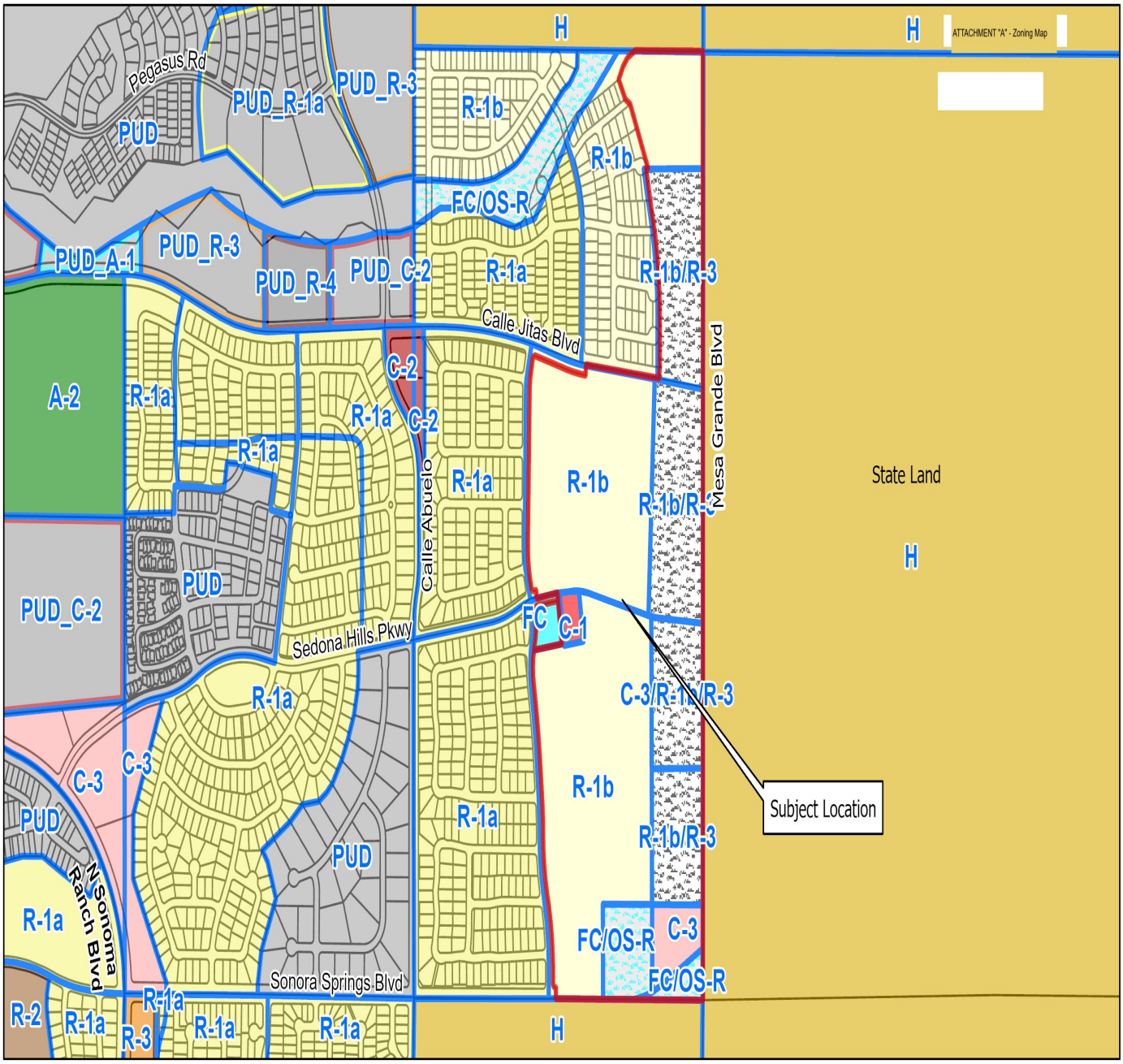
COMMITTEE/BOARD REVIEW:
P&Z

OPTIONS / ALTERNATIVES:
Master Plan Voting Options:

1. Vote "Yes"; this will approve the proposed master plan amendment known as Sonoma Ranch East II Amendment #5.
2. Vote "No"; this will deny the proposed master plan amendment.
3. Vote to "Amend"; This would allow the Commission to approve the amendment with stipulated conditions as deemed prudent.
4. Vote to "Table"; this will postpone consideration of the proposed amendment and should include Commission direction and applicable.

Zone Change Voting Options:

1. Vote "Yes"; this will recommend approval for the proposed zone changes that correspond with the master plan amendment known as Sonoma Ranch East II Amendment #5.
2. Vote "No"; this will recommend denial for the proposed zone changes.
3. Vote to "Amend"; this could modify the recommendation of approval of the proposed zone changes by adding conditions as the Planning and Zoning Commission deems appropriate.
4. Vote to "Table"; this will postpone consideration of the proposed zone changes pursuant to further direction from the Commission.



Note: Subject property is outlined in red.

Legend

Zoning District

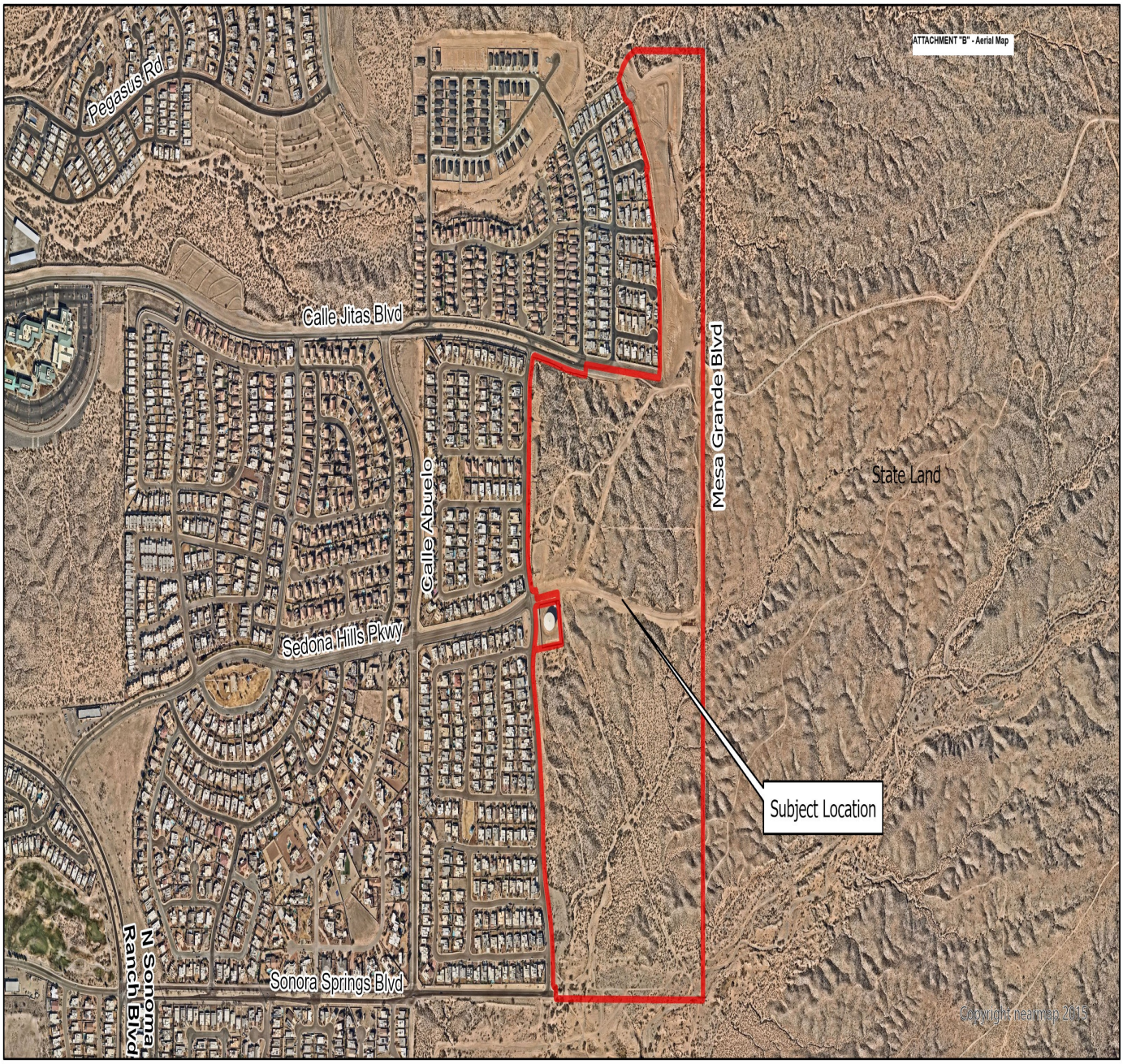
ZoningDistrict

A-2, C-1, C-2, C-3, FC, FC/OS-R, H, PUD, PUD_A-1, PUD_, PUD_, PUD_, PUD_, R-1a, R-1b

Miles

0 0.050.1 0.2 0.3 0.4

N W E S



Note: Subject property is outlined in red.

Legend

RoadCenterline nearmap_us

Road Class
- Major Arterial
- Minor Arterial
- Collector

RGB
- Red: Band_1
- Green: Band_2
- Blue: Band_3

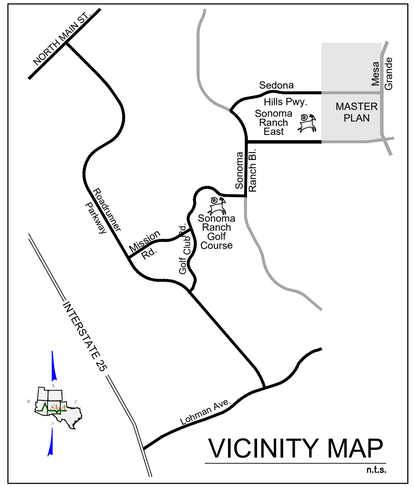
Miles
0 0.050.1 0.2 0.3 0.4

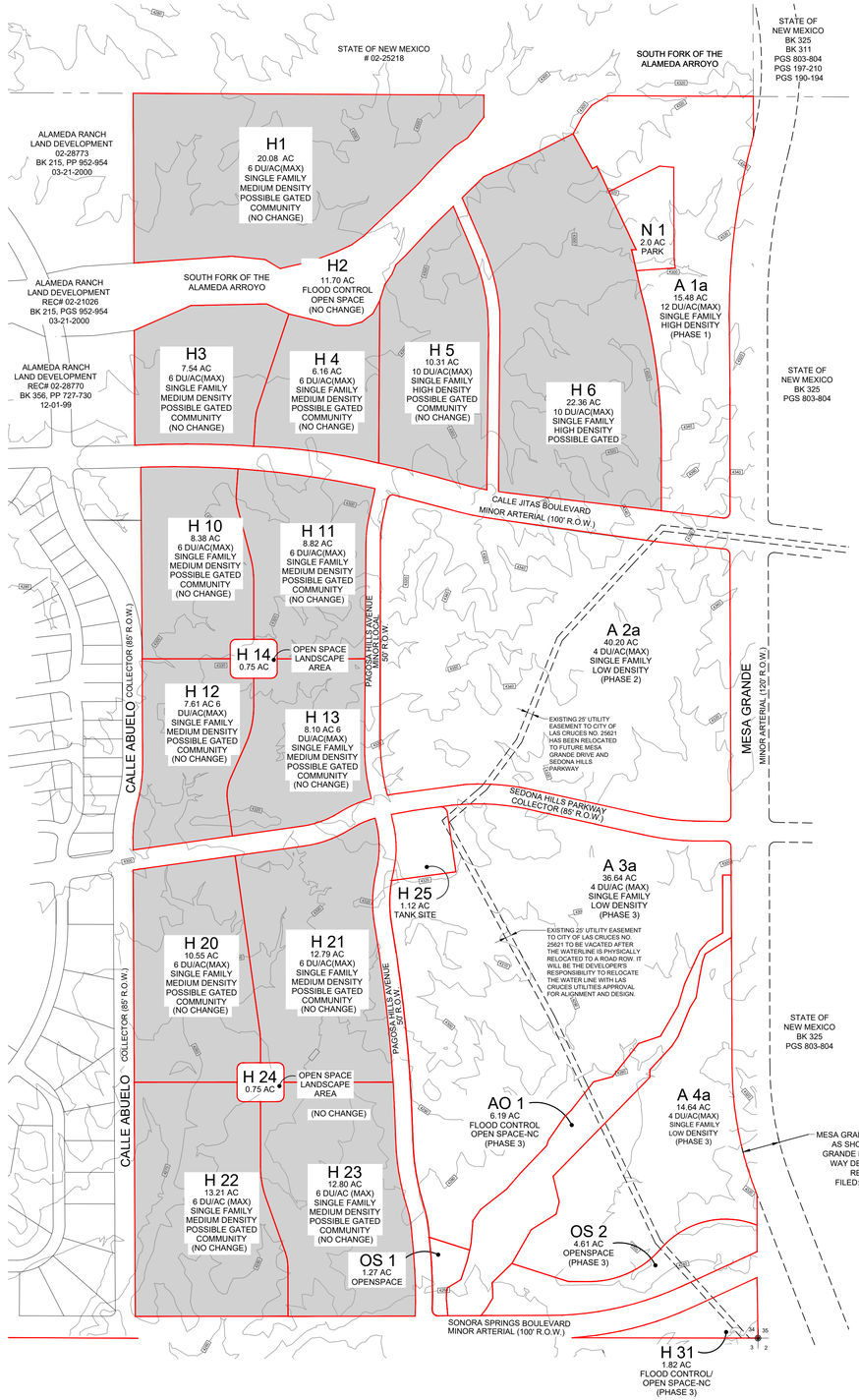
N
W E
S

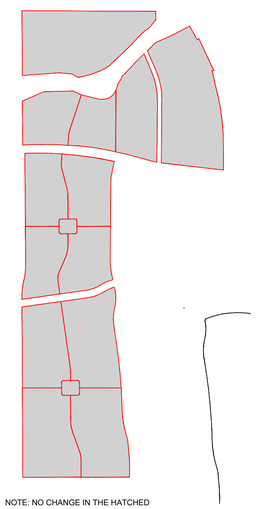
ATTACHMENT "C" - Proposed Master Plan Amendment #5

SONOMA RANCH EAST II, MASTER PLAN MAJOR AMENDMENT #5

LOCATED IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 2 EAST
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
MARCH 2025
122.46 AC. ±







NOTE: NO CHANGE IN THE HATCHED AREA SHOWN FROM PREVISIONS APPROVED MASTER PLAN.

MASTER PLAN NOTES:

PLANNING PARCELS WILL BE SUBDIVIDED INTO PHASES. EACH PHASE WILL BE FURTHER SUBDIVIDED OR COMBINED FOR CONSTRUCTION PURPOSES. PHASES WILL BE SHOWN ON THE PRELIMINARY PLATS.

THIS AMENDMENT ELIMINATES PLANNING PARCEL H9 FORMERLY P9 BECAUSE IT IS NOW IN THE EAST MASTER PLAN.

ACREAGE PROPOSED FOR OPEN SPACE, PRIVATE AND PUBLIC FACILITIES, AND RIGHTS-OF-WAY IS 47.51 ACRES. OF THIS AREA 26.39 ACRES ARE PROPOSED FOR RIGHTS-OF-WAY AND 21.12 ACRES ARE PROPOSED FOR OPEN SPACE AND PRIVATE AND PUBLIC FACILITIES.

ALL CURRENT CITY ORDINANCES WILL BE ADHERED TO IN THIS DEVELOPMENT.

TRAFFIC IMPACT STUDY TO BE DONE AT TIME OF LOT DEVELOPMENT

THE CHANGE OF THE LOCATION OF THE PARK IS BASED ON DISCUSSIONS WITH CLC PARKS AND RECREATION DEPARTMENT.

DRAINAGE

A DRAINAGE STUDY AND REPORT SHALL BE PREPARED FOR EACH PHASE OF DEVELOPMENT BY THE OWNER OF THAT PHASE OF DEVELOPMENT AT THE TIME OF PROPOSED DEVELOPMENT OF SAID PHASE OF DEVELOPMENT. THIS REPORT SHALL ALLOW THE HISTORIC DRAINAGE FLOW TO EXIT THE PHASE OF DEVELOPMENT AND ANY DRAINAGE ABOVE AND BEYOND THE HISTORIC DRAINAGE FLOW MUST BE CONTAINED ON THIS PHASE OF DEVELOPMENT AS DESCRIBED IN THE CITY OF LAS CRUCES REQUIREMENTS FOR SUCH DRAINAGE STUDIES AND REPORTS.

OWNER/DEVELOPER

SIERRA NORTE DEVELOPMENT, INC.
3590 W. PICACHO AVENUE
LAS CRUCES NEW, MEXICO
PHONE: (575) 496-7115

TABULAR DATA

PLANNING PARCEL	PROPOSED LAND USE	ACREAGE	PLANNING DENSITY MIN.-MAX.	MIN. AVAILABLE UNITS	MAX. AVAILABLE UNITS	CHANGE
H 1	SF	20.08	2 - 6	40	120	BUILT OUT
H 2	AO	11.70				BUILT OUT
H 3	SF	7.54	2 - 6	15	46	BUILT OUT
H 4	SF	6.16	2 - 6	12	37	BUILT OUT
H 10	SF	8.38	2 - 6	16	50	BUILT OUT
H 11	SF	8.82	2 - 6	17	53	BUILT OUT
H 12	SF	7.61	2 - 6	15	46	BUILT OUT
H 13	SF	8.10	2 - 6	16	49	BUILT OUT
H 14	PARK	0.75				BUILT OUT
H 20	SF	10.55		21	63	BUILT OUT
H 21	SF	12.79	2 - 6	25	77	BUILT OUT
H 22	SF	13.21	2 - 6	26	79	BUILT OUT
H 23	SF	12.80	2 - 6	25	77	BUILT OUT
H 24	PARK	0.75				BUILT OUT
H 25	TANK SITE	1.12				

NOTE: SHADED AREA INDICATES AREA OF NO CHANGE

TABULAR DATA

PLANNING PARCEL	PROPOSED LAND USE	ACREAGE	PLANNING DENSITY MIN.-MAX.	MIN. ALLOWABLE UNITS	MAX. ALLOWABLE UNITS	CHANGE
A 1a	SF (HD)	15.48	9-12	158	210	PARCELS H 7 & H 8 COMBINED
A 2a	SF (LD)	40.20	1 - 4	40	160	PARCELS A 1 & H 19 COMBINED
A 3a	SF (LD)	35.64	1 - 4	38	152	PARCEL PART OF A 2, H 29, H 30 & ALL OF H 33 COMBINED
A 4a	SF (LD)	14.64	1 - 4	14	58	PARCEL PART OF H 29, H 32, A 2, N 1 AND ALL OF H 30 COMBINED
OS 1	OS-NC	0.76				PARCEL PART OF N 1
OS 2	OS-NC	4.61				PARCELS PART OF N 1, A 2 AND H 32 COMBINED
H 25	TANK SITE	1.12				NO CHANGE
H 31	FLOOD CONTROL OPEN SPACE-NC	1.82				NO CHANGE
AO 1	FLOOD CONTROL OPEN SPACE-NC	6.19				PARCELS PART OF H 29, H 30, A 2, & N 1 COMBINED
N 1	PARK	2.0				PARCELS PART OF H 7 AND H 8 COMBINED

CITY OF LAS CRUCES
SUBDIVISION ADMINISTRATOR APPROVAL

THIS MASTER PLAN HAS BEEN APPROVED BY THE SUBDIVISION ADMINISTRATOR OF THE CITY OF LAS CRUCES. ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE MASTER PLAN HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR THE APPROVAL OF THIS PLAN.

SUBDIVISION ADMINISTRATOR _____ DATE _____

0 150' 300'
SCALE: 1" = 300'

Rev #	Date	Description	By	Chk'd
#1	01-07-25	REVIEW #1 COMMENTS ADDREESS	TB	MJ
#2	03-20-25	REVIEW #2 COMMENTS ADDREESS	TB	MJ
#3	03-27-25	REVIEW #3 COMMENTS ADDREESS	TB	MJ

SOUDER, MILLER & ASSOCIATES
3500 Sedona Hills Parkway
Las Cruces, NM 88011
Phone (575) 647-0799 Toll Free (800) 647-0799
SMA Engineering Environmental Surveying

SONOMA RANCH EAST II, MASTER PLAN MAJOR AMENDMENT #5

SIERRA NORTE DEVELOPMENT, INC. LAS CRUCES, NEW MEXICO

PAUL J. MILLER NEW MEXICO 14269 REGISTERED PROFESSIONAL ENGINEER
03-27-2025

THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED

Designed	Drawn	Checked
PJP	TB	PJP

Date: MARCH 2025
Scale: As Shown
Project No: 9330882
Sheet: SHEET 1

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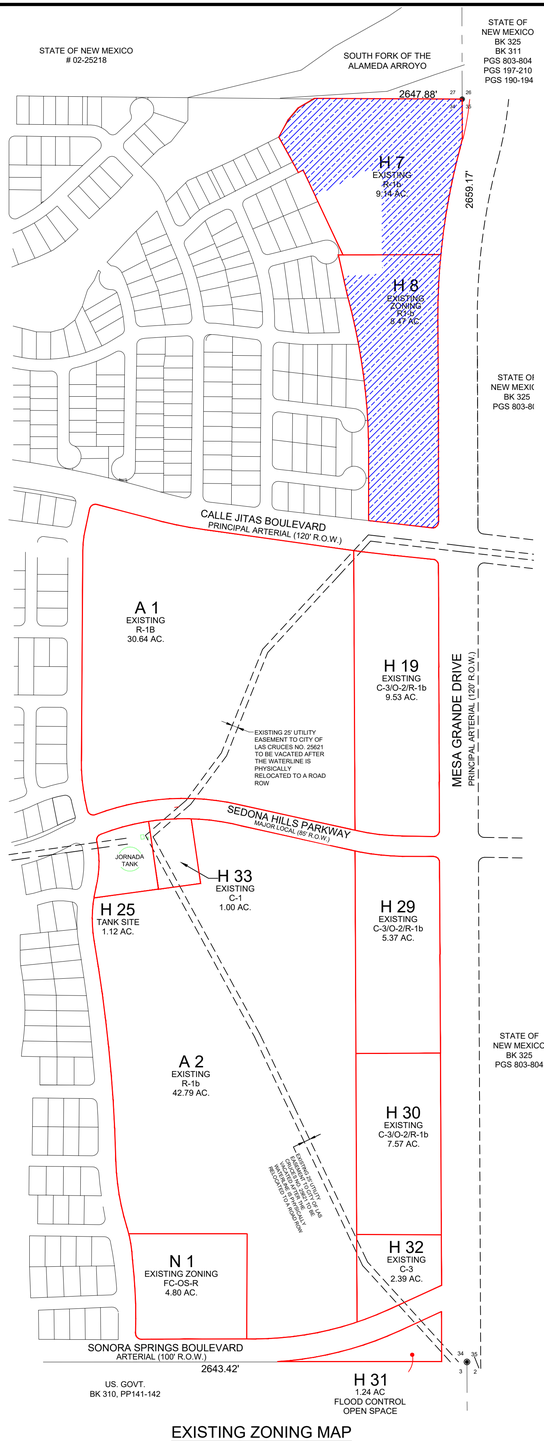
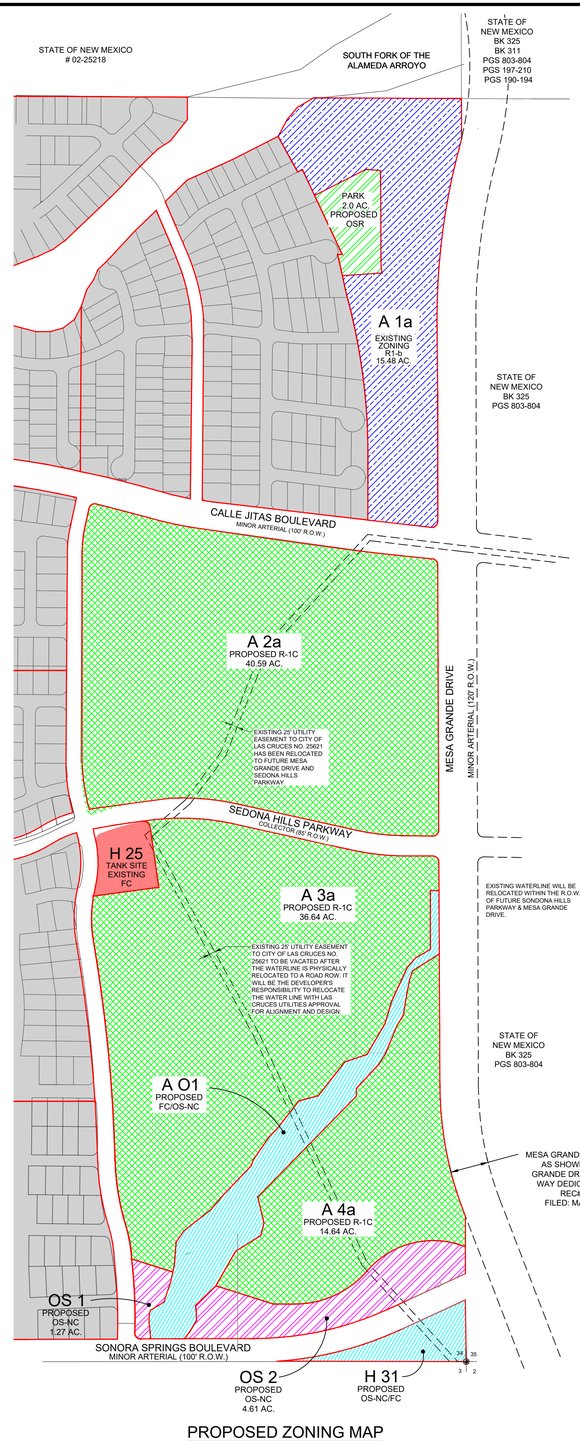




ATTACHMENT "D" - Proposed Zone Change Map

SONOMA RANCH EAST II, ZONING AMENDMENT

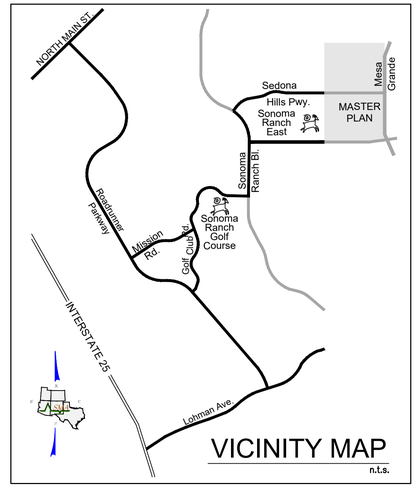
LOCATED IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 2 EAST
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
MARCH 2025
122.46 AC. ±

ZONE MAP LEDGEND

- NO ZONING CHANGE
- EXISTING ZONING - R-1B
  PROPOSED ZONING - R-IB
- EXISTING ZONING - R-1B
  PROPOSED ZONING - R-IC
- PROPOSED ZONING - OS-NC
  (OPEN SPACE/NATURAL)
- PROPOSED ZONING - FC/OS-NC
  (FLOOD CONTROL, OPEN SPACE)
- PROPOSED ZONING OSR
  (OPEN SPACE RECREATION)

OWNER / DEVELOPER

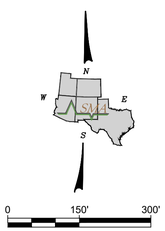
SIERRA NORTE DEVELOPMENT, INC.
359O W. PICACHO AVENUE
LAS CRUCES NEW, MEXICO
PHONE: (575) 496-7115



ZONING AREA SUMMARY

ORGINAL ZONE AREA	ORGINAL ZONE DESIGNATION	AREA	PROPOSED ZONE AREA	PROPOSED ZONE DESIGNATION	AREA
H 7/H 8	R-1b, R-1b/R-3	9.73 AC.	A 1a	R-1B *	15.48 AC.
H7/H 8	R-1b, R-1b/R-3	10.07 AC.	PARK	OS / R	2.0 AC.
A 1	R-1b, R-1b/R-3	30.64 AC.	A 2a	R-1C	40.20 VAC.
H 19	C-3 / O-2 / R-1b	9.53 AC.			
H 25	FC	1.12 AC.	H 25	FC *	1.12 AC.
H 33	C-3/R1b/R3, R1b/R3, R1b	1.16 AC.	A 3a	R-1C	36.64 AC.
H 29	C-3, R-1b, R1b/R-3, FC/OS-R	5.37 AC.	A 4a	R-1C	14.64 AC.
H 30	C-3, R-1b, R1b/R-3, R-1b, FC/OS-R	7.57 AC.	A O1	FC / OS-NC	5.19 AC.
H 32	R-1b	2.39 AC.	OS 1	OS-NC	0.76 AC.
N 1	C-3/R1b/R3, FC/OS-R, R1b	4.80 AC.	OS 2	OS-NC	4.61 AC.
A 2	R-1b	41.95 AC.			
H 31	FC/OS-R	1.08 AC.	H 31	OS-NC/FC	1.82 AC.
TOTAL		125.41 AC.		TOTAL	122.46 AC.

* NO CHANGE FROM EXISTING



Rev #	Date	Description	By	Chk'd
#1	01-07-25	REVIEW #1 COMMENTS ADDREESS	TB	MJ
#2	03-20-25	REVIEW #2 COMMENTS ADDREESS	TB	MJ
#3	03-27-25	REVIEW #3 COMMENTS ADDREESS	TB	MJ

SOUDER, MILLER & ASSOCIATES
3500 Sedona Hills Parkway
Las Cruces, NM 88011
Phone: (575) 647-0799 Toll Free (800) 647-0799
SMA Engineering Environmental Surveying

SONOMA RANCH EAST II, ZONING AMENDMENT

SIERRA NORTE DEVELOPMENT, INC. LAS CRUCES, NEW MEXICO

PAUL J. PORTER NEW MEXICO PROFESSIONAL ENGINEER 14842
03-27-2025

THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED

Designed	Drawn	Checked
PJP	TB	PJP

Date: MARCH 2025
Scale: As Shown
Project No: 9330882
Sheet: SHEET 2

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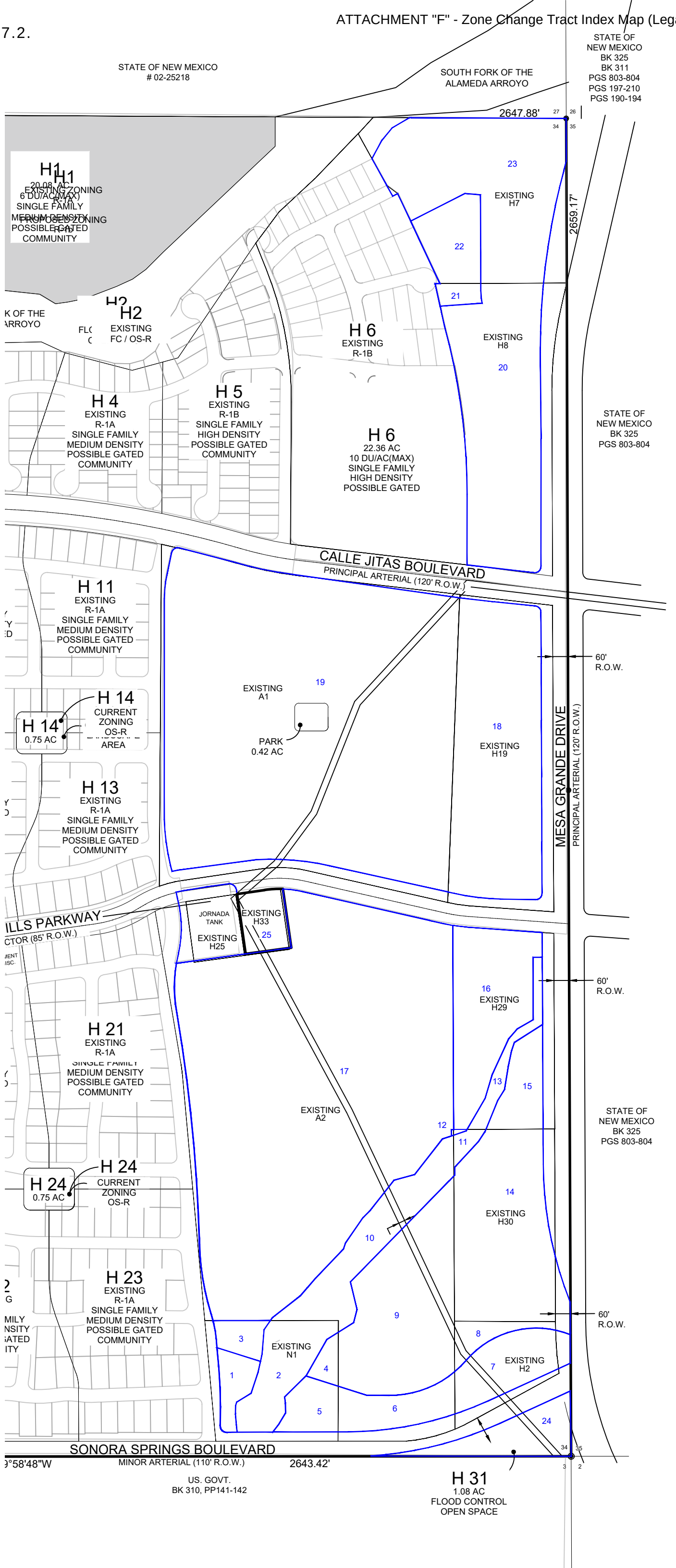
ATTACHMENT “E” – Zone Change Requests

**Please note that the Official Zoning Atlas (pre-Realize ordinance) in use for these zone change requests, reflect incorrect zones for lands associated with Tracts 1 thru 6 and the south portion of Tract 9 as listed on the index map and below. The FC/OS-R zone reflected on the atlas should coincide with the approved N-1 parcel (Amendment #4) at the NE corner of Pagosa Hills and Sonora Springs. The R-1b zone should then be shown where the Zoning Atlas currently reflects the FC/OS-R designation. This has been confirmed via ordinances 2863 and 2875. As such, the requests below will use the ordinance based zones and not what is erroneously shown on the atlas for these tracts. Ultimately, the zone change effort per these requests will clean-up the discrepancy if ultimately approved by City Council.*

- **Tract 1 (OP1)**– A zone change for 0.76 acres, from FC (Flood Control)/OS-R (Open Space – Recreation) to OS-NC (Open Space – Natural Conservation.
- **Tract 2 (Part AO1)** – A zone change for 2.1 acres, from FC (Flood Control)/OS-R (Open Space – Recreation) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 3 (Part A3a)** – A zone change for 0.59 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to R-1c (Single-Family Low Density).
- **Tract 4 (Part A4a)** – A zone change for .0.36 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to R-1c (Single-Family Low Density).
- **Tract 5 (Part OP2)** – A zone change for 0.97 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to OS-NC (Open Space – Natural Conservation).
- **Tract 6 (Part OP2)** – A zone change for 1.52 acres from R-1b (Single-Family High Density) to OS-NC (Open Space – Natural Conservation).
- **Tract 7 (Part OP2)** – A zone change for 1.95 acres from C-3 (Commercial High Intensity) to OS-NC (Open Space – Natural Conservation).
- **Tract 8 (Part A4a)** – A zone change for 0.66 acres from C-3 (Commercial High Intensity) to R-1c (Single-Family Low Density).
- **Tract 9 (Part A4a)** – A zone change for 6.23 acres from R-1b (Single-Family High Density) to R-1c (Single-Family Low Density).
- **Tract 10 (Part AO1)** – A zone change for 3.0 acres from R-1b (Single-Family High Density) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 11 (Part AO1)** – A zone change for 0.23 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, medium density) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 12 (Part A3a)** – A zone change for 0.02 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, medium density) to R-1c (Single-Family Low Density).
- **Tract 13 (Part AO1)** – A zone change for 0.76 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density)/C-3 (Commercial High Intensity) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 14 (Part A4a)** – A zone change for 6.34 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, medium density) to R-1c (Single-Family Low Density).

- **Tract 15 (Part A4a)** – A zone change for 1.36 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density)/C-3 (Commercial High Intensity) to R-1c (Single-Family Low Density).
- **Tract 16 (Part A3a)** – A zone change for 4.31 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density)/C-3 (Commercial High Intensity) to R-1c (Single-Family Low Density).
- **Tract 17 (Part A3a)** – A zone change for 30.99 acres from R-1b (Single-Family High Density) to R-1c (Single-Family Low Density).
- **Tract 18 (Part A2a)** – A zone change for 9.32 acres from R-1b (Single-Family High Density/R-3 (Multi-Dwelling, Medium Density) to R-1c (Single-Family Low Density).
- **Tract 19 (Part A2a)** – A zone change for 30.69 acres from R-1b (Single-Family High Density to R-1c (Single-Family Low Density).
- **Tract 20 (Part A1a)** – A zone change for 8.10 acres from R-1b (Single-Family High Density/R-3 (Multi-Dwelling, Medium Density) to R-1b (Single-Family High Density).
- **Tract 21 (Part N1)** – A zone change for 0.33 acres from R-1b (Single-Family High Density/R-3 (Multi-Dwelling, Medium Density) to OS-R (Open Space – Recreation).
- **Tract 22 (Part N1)** – A zone change for 1.65 acres from R-1b (Single-Family High Density) to OS-R (Open Space – Recreation).
- **Tract 23 (Part A1a)** – A zone change for 7.4 acres from R-1b (Single-Family High Density) to R-1b (Single-Family High Density).
- **Tract 24 (H31)** – A zone change for 1.82 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).

ATTACHMENT "F" - Zone Change Tract Index Map (Legal Descriptions)



AREA 1

0.76 AC.

From the POINT OF BEGINNING; Thence, S 18° 30' 55.74" W for a distance of 85.15 feet to a point on a line.

Thence, S 58° 51' 39.27" W for a distance of 71.13 feet to a point on a line.

Thence, S 01° 09' 19.05" W for a distance of 44.97 feet to a point on a line.

Thence, S 05° 14' 13.53" E for a distance of 42.43 feet to a point on a line.

Thence, S 04° 57' 21.89" E for a distance of 29.59 feet to a point on a line.

Thence, S 89° 20' 52.30" W for a distance of 40.70 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 91° 15' 51.41", having a radius of 25.00 feet, and whose long chord bears N 45° 39' 07.70" W for a distance of 35.74 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 08° 29' 11.86", having a radius of 2098.16 feet, and whose long chord bears N 02° 25' 54.01" W for a distance of 310.49 feet to a point of intersection with a non-tangential line.

Thence, S 72° 20' 06.48" E for a distance of 180.82 feet to a point on a line.

thence S 12° 54' 50.09" W a distance of 46.82 feet to the POINT OF BEGINNING

AREA 2

2.10 AC.

From the POINT OF BEGINNING; Thence, N 12° 44' 09.49" E for a distance of 28.26 feet to a point on a line.

Thence, N 04° 38' 12.38" E for a distance of 98.93 feet to a point on a line.

Thence, N 34° 46' 45.30" E for a distance of 43.72 feet to a point on a line.

Thence, N 90° 00' 00.00" E for a distance of 269.49 feet to a point on a line.

Thence, S 00° 14' 11.68" W for a distance of 46.42 feet to a point on a line.

Thence, S 58° 08' 22.49" W for a distance of 53.40 feet to a point on a line.

Thence, S 29° 47' 55.76" W for a distance of 166.92 feet to a point on a line.

Thence, S 45° 45' 03.59" W for a distance of 118.51 feet to a point on a line.

Thence, S 06° 59' 52.08" E for a distance of 24.49 feet to a point on a line.

Thence, S 00° 56' 51.79" E for a distance of 39.87 feet to a point on a line.

Thence, S 31° 20' 33.99" W for a distance of 54.40 feet to a point on a line.

Thence, S 37° 25' 16.39" W for a distance of 36.25 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 00° 01' 28.08", having a radius of 331227.63 feet, and whose long chord bears S 89° 50' 50.33" W for a distance of 141.45 feet to a point of intersection with a non-tangential line.

Thence, N 04° 57' 21.89" W for a distance of 29.59 feet to a point on a line.

Thence, N 05° 14' 13.53" W for a distance of 42.43 feet to a point on a line.

Thence, N 01° 09' 19.05" E for a distance of 44.97 feet to a point on a line.

Thence, N 58° 51' 39.27" E for a distance of 71.13 feet to a point on a line.

Thence, N 18° 30' 55.74" E for a distance of 85.15 feet to a point on a line.

thence N 12° 54' 50.09" E a distance of 46.82 feet to the POINT OF BEGINNING

AREA 3

0.59 ac.

From the POINT OF BEGINNING; Said curve turning to the left through an angle of 12° 21' 50.23", having a radius of 502.86 feet, and whose long chord bears N 08° 08' 33.41" W for a distance of 108.30 feet to a point of intersection with a non-tangential line.

Thence, N 90° 00' 00.00" E for a distance of 226.80 feet to a point on a line.

Thence, S 34° 46' 45.30" W for a distance of 43.72 feet to a point on a line.

Thence, S 04° 38' 12.38" W for a distance of 98.93 feet to a point on a line.

Thence, S 12° 44' 09.49" W for a distance of 28.26 feet to a point on a line.

thence N 72° 20' 06.48" W a distance of 180.82 feet to the POINT OF BEGINNING

AREA 4

0.36 ac.

From the POINT OF BEGINNING; Thence, S 00° 14' 11.68" W for a distance of 213.62 feet to a point on a line.

Thence, N 72° 20' 06.48" W for a distance of 133.73 feet to a point on a line.

Thence, N 29° 47' 55.76" E for a distance of 166.92 feet to a point on a line.

thence N 58° 08' 22.49" E a distance of 53.40 feet to the POINT OF BEGINNING

AREA 5

0.97 ac.

From the POINT OF BEGINNING; Thence, S 00° 14' 11.68" W for a distance of 180.93 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 00° 15' 59.13", having a radius of 55538.37 feet, and whose long chord bears S 89° 51' 58.08" W for a distance of 258.25 feet to a point of intersection with a non-tangential line.

Thence, N 37° 25' 16.39" E for a distance of 36.25 feet to a point on a line.

Thence, N 31° 20' 33.99" E for a distance of 54.40 feet to a point on a line.

Thence, N 00° 56' 51.79" W for a distance of 39.87 feet to a point on a line.

Thence, N 06° 59' 52.08" W for a distance of 24.49 feet to a point on a line.

Thence, N 45° 45' 03.59" E for a distance of 118.51 feet to a point on a line.

thence S 72° 20' 06.48" E a distance of 133.73 feet to the POINT OF BEGINNING

AREA 6

1.52 ac.

From the POINT OF BEGINNING; Thence, S 00° 14' 21.64" E for a distance of 167.52 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 18° 15' 22.31", having a radius of 1350.03 feet, and whose long chord bears S 80° 32' 27.38" W for a distance of 428.34 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 00° 02' 27.49", having a radius of 55538.37 feet, and whose long chord bears S 89° 42' 44.76" W for a distance of 39.71 feet to a point of intersection with a non-tangential line.

Thence, N 00° 14' 11.68" E for a distance of 180.93 feet to a point on a line.

Thence, S 72° 20' 06.48" E for a distance of 118.08 feet to a point on a line.

Thence, S 89° 40' 56.97" E for a distance of 89.03 feet to the beginning of a curve,

Said curve turning to the left through 40° 18' 04.77", having a radius of 400.00 feet, and whose long chord bears N 70° 10' 00.65" E for a distance of 275.59 feet to the POINT OF BEGINNING

Area 7

1.95 ac.

From the POINT OF BEGINNING; Said curve turning to the left through an angle of 05° 59' 43.40", having a radius of 1460.00 feet, and whose long chord bears S 04° 25' 16.40" E for a distance of 152.70 feet to a point of intersection with a non-tangential line.

Thence, S 65° 23' 22.15" W for a distance of 306.30 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 06° 02' 18.46", having a radius of 1350.03 feet, and whose long chord bears S 68° 23' 36.99" W for a distance of 142.22 feet to a point of intersection with a non-tangential line.

Thence, N 00° 14' 21.64" W for a distance of 167.52 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 09° 19' 41.99", having a radius of 400.00 feet, and whose long chord bears N 45° 21' 07.27" E for a distance of 65.05 feet to the beginning of a non-tangential curve.

Said curve turning to the right through 61° 24' 56.12", having a radius of 365.05 feet, and whose long chord bears N 71° 23' 44.34" E for a distance of 372.83 feet to the POINT OF BEGINNING

Area 8

0.66 ac.

From the POINT OF BEGINNING; Said curve turning to the left through 01° 17' 26.07", having a radius of 1485.12 feet, and whose long chord bears S 00° 46' 24.37" E for a distance of 33.45 feet to the beginning of a non-tangential curve.

Said curve turning to the left through 61° 24' 56.12", having a radius of 365.05 feet, and whose long chord bears S 71° 23' 44.34" W for a distance of 372.83 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 09° 19' 41.99", having a radius of 400.00 feet, and whose long chord bears S 45° 21' 07.27" W for a distance of 65.05 feet to a point of intersection with a non-tangential line.

Thence, N 00° 14' 21.64" W for a distance of 200.13 feet to a point on a line.

thence S 89° 42' 36.17" E a distance of 400.02 feet to the POINT OF BEGINNIN

Area 9

6.23 ac.

From the POINT OF BEGINNING; Thence, S 00° 14' 21.64" E for a distance of 574.04 feet to a point on a line.

Thence, S 00° 14' 21.64" E for a distance of 200.13 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 40° 18' 04.77", having a radius of 400.00 feet, and whose long chord bears S 70° 10' 00.65" W for a distance of 275.59 feet.

Thence, N 89° 40' 56.97" W for a distance of 89.03 feet to a point on a line.

Thence, N 72° 20' 06.48" W for a distance of 118.08 feet to a point on a line.

Thence, N 00° 14' 11.68" E for a distance of 213.62 feet to a point on a line.

Thence, N 58° 08' 22.49" E for a distance of 70.83 feet to a point on a line.

Thence, N 14° 24' 48.76" E for a distance of 54.29 feet to a point on a line.

Thence, N 13° 27' 09.72" W for a distance of 112.53 feet to a point on a line.

Thence, N 44° 22' 00.19" E for a distance of 559.70 feet to a point on a line.

thence N 44° 22' 00.19" E a distance of 25.47 feet to the POINT OF BEGINNING

Area 10

3.00 ac.

From the POINT OF BEGINNING; Thence, N 34° 46' 45.30" E for a distance of 14.64 feet to a point on a line.

Thence, N 52° 06' 50.95" E for a distance of 139.08 feet to a point on a line.

Thence, N 40° 47' 16.49" E for a distance of 42.59 feet to a point on a line.

Thence, N 40° 56' 02.80" E for a distance of 51.13 feet to a point on a line.

Thence, N 43° 49' 33.22" E for a distance of 158.47 feet to a point on a line.

Thence, N 18° 25' 52.19" E for a distance of 26.33 feet to a point on a line.

Thence, N 34° 41' 08.86" E for a distance of 121.52 feet to a point on a line.

Thence, N 45° 25' 49.29" E for a distance of 37.26 feet to a point on a line.

Thence, N 38° 20' 31.95" E for a distance of 155.38 feet to a point on a line.

Thence, N 74° 51' 48.20" E for a distance of 83.74 feet to a point on a line.

Thence, N 38° 08' 15.35" E for a distance of 180.00 feet to a point on a line.

Thence, N 71° 28' 09.33" E for a distance of 27.26 feet to a point on a line.

Thence, N 71° 28' 09.33" E for a distance of 18.84 feet to a point on a line.

Thence, S 00° 14' 21.64" E for a distance of 162.33 feet to a point on a line.

Thence, S 44° 22' 00.19" W for a distance of 25.47 feet to a point on a line.

Thence, S 44° 22' 00.19" W for a distance of 559.70 feet to a point on a line.

Thence, S 13° 27' 09.72" E for a distance of 112.53 feet to a point on a line.

Thence, S 14° 24' 48.76" W for a distance of 54.29 feet to a point on a line.

Thence, S 58° 08' 22.49" W for a distance of 70.83 feet to a point on a line.

Thence, N 00° 14' 11.68" E for a distance of 46.42 feet to a point on a line.

thence N 90° 00' 00.00" W a distance of 269.49 feet to the POINT OF BEGINNING

Area 11

0.23 ac.

From the POINT OF BEGINNING; Thence, S 42° 56' 49.03" W for a distance of 136.75 feet to a point on a line.

Thence, S 00° 32' 18.47" W for a distance of 32.30 feet to a point on a line.

Thence, S 44° 22' 00.19" W for a distance of 5.03 feet to a point on a line.

Thence, N 00° 14' 21.64" W for a distance of 162.33 feet to a point on a line.

Thence, N 71° 28' 09.33" E for a distance of 52.07 feet to a point on a line.

Thence, N 30° 16' 56.69" E for a distance of 7.28 feet to a point on a line.

Thence, N 89° 45' 48.32" E for a distance of 74.84 feet to a point on a line.

Thence, S 22° 20' 45.40" W for a distance of 8.73 feet to a point on a line.

thence S 33° 00' 35.75" W a distance of 49.37 feet to the POINT OF BEGINNING

Area 12

0.02 ac

From the POINT OF BEGINNING; Thence, N 00° 14' 21.64" W for a distance of 22.61 feet to a point on a line.

Thence, N 89° 45' 48.32" E for a distance of 53.14 feet to a point on a line.

Thence, S 30° 16' 56.69" W for a distance of 7.28 feet to a point on a line.

thence S 71° 28' 09.33" W a distance of 52.07 feet to the POINT OF BEGINNING

Area 13

0.76 ac.

From the POINT OF BEGINNING; Thence, S 57° 38' 15.93" W for a distance of 132.53 feet to a point on a line.

Thence, S 18° 56' 11.94" W for a distance of 34.89 feet to a point on a line.

Thence, S 11° 24' 30.07" W for a distance of 59.23 feet to a point on a line.

Thence, S 09° 31' 10.26" W for a distance of 97.47 feet to a point on a line.

Thence, S 32° 02' 30.37" W for a distance of 48.63 feet to a point on a line.

Thence, S 22° 20' 45.40" W for a distance of 125.14 feet to a point on a line.

Thence, S 89° 45' 48.32" W for a distance of 74.84 feet to a point on a line.

Thence, N 30° 16' 56.69" E for a distance of 141.31 feet to a point on a line.

Thence, N 16° 45' 02.49" E for a distance of 100.45 feet to a point on a line.

Thence, N 24° 45' 28.99" E for a distance of 155.55 feet to a point on a line.

Thence, N 41° 20' 57.48" E for a distance of 51.90 feet to a point on a line.

Thence, N 60° 10' 55.32" E for a distance of 71.74 feet to a point on a line.

Thence, N 00° 00' 00.00" E for a distance of 246.86 feet to a point on a line.

Thence, N 90° 00' 00.00" E for a distance of 36.20 feet to a point on a line.

thence S 00° 16' 04.41" E a distance of 265.58 feet to the POINT OF BEGINNING

Area 14

6.34 ac.

From the POINT OF BEGINNING; Thence, N 89° 45' 48.32" E for a distance of 226.42 feet to a point on a line.

Thence, S 00° 16' 04.41" E for a distance of 140.50 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 14° 11' 29.79", having a radius of 1480.00 feet, and whose long chord bears S 07° 23' 32.19" E for a distance of 365.65 feet to a point of intersection with a non-tangential line.

Thence, S 00° 14' 21.64" E for a distance of 259.37 feet to a point on a line.

Thence, N 89° 42' 36.17" W for a distance of 400.02 feet to a point on a line.

Thence, N 00° 14' 21.64" W for a distance of 574.04 feet to a point on a line.

Thence, N 44° 22' 00.19" E for a distance of 5.03 feet to a point on a line.

Thence, N 00° 32' 18.47" E for a distance of 32.30 feet to a point on a line.

Thence, N 42° 56' 49.03" E for a distance of 136.75 feet to a point on a line.

Thence, N 33° 00' 35.75" E for a distance of 49.37 feet to a point on a line.

thence N 22° 20' 45.40" E a distance of 8.73 feet to the POINT OF BEGINNING

Area 15

1.36 ac.

From the POINT OF BEGINNING; Thence, S 00° 16' 04.41" E for a distance of 414.16 feet to a point on a line.

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Thence, N 22° 20' 45.40" E for a distance of 125.14 feet to a point on a line.

Thence, N 32° 02' 30.37" E for a distance of 48.63 feet to a point on a line.

Thence, N 09° 31' 10.26" E for a distance of 97.47 feet to a point on a line.

Thence, N 11° 24' 30.07" E for a distance of 59.23 feet to a point on a line.

Thence, N 18° 56' 11.94" E for a distance of 34.89 feet to a point on a line.

thence N 57° 38' 15.93" E a distance of 132.53 feet to the POINT OF BEGINNING

Area 16

4.31 ac.

From the POINT OF BEGINNING; Thence, N 00° 14' 21.64" W for a distance of 807.75 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 05° 05' 42.84", having a radius of 642.50 feet, and whose long chord bears S 83° 15' 56.04" E for a distance of 57.12 feet.

Thence, S 85° 48' 47.46" E for a distance of 298.21 feet to a point on a line.

Thence, S 00° 16' 04.41" E for a distance of 98.08 feet to a point on a line.

Thence, N 90° 00' 00.00" W for a distance of 36.20 feet to a point on a line.

Thence, S 00° 00' 00.00" W for a distance of 246.86 feet to a point on a line.

Thence, S 60° 10' 55.32" W for a distance of 71.74 feet to a point on a line.

Thence, S 41° 20' 57.48" W for a distance of 51.90 feet to a point on a line.

Thence, S 24° 45' 28.99" W for a distance of 155.55 feet to a point on a line.

Thence, S 16° 45' 02.49" W for a distance of 100.45 feet to a point on a line.

Thence, S 30° 16' 56.69" W for a distance of 141.31 feet to a point on a line.

thence S 89° 45' 48.32" W a distance of 53.14 feet to the POINT OF BEGINNING

Area 17

30.99 ac.

POINT OF BEGINNING; Thence, S 00° 14' 21.64" E for a distance of 808.48 feet to a point on a line.

Thence, N 90° 00' 00.00" W for a distance of 8.68 feet to a point on a line.

Thence, S 00° 00' 00.00" W for a distance of 21.09 feet to a point on a line.

Thence, N 90° 00' 00.00" E for a distance of 8.76 feet to a point on a line.

Thence, S 00° 14' 21.64" E for a distance of 0.79 feet to a point on a line.

Thence, S 71° 28' 09.33" W for a distance of 18.84 feet to a point on a line.

Thence, S 71° 28' 09.33" W for a distance of 27.26 feet to a point on a line.

Thence, S 38° 08' 15.35" W for a distance of 180.00 feet to a point on a line.

Thence, S 74° 51' 48.20" W for a distance of 83.74 feet to a point on a line.

Thence, S 38° 20' 31.95" W for a distance of 155.38 feet to a point on a line.

Thence, S 45° 25' 49.29" W for a distance of 37.26 feet to a point on a line.

Thence, S 34° 41' 08.86" W for a distance of 121.52 feet to a point on a line.

Thence, S 18° 25' 52.19" W for a distance of 26.33 feet to a point on a line.

Thence, S 43° 49' 33.22" W for a distance of 158.47 feet to a point on a line.

Thence, S 40° 56' 02.80" W for a distance of 51.13 feet to a point on a line.

Thence, S 40° 47' 16.49" W for a distance of 42.59 feet to a point on a line.

Thence, S 52° 06' 50.95" W for a distance of 139.08 feet to a point on a line.

Thence, S 34° 46' 45.30" W for a distance of 14.64 feet to a point on a line.

Thence, N 90° 00' 00.00" W for a distance of 226.80 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 00° 54' 31.64", having a radius of 1659.53 feet, and whose long chord bears N 17° 44' 50.60" W for a distance of 26.32 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 16° 18' 31.31", having a radius of 990.79 feet, and whose long chord bears N 09° 08' 19.12" W for a distance of 281.07 feet to a point of intersection with a non-tangential line.

Thence, N 02° 40' 13.80" W for a distance of 140.52 feet to the beginning of a curve,

Said curve turning to the left through 07° 04' 14.45", having a radius of 6326.50 feet, and whose long chord bears N 06° 12' 21.02" W for a distance of 780.24 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 21° 49' 45.20", having a radius of 516.38 feet, and whose long chord bears N 00° 26' 25.00" W for a distance of 195.55 feet to a point of intersection with a non-tangential line.

Thence, N 82° 15' 37.00" E for a distance of 276.60 feet to a point on a line.

Thence, N 82° 18' 37.29" E for a distance of 182.03 feet to a point on a line.

Thence, N 08° 10' 40.20" W for a distance of 234.73 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 11° 01' 45.17", having a radius of 407.50 feet, and whose long chord bears S 82° 41' 36.02" E for a distance of 78.32 feet.

Thence, S 77° 10' 43.44" E for a distance of 517.74 feet to a point on a line.

Thence, S 77° 10' 43.44" E for a distance of 54.39 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 03° 21' 54.81", having a radius of 642.50 feet, and whose long chord bears S 79° 02' 07.22" E for a distance of 37.73 feet to the POINT OF BEGINNING

Area 18

9.32 ac.

From the POINT OF BEGINNING; Thence, S 00° 13' 07.00" E for a distance of 225.23 feet to a point on a line.

Thence, S 00° 13' 07.00" E for a distance of 224.94 feet to a point on a line.

Thence, S 00° 13' 07.00" E for a distance of 255.32 feet to a point on a line.

Thence, S 00° 13' 07.00" E for a distance of 204.43 feet to the beginning of a curve,

Said curve turning to the right through an angle of 91° 10' 32.60", having a radius of 25.00 feet, and whose long chord bears S 45° 22' 09.30" W for a distance of 35.72 feet.

Thence, N 89° 02' 34.40" W for a distance of 129.78 feet to the beginning of a curve,

Said curve turning to the right through 02° 51' 46.31", having a radius of 957.50 feet, and whose long chord bears N 87° 36' 41.25" W for a distance of 47.84 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 08° 40' 59.50", having a radius of 957.50 feet, and whose long chord bears N 81° 50' 18.35" W for a distance of 144.97 feet.

Thence, N 77° 29' 48.60" W for a distance of 26.09 feet to a point on a line.

Thence, N 02° 15' 29.24" E for a distance of 1165.01 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 00° 33' 58.18", having a radius of 13973.23 feet, and whose long chord bears S 83° 36' 15.18" E for a distance of 138.07 feet to the beginning of a non-tangential curve.

Said curve turning to the left through 00° 40' 02.95", having a radius of 13973.23 feet, and whose long chord bears S 84° 13' 15.75" E for a distance of 162.79 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 84° 20' 10.22", having a radius of 25.00 feet, and whose long chord bears S 42° 23' 12.12" E for a distance of 33.57 feet.

thence S 00° 13' 07.00" E a distance of 202.94 feet to the POINT OF BEGINNING

Area 19

30.69ac.

From the POINT OF BEGINNING; Thence, N 77° 29' 48.60" W for a distance of 489.18 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 15° 41' 23.95", having a radius of 1042.70 feet, and whose long chord bears N 85° 33' 44.01" W for a distance of 284.64 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 00° 10' 18.33", having a radius of 103386.86 feet, and whose long chord bears S 82° 17' 18.85" W for a distance of 309.93 feet to a point of intersection with a non-tangential line.

Thence, S 79° 24' 46.47" W for a distance of 24.64 feet to a point on a line.

Thence, N 15° 05' 30.15" W for a distance of 23.45 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 11° 30' 47.74", having a radius of 917.96 feet, and whose long chord bears N 07° 44' 30.21" W for a distance of 184.15 feet to a point of intersection with a non-tangential line.

Thence, N 00° 03' 07.68" E for a distance of 871.05 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 12° 27' 54.03", having a radius of 470.00 feet, and whose long chord bears N 05° 56' 30.98" E for a distance of 102.05 feet.

Thence, N 12° 10' 28.00" E for a distance of 85.86 feet to the beginning of a curve,

Said curve turning to the right through 69° 46' 24.12", having a radius of 25.00 feet, and whose long chord bears N 47° 03' 40.06" E for a distance of 28.60 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 01° 15' 49.06", having a radius of 3939.52 feet, and whose long chord bears S 76° 37' 53.86" E for a distance of 86.88 feet to a point of intersection with a non-tangential line.

Thence, S 75° 21' 44.95" E for a distance of 87.64 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 01° 01' 14.99", having a radius of 3939.52 feet, and whose long chord bears S 74° 12' 53.07" E for a distance of 70.19 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 08° 50' 12.58", having a radius of 1460.00 feet, and whose long chord bears S 78° 07' 21.86" E for a distance of 224.96 feet to a point of intersection with a non-tangential line.

Thence, S 07° 05' 02.89" W for a distance of 0.13 feet to a point on a line.

Thence, S 83° 19' 06.79" E for a distance of 107.17 feet to a point on a line.

Thence, S 81° 57' 17.39" E for a distance of 561.23 feet to a point on a line.

thence S 02° 15' 29.24" W a distance of 1165.01 feet to the POINT OF BEGINNING

Area 20

8.10 ac.

From the POINT OF BEGINNING; Said curve turning to the left through an angle of 05° 42' 33.56", having a radius of 2768.61 feet, and whose long chord bears S 02° 39' 48.62" W for a distance of 275.77 feet to a point of intersection with a non-tangential line.

Thence, S 00° 29' 55.06" E for a distance of 340.58 feet to a point on a line.

Thence, S 00° 01' 41.06" W for a distance of 505.30 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 96° 40' 53.21", having a radius of 25.00 feet, and whose long chord bears S 48° 20' 26.60" W for a distance of 37.36 feet.

Thence, N 83° 19' 06.79" W for a distance of 266.73 feet to a point on a line.

Thence, N 00° 03' 02.16" E for a distance of 279.60 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 11° 44' 52.62", having a radius of 2500.00 feet, and whose long chord bears N 05° 29' 33.38" W for a distance of 511.70 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 03° 39' 41.08", having a radius of 2500.00 feet, and whose long chord bears N 13° 32' 05.54" W for a distance of 159.73 feet to a point of intersection with a non-tangential line.

Thence, N 12° 26' 58.08" W for a distance of 82.38 feet to a point on a line.

Thence, N 86° 07' 31.17" E for a distance of 163.86 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 09° 22' 47.34", having a radius of 301.64 feet, and whose long chord bears N 05° 40' 54.01" W for a distance of 49.33 feet to a point of intersection with a non-tangential line.

Thence, N 00° 11' 28.95" W for a distance of 29.46 feet to a point on a line.

From the POINT OF BEGINNING; Thence, S 00° 11' 28.95" E for a distance of 350.40 feet to a point on a line.
Thence, S 89° 48' 31.05" W for a distance of 159.21 feet to a point on a line.
Thence, N 25° 04' 50.44" W for a distance of 274.41 feet to a point on a line.
Thence, N 63° 08' 55.40" E for a distance of 239.37 feet to a point on a line.
thence S 84° 37' 34.43" E a distance of 61.07 feet to the POINT OF BEGINNING;
From the POINT OF BEGINNING; Said curve turning to the right through 01° 31' 21.99", having a radius of 1296.39 feet, and whose long chord bears S 14° 10' 44.83" W for a distance of 34.45 feet to the beginning of a non-tangential curve.
Said curve turning to the left through 03° 00' 02.28", having a radius of 2768.61 feet, and whose long chord bears S 13° 26' 24.68" W for a distance of 144.98 feet to the beginning of a non-tangential curve.
Said curve turning to the left through an angle of 06° 25' 18.15", having a radius of 2768.61 feet, and whose long chord bears S 08° 43' 44.47" W for a distance of 310.14 feet to a point of intersection with a non-tangential line.
Thence, S 89° 48' 31.05" W for a distance of 248.30 feet to a point on a line.
Thence, N 00° 11' 28.95" W for a distance of 350.40 feet to a point on a line.
Thence, N 84° 37' 34.43" W for a distance of 61.07 feet to a point on a line.
Thence, S 63° 08' 55.40" W for a distance of 239.37 feet to a point on a line.
Thence, N 25° 04' 50.44" W for a distance of 120.00 feet to a point on a line.
Thence, S 63° 05' 46.40" W for a distance of 25.30 feet to a point on a line.
Thence, N 25° 43' 30.79" W for a distance of 48.65 feet to a point on a line.
Thence, N 28° 49' 19.24" W for a distance of 123.19 feet to a point on a line.
Thence, N 28° 36' 41.14" E for a distance of 80.01 feet to a point on a line.
Thence, N 40° 05' 52.68" E for a distance of 64.30 feet to a point on a line.
Thence, N 59° 39' 28.07" E for a distance of 78.78 feet to a point on a line.
Thence, S 89° 41' 49.89" E for a distance of 619.57 feet to a point on a line.
thence S 00° 06' 19.88" W a distance of 171.16 feet to the POINT OF BEGINNING;thence N 89° 48' 31.05" E a distance of 248.30 feet to the POINT OF BEGINNING

Area 21

0.33 ac.

From the POINT OF BEGINNING; Thence, N 12° 26' 58.08" W for a distance of 91.16 feet to a point on a line.

Thence, N 89° 46' 41.97" E for a distance of 18.95 feet to a point on a line.

Thence, N 89° 48' 31.05" E for a distance of 159.21 feet to a point on a line.

Thence, S 00° 11' 28.95" E for a distance of 29.46 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 09° 22' 47.34", having a radius of 301.64 feet, and whose long chord bears S 05° 40' 54.01" E for a distance of 49.33 feet to a point of intersection with a non-tangential line.

thence S 86° 07' 31.17" W a distance of 163.86 feet to the POINT OF BEGINNING

AREA 22

1.65 ac.

From the POINT OF BEGINNING; Thence, S 00° 11' 28.95" E for a distance of 350.40 feet to a point on a line.

Thence, S 89° 48' 31.05" W for a distance of 159.21 feet to a point on a line.

Thence, N 25° 04' 50.44" W for a distance of 274.41 feet to a point on a line.

Thence, N 63° 08' 55.40" E for a distance of 239.37 feet to a point on a line.

thence S 84° 37' 34.43" E a distance of 61.07 feet to the POINT OF BEGINNING

Area 23

7.4 ac.

From the POINT OF BEGINNING; Said curve turning to the right through 01° 31' 21.99", having a radius of 1296.39 feet, and whose long chord bears S 14° 10' 44.83" W for a distance of 34.45 feet to the beginning of a non-tangential curve.

Said curve turning to the left through 03° 00' 02.28", having a radius of 2768.61 feet, and whose long chord bears S 13° 26' 24.68" W for a distance of 144.98 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 06° 25' 18.15", having a radius of 2768.61 feet, and whose long chord bears S 08° 43' 44.47" W for a distance of 310.14 feet to a point of intersection with a non-tangential line.

Thence, S 89° 48' 31.05" W for a distance of 248.30 feet to a point on a line.

Thence, N 00° 11' 28.95" W for a distance of 350.40 feet to a point on a line.

Thence, N 84° 37' 34.43" W for a distance of 61.07 feet to a point on a line.

Thence, S 63° 08' 55.40" W for a distance of 239.37 feet to a point on a line.

Thence, N 25° 04' 50.44" W for a distance of 120.00 feet to a point on a line.

Thence, S 63° 05' 46.40" W for a distance of 25.30 feet to a point on a line.

Thence, N 25° 43' 30.79" W for a distance of 48.65 feet to a point on a line.

Thence, N 28° 49' 19.24" W for a distance of 123.19 feet to a point on a line.

Thence, N 28° 36' 41.14" E for a distance of 80.01 feet to a point on a line.

Thence, N 40° 05' 52.68" E for a distance of 64.30 feet to a point on a line.

Thence, N 59° 39' 28.07" E for a distance of 78.78 feet to a point on a line.

Thence, S 89° 41' 49.89" E for a distance of 619.57 feet to a point on a line.

thence S 00° 06' 19.88" W a distance of 171.16 feet to the POINT OF BEGINNING

Area 24

1.82 ac

POINT OF BEGINNING; Thence, N 89° 54' 10.31" W for a distance of 793.85 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 20° 55' 24.36", having a radius of 1449.97 feet, and whose long chord bears N 75° 50' 11.85" E for a distance of 526.57 feet to a point of intersection with a non-tangential line.

Thence, N 65° 23' 22.15" E for a distance of 307.47 feet to a point on a line.

thence S 00° 49' 55.11" E a distance of 258.26 feet to the POINT OF BEGINNING

Area 25

1.00ac.

POINT OF BEGINNING: Thence, N 08° 12' 04.22" W for a distance of 239.02 feet to a point on a line.

Thence, N 81° 39' 28.16" E for a distance of 110.39 feet to the beginning of a curve,

Said curve turning to the right through an angle of 10° 08' 08.78", having a radius of 407.50 feet, and whose long chord bears N 86° 43' 27.00" E for a distance of 71.99 feet to a point of intersection with a non-tangential line.

Thence, S 08° 10' 40.20" E for a distance of 234.73 feet to a point on a line.

Thence, S 84° 37' 12.40" W for a distance of 3.86 feet to a point on a line.

thence S 82° 15' 37.00" W a distance of 178.17 feet to the<b> POINT OF BEGINNING

Souder, Miller & Associates ♦ 3500 Sedona Hills Parkway ♦ Las Cruces, NM 88011
(575) 647-0799 ♦ (800) 647-0799 ♦ fax (575) 647-0680

March 26, 2025 #P9330882

Mr. Vince Banagas
City of Las Cruces Planning Department
P. O. Box 20000
Las Cruces, New Mexico 88011

RE: **Sonoma Ranch East II Master Plan Amendment # 5 – Zone Change Justification Letter**
Sierra Norte Holdings, Las Cruces, New Mexico

Dear Mr. Banagas;

On behalf of Sierra Norte Holdings, submitted herewith is the City of Las Cruces Development Master Plan Amendment #5 response to the City of Las Cruces suggested zoning and land uses.

The recently adopted zoning map in Realize Las Cruces identifies a significant Town Center designation, along with other commercial zoning opportunities, near the intersection of Mesa Grande Drive and Highway 70. Additionally, nearby intersections—Mesa Grande Drive at Northrise Drive (in close proximity to the high school), Sonoma Springs Avenue (adjacent to the sports complex), and Lohman Avenue (a key commercial corridor)—are better suited and more strategically located for future commercial and multi-family development within this corridor.

Given the concentration of commercial zoning in more viable and strategically located areas nearby, we believe that retaining the current commercial designation on these parcels would lead to an oversupply of commercially zoned land and increase the likelihood of long-term vacancy or blight.

For these reasons, we respectfully request the rezoning of these smaller commercial areas to residential, to better reflect the highest and best use of the land for current development.

Should you have any questions or require any further information, please do not hesitate to contact me.

Sincerely,

MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES

Paul Pompeo, P.E.
Civil Technical Sector Director
paul.pompeo@soudermiller.com

Amendment "I" – Elevate LC Comprehensive Plan Goals, Policies, and Actions

The following goals, policies, and actions from Elevate Las Cruces are relevant to the proposed Zone Change:

Community Environment:

- Goal CE-1: Balanced Growth – Encourage efficient land use development patterns that accommodate projected growth in a sustainable manner.
- Goal CE-3: Centers and Corridors – Support community growth through concentrated development at activity centers and along key corridors.
    - Policy CE 3.1 – Promote the Development of mixed-use centers to support surrounding neighborhoods and seve as focal points for community life.
        - Action CE-3.1.3 – Distribute neighborhood centers throughout urban and suburban neighborhood place types at or near the intersection of two (2) major thoroughfares or at locations where a multi-use trail corridor intersects with a major thoroughfare.
        - Action CE-3.1.5 – Apply urban street design standards that promote circulation and connectivity to thoroughfare segments extending roughly ¼ mile from the central point of projected neighborhood and town centers.
        - Action CE-3.1.6 – Apply town center and neighborhood center zoning designations to eligible property through zoning map amendments in conjunction with the land development process.
- Goal CE-4: Complete Neighborhoods – Develop mixed-use Neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses.
    - Policy CE 4.1 – Encourage a variety of housing types into new and redeveloping neighborhoods to provide options for all ages and incomes throughout the city.
        - Action CE 4.1.1 – Promote a diversity of residential building types, lot sizes, density ranges, and architectural styles in new neighborhoods.
        - Action CE 4.1.2 – Promote transitions between residential development types at intersecting streets and alleys.
        - Action CE 4.1.3 – Encourage single-family attached and multi-family housing options in transitional areas between single-family detached housing and neighborhood centers, corner commercial sites, and civic spaces.
        - Action CE 4.1.4 – Promote mixed use buildings located in downtown, town centers, neighborhood centers, and mixed-use corridors.

        - Policy CE 4.2 – Incorporate employment and shopping nodes into new and redeveloping neighborhoods to provide residents with convenient access to services.
            - Action CE 4.2.2 – Augment the development of neighborhood centers with small-scale retail or office establishments and healthy food access at intervening intersections of major thoroughfares or multi-use trails.
        - Policy CE-4.3 – Develop street networks that provide connectivity within and between residential areas and supporting centers of activity.
        - Policy CE-$.4 – Integrate parks, schools, and other civic space into neighborhoods.
    - Goal CE-5: Building and Site Design – Establish standards to integrate new development with surrounding built and natural features while mitigating long-term natural resources and climate impacts.
        - Policy CE-5.1 – Promote building form and scale that complements surrounding neighborhoods and creates strong linkages between the development site, the street, and other public grounds.
    - Goal CE-13: Natural Features and Habitat
        - Policy CE-13.1 – Protect waterways and natural drainage corridors from development encroachment.

Community Prosperity:

- Goal CP-7: Attainable Housing – Provide affordable, clean, and safe housing options for all residents regardless of income.
- Goal CP-9: Housing Diversity – Provide a diverse range of housing options to accommodate residents at all stages in life.
    - Policy CP-9.2 – Promote denser housing options in the urban neighborhood, downtown, town centers, neighborhood centers, and mixed-use corridors identified in the future development map.

Community Livability:

- Goal CL-2: Neighborhood Conservation - Strengthen neighborhood condition through improvements to the built-environment.
    - Policy CL-2.2 – Encourage redevelopment of vacant properties within neighborhoods.
- Goal CL-3: Accessible Parkland – Provide convenient access to a variety of park and open space lands.

CITY OF LAS CRUCES

DEVELOPMENT REVIEW COMMITTEE (DRC)

Following are the minutes from the City of Las Cruces Development Review Committee Meeting held Wednesday, April 16, 2025, at 9:00 a.m. in Room 1158.

DRC PRESENT:
David Weir, Deputy Director Community Planning
Rocio Nasir, Senior Engineer, Utilities
Cathy Mathews, Landscape Architect, Parks & Rec.
Tony Trevino, Deputy Director, Public Works
Mike Kinney, Plan Review Engineer, Com. Dev.
Kyle Metzgar, MPO
Michael Danner, Fire Investigator LCFD
Steven Bingham, Director, Parks & Rec

STAFF PRESENT:
Adam Ochoa, Senior Planner
John Castillo, Planner, Community Development
Vincent Banegas, Interim Planner
David Sedillo, Public Works

OTHER PRESENT:
Steve Peale
Michael Huerta, Moy Surveying
Anton Magallanez, Moy Surveying
John Moscato, Sierra Norte Development
Paul Pompeo, Souder Miller

1. CALL TO ORDER (9:00 a.m.)

Weir: Okay. Good morning again. We'll go ahead and start the DRC meeting of April 16th.

2. APPROVAL OF MINUTES -

2.1 April 2, 2025

Weir: The first item on the agenda is approval of minutes. We have minutes from April 2, 2025. If folks have had a chance to review those, if they have any amendments or changes they'd like to make. Not seeing any. Do I have a recommendation to approve?

Nasir: So moved

Weir: And then do I have a second?

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Metzgar: Second.

Weir: Okay. We have a motion and a second. All those in favor say “aye”

MOTION PASSES UNANIMOUSLY.

Weir: All those opposed. Okay, minutes approved by acclamation.

3. NEW BUSINESS

3.1 Case No. 25CS0500004: Payan Subdivision No. 1

- A request for approval of a non-administrative replat, known as Payan Subdivision No. 1.
- The proposed subdivision currently encompasses approximately 0.45 acres, is zoned NH-3S (Neighborhood-3 Suburban) and located at 6090 Payan Road.
- The subdivision proposes to subdivide one (1) existing residential lot into four (4) new lots that are approximately 0.109 acres in size.
- Submitted by Borderland Engineers and Surveyors LLC, Representative.

Weir: That’ll move us down to new business. The first case is 3.1, Payan Subdivision No. 1. Is the applicant here?

Peale: Yes, sir, Steve Peale for Borderland Surveyors.

Weir: Okay. Community Development, do you have a presentation or overview of what's being requested?

Ochoa: Yes sir. Before you have, and on the screen here is Payan Subdivision No. 1. It's a request for approval of non-administrative replat, which encompasses approximately about 0.45 acres in size and is zoned NH-3S under Realize Las Cruces. And is located at 1690 Payan Road. This subdivision was submitted at the time that Realize was in effect, so basically these lots now follow what Realize allows. So this is one of the, well basically the first subdivision we have that's following Realize, so thank you Steve. That’s pretty awesome.

Peale: You're more than welcome.

Ochoa: So the subdivision proposes to subdivide the existing about 0.45 acre lot into four new residential lots that all encompass approximately 1.09 acres in size. And this was submitted by Borderline Engineers and Surveyors. This did go through a couple reviews. First reviews were just your standard existing zoning of REM, but under Realize, they decided to go under Realize and now follow these standards. So that review went as well and all

reviewing parties did recommend approval for the proposed replat. And there are no outstanding comments on this.

Weir: Mr. Peale. Do you have anything you'd like to add?

Peale: No.

Weir: Okay. Departments, any comments?

Nasir: It is on the plat that the subdivider or the developer will be responsible to extend service lines on this because it was subdivided to a smaller portion and this street is already developed. It had already the service lines for the amount of lots that were there before, but now it's going to be for I think two more or one more, I don't remember which one it is.

Weir: And so is there capacity for that or it’s just something that will come with the building?

Nasir: No, it will be the capacity. We did that review. I just wanted to note it and that is also on the plat.

Weir: Okay. So there's no need for condition or anything?

Nasir: No, nothing. I just wanted to note it on the minutes. That's it.

Weir: Okay. Public Works here, okay for the plat. Community Development, Adam. Fire Department?

Danner: No, we’re good.

Weir: Okay. Parks and Rec.

Mathews: I'll defer to my director since I don't know Realize all that well.

Weir: Okay. I assume it would be the impact fees. MPO, anything?

Metzgar: Nothing.

Weir: Okay. Well, if that's the case, CD recommended approval or recommendation of approval from the DRC. Do I have a motion to that effect?

Trevino: I'd like to make a motion to approve.

Weir: Okay. Do I have a second?

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Nasir: Second.

Weir: So I'll just go by the departments. Public Works.

Trevino: Yes.

Weir: Community Development. Yes. Utilities.

Nasir: Yes.

Weir: Fire Department.

Danner Yes.

Weir: And Parks and Rec.

Mathews: Aye.

Weir: Okay. So case one is recommendation of approval that will be going to the P&Z next month, Adam.

Ochoa: That will be correct in the May Planning and Zoning Commission meeting.

Weir: Okay.

3.2 Case No. 24CS0500131: Sonoma Ranch East II Master Plan Amendment #5

- A request for approval of a Major Amendment, known as Sonoma Ranch East II Master Plan Amendment #5.
- The master plan boundary involves approximately 143 acres and is currently vacant (except for CLC water tank) and zoned with split R-1b/R-3 (Single-Family High Density/Multi-Dwelling Medium Density), C-3/R-1b/R-3 (Commercial High Intensity/Single-Family High Density/Multi-Dwelling Medium Density), and FC/OS-R (Flood Control/Open Space-Recreational) zoning in addition to straight C-3 (Commercial High Intensity), C-1 (Commercial Low Intensity), R-1b (Single-Family Medium Density), and FC (Flood control) zoning.
- Key amendments proposed include the reconfiguration of planning parcels, elimination of all commercial uses, and the reduction of residential land use densities. Other changes involve the relocation of park land, delineation of arroyo boundaries, and an increase in acreage of open space and its' redesignation to natural/conservation.
- Submitted by Souder Miller and Associates on behalf of Sierra Norte Development Inc.

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Weir: Okay, the second item is case 3.2, Sonoma Ranch East Master Plan, Amendment #5. Are there representatives for the applicant?

PMP Yes. Paul Pompeo with Souder Miller Associates and the developer is present as well.

Weir: Okay. CD, do you have an overview or a presentation and recommendation?

Banegas: I do, Mr. Chairman. Sonoma Ranch East II Master Plan Amendment #5 is shown up on the screen there. It seeks to develop roughly 143 acres of the original 322 acres that constituted the original boundary. The areas that you see in gray, shaded in gray, are developed. The areas that are not shaded are those subject to amendment number five.

The master plan itself, pursuant to the information on the master plan information, seeks to develop in a phased approach from north to south. So your areas for instance, A1A and N1, those would be in your phase 1, A2A in the middle, phase 2, etc. And then further south, phase 3. They will, if necessary, come back and modify some of the phasing or sub-phasing in order to accommodate the development that they seek. Some of the issues that have been addressed throughout the review process is land use-related, elimination of commercial use and zoning. There is an associated zoning element that will be combined with this when it goes forward. And there is a reduction, ultimate reduction, in housing unit or potential for housing unit development.

All of the reviewing parties have approved the master plan amendment. And even though there are some issues that planning sees with it, those are likely to be hammered out at the time of Planning and Zoning Commission consideration. So staff would recommend approval, given the fact that we need to move it forward.

Weir: Mr. Banegas. So this is just the master plan, the rezoning would be a separate application?

Banegas: That's correct.

Weir: Separate from this. Okay. Mr. Pompeo, anything you'd like to add?

Pompeo: Thank you, Mr. Chair. Just a couple of key points on this. One is that the City undertook the creation of a FEMA-designated flood zone on this property in conjunction with the major arroyo to the south. So that area has been included in this and taken out and included as a flood tract. Also on the original master plan there was a park tract that was located at the bottom, the lower left-hand corner of this property, which is now in a flood

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zone. So that's been removed and relocated up into what's going to be known as phase 10B, which is on the upper portion of the screen. And then because of the topography, we've created additional open space on the southern edge of the property adjacent to a major arroyo. Then with that we are removing some of the commercial elements, and the goal is to develop the remainder of the property with an estate lot-type product that's about one acre minimum lot size. So that's kind of a synopsis of what has facilitated this change to the master plan.

Weir: Okay. I'll just go through the departments and see if there's any comments that they may have. Public Works. Is there anything you'd like to add or comment on this proposal?

Trevino: No, we have no comments at this time. Just based on those drainage tracts that are there, there's no direction of ownership of those on this plat. It just kind of calls out those tracts for now, so we're good for now.

Weir: Okay. Utilities Department.

Nasir: No.

Weir: Okay. Parks and Recreation.

Mathews: I don't know about any comments, but just some of my thoughts. The East Mesa Public Recreation Complex/Sports Complex is just to the south of that road, and the plan of development for that 350 acres includes sort of reserving that area around the arroyo as it cuts through that property as habitat/restoration. And I know earlier there had been discussion about that open space becoming a park, but it seemed unsuitable at that time, though across the street is this habitat area. Those are just some of my thoughts with regard to this. No objections?

Weir: I'm sorry. Fire Department.

Danner: No comment.

Weir: MPO.

Metzgar: No comment.

Weir: Okay.

Banegas: Dave, if I could.

Weir: Go ahead.

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Banegas: In response to the open space comment, I just want to indicate that at the very south end of the proposal there are two, actually three planning parcels, OS-1, OS-2, and H-31. They are identified as open space and they'll, as intended, be natural conservation in terms of their functionality to the bigger picture there. H-31 will have flood control designation attached to it in addition to the open space. So it kind of speaks to a little bit about what you were saying.

Mathews: Yes.

Weir: Okay.

Bingham: Cathy, are you comfortable with that? I mean, open space in itself isn't necessarily park space.

Mathews: Right. Yes, I'm comfortable with it. I mean it's just as we go forward there'll be questions about maintenance and recreation facilities on Sonora Springs and some questions like that relating to the property itself.

Weir: Well, this is a master plan, so it's just talking conceptually of what's being done and as we get into the planning and actually drawing permit more of the details and standards, development standards will have to be met.

Mathews: Yes. I understand. Thank you.

Weir: Okay. If that's the case, I take it, Vince, there is a recommendation for approval, no conditions.

Banegas: No conditions.

Weir: Okay.

Banegas: So that we can move it forward.

Weir: I would entertain a motion to make a recommendation of approval of the master plan to the Planning and Zoning Commission.

Mathews: So moved.

Trevino: Second.

Weir: Okay. I have a motion and second, so I'll go ahead and just do a roll call vote. Public Works.

Trevino: Yes.

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Weir: Community Development, yes. Utilities.

Nasir: Yes.

Weir: Fire Department.

Danner: Yes.

Weir: And Parks and Recreation.

Mathews: Yes.

Weir: Okay, so we have a positive recommendation. And Adam I'm assuming that also will go on to the May Planning and Zoning Commission.

Ochoa: Yes. We are pushing that for the May meeting.

3.3 Case No. 24CS0500033: Huerta Tracts

- A request for approval of a non-administrative replat, known as Huerta Tracts
- The proposed subdivision currently encompasses 0.437 + acres, is zoned R-2 (Multi-Dwelling Low Density) within the North Mesquite Overlay Zone and located at 615 Pinon Street.
- The subdivision proposes to subdivide one (1) existing residential lot into two (2) new lots that are 0.174 ± acres and 0.263 ± acres in size.
- Submitted by Moy Surveying, Representative.

Weir: That brings us to the third case, 3.3, Huerta Tracts. Is the applicant present?

Magallanez: Yes.

Weir: Okay. John.

Castillo: Good morning, everyone. Today we have a request for approval of a non-administrative replat known as Huerta Tracts. This is going to be a property that encompasses 0.437 acres. It's currently zoned R-2, which is our medium to low density, and it's within the North Mesquite Overlay Zone. And it's located at 615 Pinon Street. They're looking to subdivide the one existing lot into two residential lots that are going to be approximately 0.174 acres and 0.263 acres in size. This was submitted by Moy Surveying as their representative, who's also here.

Weir: Okay. And it meets all requirements. You're recommendation would be …

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Castillo: My recommendation would be approval.

Weir: Okay. Moy Surveying. Anything to add?

Magallanez: Just, yes, we know that that lot has a little interesting geometry. There's just a shop back there that we're hoping to stick with the parcel obviously to the west, but that's the reason for the geometry of that lot.

Weir: Okay. Reviewing departments. Any comments or?

Trevino: Just a question with that *(inaudible)*. Does it meet the setbacks to know that middle one would be the, what's the setback now?

Castillo: Yes, there was an improvement survey provided as part of the review process, and the existing shop does meet the setbacks.

Weir: Okay. Any other comments from anybody? Okay. If that's the case, I would entertain a motion to make a recommendation of approval of the replat.

Danner: So moved.

Weir: Do I have a second?

Nasir: Second.

Weir: Okay. I'll go ahead again and do the roll call. Public Works Department.

Trevino: Yes.

Weir: Community Development Department will vote yes. Utilities Department.

Nasir: Yes.

Weir: Fire Department.

Danner: Yes.

Weir: Parks and Recreation.

Mathews: Yes.

Weir: Okay. So we have another approval. And again, I'm assuming May.

Ochoa: Yes, that'll be going up to the May meeting P&Z as well. That's correct.

4. DISCUSSION ITEMS

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Weir: That takes care of all of our business items today. Are there any discussion items? We don't have any on the agenda, but is there anything that the committee would like to discuss? I'm not hearing anything.

5. ADJOURNMENT (09:16 a.m.)

Weir: That takes us to adjournment. Do I have a motion to adjourn?

Nasir: So moved.

Weir: Okay. Do I have a second?

Trevino: Second.

Weir: All those in favor?

MOTION PASSES UNANIMOUSLY.

Weir: All those opposed/ Meeting is adjourned at 9.16.

_____

Chairperson

DRAFT

Attachment “K” – Findings of Fact

Findings of Fact

- The Sonoma Ranch East II Annexation, which served as the basis for the Sonoma Ranch East II Master Plan, was originally approved on February 28, 2005.
- The master plan has technically been amended six times involving both minor and major amendments (first was considered a minor amendment tracked differently from the rest).
- The amendments have altered planning parcel boundaries, densities, intensities, and land uses particularly within the boundaries herein considered for amendment #5.
- The current amendment #5 proposal, consisting of ± 122.46 acres, seeks to lower residential densities in ± 91.48 acres (approximately 75%) of the subject amendment area in question. Residential land use will shift from single-family high density defined singly, as a development option within a planning parcel or when such a parcel allows a development option for multi-dwelling, medium density to single-family low density.
- Of the remaining 25% of the amendment area, the proposal is to retain ± 15.5 acres as presently defined (single-family high density either singly or as a development option). A slight maximum density increase is proposed in this area.
- Via this amendment, the intent is to amend the master plan and change the zoning of subject property to accommodate a development consisting of ± 56 1-acre lots and ± 61 much smaller lots having a minimum lot size of 3500 square feet in area.
- Other than single-family low density, single-family high density, open space – recreation, open space – natural conservation, and flood control are the only land uses proposed in amendment #5.
- Although Elevate through its’ Future Development Map reflects the potential for a neighborhood center in the immediate area, no such center is being proposed. A letter justifying this decision has been submitted for consideration.
- The subject property falls within the Suburban place type. This place type is characterized by low to moderate density residential land uses intermixed with areas of commercial development.
- The amendment/zone change requests may be considered somewhat consistent with the stated place type characteristics in regard to the two density types proposed and provisions for natural and developed public space. However, others characteristics are not supported.
- The proposed master plan amendment/zone change request is supported to a degree by the Elevate Las Cruces Comprehensive Plan and are found to meet the purpose and intent of the 2001 Zoning Code, as amended (2001 Zoning Code, Section 38-2).

ATTACHMENT "L" – Master Plan Amendment History and New Proposal Detail

Past and Proposed Amendments to the Sonoma Ranch East II Master Plan

(Amendments with a double ** pertain to the amendment #5 boundary)

Amendment #1A - **1)** planning parcel H9 (proposed right-of-way) not part of amendment #5 area is moved to Sonoma Ranch East master plan.

Amendment #1** - **1)** label switch for planning parcels P7 and P8, slight 1 du/ac density decrease (12 to 11) for 10.03 acres, and low end of density range removed on both planning parcels; **2)** four planning parcels and a small portion of another were consolidated to create a 32.41 acre planning parcel - A1 (single-family medium-density - 10 du/ac max) with centralized 1.42 ac park, net loss of .56 acres of park, low end of density range removed, 2 du/ac and low end of density range removed on 10.22 acre piece; **3)** four planning parcels and parts of two others consolidated to create A2 parcel (single-family high density residential use at 10 du/ac max.), loss of 4.2 acres of park surrounding water tank, loss of 1.73 acres of Quasi-public use, low end density ranges removed, loss of 2 du/ac density on 11.9 acres, potential loss (mixed use) of 30 du/ac density on 1 acre; **4)** boundary adjustment for H29 and H30; and 5) 5.69 acre N1 parcel created for flood control/ open space - recreation.

Amendment #2** - **1)** H7 parcel not part of the amendment package but reflects a reduction of 1 du/ac to bring the parcel to a 10 du/ac max. This density carries forth to amendments 3 and 4; **2)** N1 parcel is moved to southeast corner of A2 parcel; **3)** H8 parcel converted from multi-dwelling, medium density (15 du/ac)/commercial medium intensity/office professional & limited retail to single-family medium density (6 du/ac max.); **4)** H19 and H29 parcels converted from multi-dwelling, medium density (15 du/ac max)/commercial high intensity to single-family medium density (6 du/ac); **5)** H30 has ± 3.0 acres split off to create H32 parcel. Remnant H30 parcel converted from multi-dwelling high density and limited retail and office (30 du/ac max.)/commercial high intensity to single-family medium density (6 du/ac max.); **6)** new H32 parcel established with commercial medium intensity use; and **7)** new H33 parcel with commercial light intensity use.

Amendment #3** - **1)** H8 parcel converted from single-family medium density (6 du/ac max.) to single-family high density (10 du/ac max.)/multi-dwelling medium density (20 du/ac max.); **2)** H19 converted from single-family medium density (6 du/ac) to single-family high density (10 du/ac max.)/multi-dwelling medium density (20 du/ac max); **3)** H29 converted from single-family medium density (6 du/ac max) to single-family high density (10 du/ac max.)/multi-dwelling medium density (20 du/ac max)/commercial high intensity; **4)** H30 changed from multi-dwelling high density and limited retail and office (30 du/ac max.)/commercial high intensity to single-family high density (10 du/ac max.)/multi-dwelling medium density (20 du/ac max); and moved N1 parcel back to SW corner of A2 parcel.

Amendment #4 - **1)** H1 parcel not part of amendment #5 area. Changed density from 6 du/ac to 8 du/ac.

Proposed Amendment #5

H7 and H8 parcel are being combined resulting in a new A1a parcel identified as single-family high density (12 du/ac max). A separate and new N1 parcel (2.0 ac park) is shown on the west side of the A1a parcel. This change results in:

- Net single-family high density residential density gain of 2 du/ac for 15.5 acres (H7 and H8).
- The conversion of ± 8.10-acres from multi-dwelling, medium density (20 du/ac max)/single-family high density (10 du/ac max) to single-family high density (12 du/ac max).
- Provision of a park resulting from the relocation of park land previously approved within the A1 parcel and that from the previously identified N1 parcel. In that park/recreation acreage was not identified for the old N1 parcel, staff cannot ascertain whether the 2.0-acre park size represents a net loss/gain of park acreage or whether it remains equal to what was previously proposed.

Planning parcels A1 (including proposed .42-acre park) and H19 are being combined to form new A2a parcel assigned a single-family low density land use (4 du/ac) designation. This change results in:

- conversion of ± 30.69 acres from single-family high density (10 du/ac max) to single-family low density (4 du/ac max.).
- conversion of ± 9.32 acres from single-family high density (10 du/ac max)/multi-dwelling, medium density (20 du/ac) to single-family low density (4 du/ac max.).
- The relocation of a .42-acre park site to proposed N1 parcel.

Parts of planning parcels A2, H29, H30, N1, and all of H33 are being combined to form a new ± 36.64-acre A3a parcel with a single-family low density residential designation (4 du/ac). This change results in:

- conversion of ± 30.99 acres from single-family high-density (10 du/ac) to single-family low density (4 du/ac max).
- conversion of ± 4.31-acres from multi-dwelling, medium density (20 du/ac max)/single-family high density (10 du/ac max)/commercial high intensity to single-family low density (4 du/ac max).
- The conversion of ± .59-acres from open space - recreation/flood control to single-family low density (4 du/ac max). Reconfiguration of park and flood control proposed resulting in this modification.
- The conversion of a ± 1.0 acre park (due to relocation) to single-family low density 4 du/ac max.

Parts of planning parcels A2, H29, H30, and N1 are combined to form a new ± 6.09-acre AO1 parcel with a flood control/open space-natural conservation designation. This necessary change results in:

- conversion of ± 0.76-acres from multi-dwelling, medium density (20 du/ac max)/single-family high density (10 du/ac)/commercial high intensity to flood control/open space-natural conservation.

- conversion of ± 0.23-acres from single-family high density (10 du/ac max)/multi-dwelling, medium density (20 du/ac max) to flood control/open space-natural conservation.
- conversion of ± 3.0-acres from single-family high density (10 du/ac max) to flood control/open space-natural conservation.

Parts of planning parcels A2, H29, H30, H32 and N1are being combined to form a new ± 12.7-acre A4a parcel with a single-family low density residential designation (4 du/ac). This change results in:

- conversion of ± 6.23 acres from single-family high-density (10 du/ac max) to single-family low density (4 du/ac max).
- conversion of ± 1.95-acres from commercial high intensity to single-family low density (4 du/ac max).
- conversion of ± 6.34-acres from single-family high density (10 du/ac)/multi-dwelling, medium density (20 du/ac max) to single-family low density (4 du/ac max).
- conversion of ± 0.36-acres from flood control/open space-recreation to single-family low density (4 du/ac max). Reconfiguration of park and flood control proposed results in this modification.

Parts of planning parcels A2, H32, and N1are being combined to form a new ± 4.61-acre OS2 parcel with an open space-natural conservation designation. This change results in:

- conversion of ± 1.95-acres from commercial high intensity to open space-natural conservation.
- conversion of ± 1.52-acres from single-family high density (10 du/ac max) to open space-natural conservation.
- conversion of ± 0.97-acres from flood control/open space recreation to open space-natural conservation.

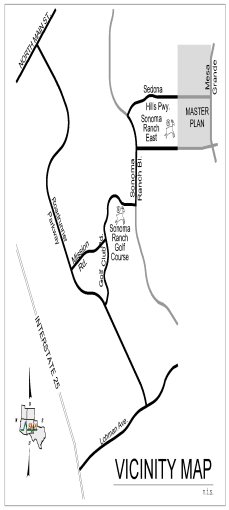
Part of planning parcel N1 will become a new ± 0.76-acre OS1 parcel with an open space-natural conservation designation. This change results in:

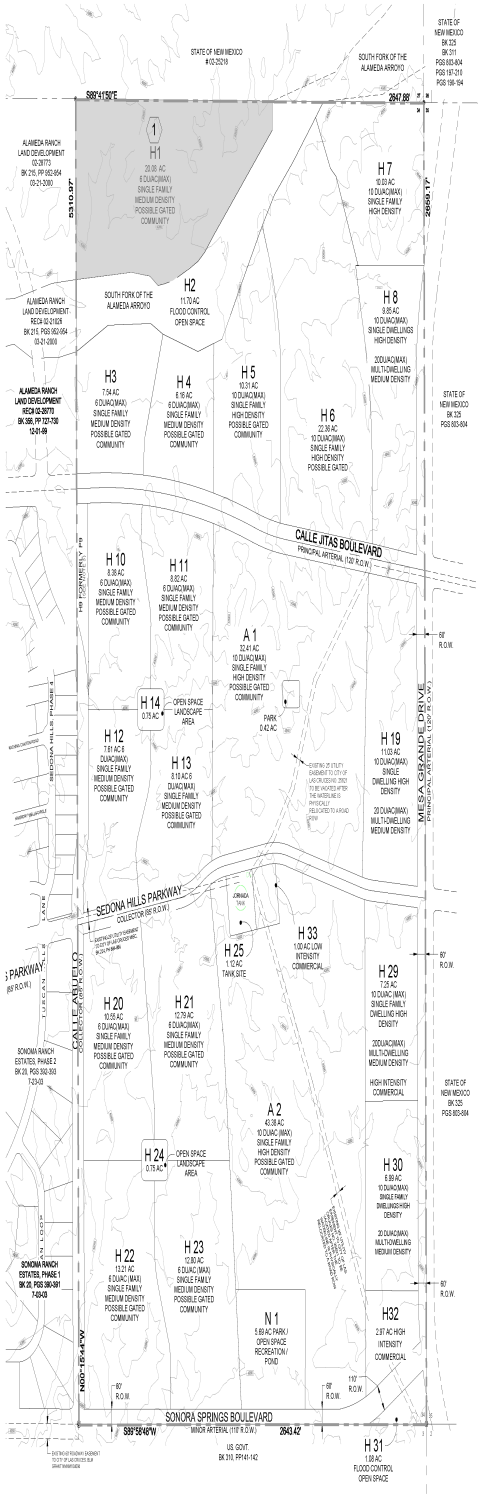
- conversion of ± 0.76-acres from flood control/open space recreation to open space-natural conservation.

ATTACHMENT "M" - Existing Approved Master Plan Amendment #4

SONOMA RANCH EAST II, MASTER PLAN MAJOR AMENDMENT #4

LOCATED IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 2 EAST
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
JUNE 2020
20.08 AC. ±





TABULAR DATA

	PLANNING PARCEL	PROPOSED LAND USE	ACREAGE	PLANNING DENSITY MIN.-MAX.	MIN. AVAILABLE UNITS	MAX. AVAILABLE UNITS	CHANGE
1	H 1	SF	20.08	2 - 6	40	120	BUILT OUT
	H 2	AO	11.70				BUILT OUT
	H 3	SF	7.54	2 - 6	15	46	BUILT OUT
	H 4	SF	8.16	2 - 6	12	37	BUILT OUT
	H 5	SF	10.31	2 - 10	20	103	BUILT OUT
	H 6	SF2	22.36	2 - 10	44	224	
	H 7	SF	10.03	2 - 6	20	60	BUILT OUT
	H 8	SF	9.85	2 - 6	20	59	BUILT OUT
		MD	9.85	2 - 20	20	197	BUILT OUT
	H 9	PARCEL REMOVED / FORMERLY P9 - SEE NOTE 2					
	H 10	SF	8.38	2 - 6	16	50	BUILT OUT
	H 11	SF	8.82	2 - 6	17	53	BUILT OUT
	H 12	SF	7.61	2 - 6	15	46	BUILT OUT
	H 13	SF	8.10	2 - 6	16	49	BUILT OUT
	H 14	PARK	0.75				BUILT OUT
	A1	SF2	32.41	2 - 6	64	325	PARCELS 15,16,17 AND 18 COMBINED
	H 19	SF	11.03	2 - 6	22	66	BUILT OUT
		MD	11.03	2 - 20	22	221	BUILT OUT
	H 28	SF	16.55		21	63	BUILT OUT
	H 21	SF	12.79	2 - 6	25	77	BUILT OUT
	H 22	SF	13.21	2 - 6	26	79	BUILT OUT
	H 23	SF	12.80	2 - 6	25	77	BUILT OUT
	H 24	PARK	0.73				BUILT OUT
	H 25	TANK SITE	1.12				
	A2	SF2	43.38	2 - 10	87	434	PARCELS 26,27 AND 28 COMBINED
	H 29	SF	7.25	2 - 6	14	44	STRAIGHTENED ROAD ALIGNMENT
		C-HD	7.25				
	H 30	SF	8.99	2 - 6	14	42	STRAIGHTENED ROAD ALIGNMENT
		MD	8.99	2 - 20	14	149	
	H 31	AO	1.99				NEW INTERSECTION
	H 32	C-HD	2.97				
	H 33	C-LD	1.00				
	M1	PARK/AO	5.69				
	MAJOR ROADS		26.16				
	TOTALS		320.66		539	2539	

PROPOSED LAND USE LEGEND

H = HISTORICAL PARCEL IDENTIFICATION FROM PREVIOUS DOCUMENT
A = PARCEL COMBINING SEVERAL HISTORICAL PARCELS
N = COMPLETELY NEW PARCEL
AO = FLOOD CONTROL- OPEN SPACE
SF = SINGLE FAMILY MEDIUM DENSITY- POSSIBLE GATED COMMUNITY
SF2 = SINGLE FAMILY HIGH DENSITY- POSSIBLE GATED COMMUNITY
MD = MULTI - DWELLING RESIDENTIAL MEDIUM DENSITY POSSIBLE GATED COMMUNITY
MDH = SINGLE MULTI - DWELLING RESIDENTIAL MEDIUM DENSITY POSSIBLE GATED COMMUNITY
HDH = MULTI - DWELLING RESIDENTIAL HIGH DENSITY / LIMITED RETAIL
C-LD = LOW INTENSITY COMMERCIAL
C-MD = RETAIL MEDIUM INTENSITY COMMERCIAL
C-HD = HIGH INTENSITY COMMERCIAL
C-HD = LIMITED RETAIL SERVICE HIGH INTENSITY

PROPOSED MASTER PLAN CHANGES

1. CHANGE ZONING FROM MULTI-FAMILY 6 to TO R1b. REMOVE GATED COMMUNITY OPTION.

MASTER PLAN NOTES:

PLANNING PARCELS WILL BE SUBDIVIDED INTO PHASES. EACH PHASE WILL BE FURTHER SUBDIVIDED OR COMBINED FOR CONSTRUCTION PURPOSES. PHASES WILL BE SHOWN ON THE PRELIMINARY PLATS.

MAXIMUM: 2539 D.U. x 2.7 PERSONS = 6855 PERSONS

MAXIMUM: 2539 x 10 = 25,390 TRIPS PER DAY

THIS AMENDMENT ELIMINATES PLANNING PARCEL H9 FORMERLY P9 BECAUSE IT IS NOW IN THE EAST MASTER PLAN.

ALL PARCELS AVAILABLE FOR DEVELOPMENT MAY BE GATED. THIS TRIGGERS THE PUD PROCESS

ACREAGE PROPOSED FOR OPEN SPACE, PRIVATE AND PUBLIC FACILITIES, AND RIGHTS-OF-WAY IS 47.51 ACRES. OF THIS AREA 26.39 ACRES ARE PROPOSED FOR RIGHTS-OF-WAY AND 21.12 ACRES ARE PROPOSED FOR OPEN SPACE AND PRIVATE AND PUBLIC FACILITIES.

ALL CURRENT CITY ORDINANCES WILL BE ADHERED TO IN THIS DEVELOPMENT, INCLUDING THE LANDSCAPING ORDINANCE.

SONORA SPRINGS IS A 110' ROW BECAUSE OF A PREVIOUS DESIGN THAT ALLOWS A 10FT MULTI-USE PATH

TRAFFIC AND POPULATION DATA RECALCULATED TO REFLECT ALL NEW INFORMATION.

TRAFFIC IMPACT STUDY TO DONE AT TIME OF LOT DEVELOPEMENT

OWNER/DEVELOPER

AREA 51, LLC
1274 GOLF CLUB ROAD
LAS CRUCES, NEW MEXICO 88011
PHONE: (575) 521-0778

CONCEPTUAL DRAINAGE PLAN

THE DRAINAGE PLAN FOR EACH OF THE TRACTS SHOWN ON THIS MASTER PLAN IS THAT A DRAINAGE STUDY AND REPORT SHALL BE PREPARED FOR EACH TRACT BY THE OWNER OF THAT TRACT AT THE TIME OF PROPOSED DEVELOPMENT OF SAID TRACT. THIS REPORT SHALL ALLOW THE HISTORIC DRAINAGE FLOW TO EXIT THE TRACT AND ANY DRAINAGE ABOVE AND BEYOND THE HISTORIC DRAINAGE FLOW MUST BE CONTAINED ON THIS TRACT AS DESCRIBED IN THE CITY OF LAS CRUCES REQUIREMENTS FOR SUCH DRAINAGE STUDIES AND REPORTS.

PARK / STORM WATER DETENTION FOR PARCEL N1

PARCEL N1 WILL BE DEDICATED TO THE CITY OF LAS CRUCES BY SONOMA RANCH DEVELOPMENT AND WILL BE USED AS A COMBINED PARK/RECREATIONAL AND STORM WATER DETENTION AREA. THE PARK AREA WILL BE MAINTAINED BY THE CITY OF LAS CRUCES UNDER THE DIRECTION OF THE FACILITIES DEPARTMENT AND THE STORM WATER DETENTION AREA WILL BE MAINTAINED BY THE PUBLIC WORKS DEPARTMENT. THE GRADING OF THE PARK/STORM WATER DETENTION AREA (PARCEL N1) WILL BE GRADED OUT WITH THE FIRST PHASE OF CONSTRUCTION IN PARCEL A2 AND WILL BE COMPLETED WHEN HALF THE HOUSES ARE BUILT IN PARCEL A2. EFFORTS BETWEEN SONOMA RANCH DEVELOPMENT AND THE CITY OF LAS CRUCES PARKS/FACILITIES AND PUBLIC WORKS DEPARTMENTS WILL BE SHARED DURING THE DESIGN PROCESS TO ENSURE ADEQUATE INSTALLATION OF WATER, GAS, SEWER AND ELECTRICITY FOR FUTURE IMPROVEMENTS/AMENITIES. IT IS AGREED BETWEEN SONOMA RANCH DEVELOPMENT AND CITY OF LAS CRUCES FACILITIES DEPARTMENT THAT NO ADDITIONAL PARK IMPACT FEES FOR THE REMAINING UNDEVELOPED PROPERTY WITHIN THIS MASTER PLAN WILL BE ASSESSED. BUILDING PERMIT FEES AND WATER METER FEES ASSOCIATED WITH THE CONSTRUCTION OF THE PARK MAY BE WAIVED AS TO BE DETERMINED AT THE TIME OF DESIGN REVIEW AND APPROVAL OF THE PARK PLANS. INCLUDED IN THE PARK DEVELOPMENT, SONOMA RANCH DEVELOPMENT WILL CONSTRUCT A PARKING AREA WITH A MINIMUM OF 25 VEHICLES. SPRINKLER SYSTEM INSTALLATION AND GRASS THE PARK AREA. THIS PARK LOCATION PROVIDES AN EXCELLENT OPPORTUNITY OF USING RECLAIMED WATER FOR IRRIGATION. DURING THE DESIGN PROCESS OF THE SURROUNDING IMPROVEMENTS, COOPERATION BETWEEN SONOMA RANCH DEVELOPMENT AND CITY OF LAS CRUCES UTILITY DEPARTMENT IS CRITICAL.

CITY OF LAS CRUCES SUBDIVISION ADMINISTRATOR APPROVAL

THIS MASTER PLAN HAS BEEN APPROVED BY THE SUBDIVISION ADMINISTRATOR OF THE CITY OF LAS CRUCES. ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE MASTER PLAN HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR THE APPROVAL OF THIS PLAN.

SUBDIVISION ADMINISTRATOR _____ DATE _____

SCALE: 1" = 300'

SOUDER, MILLER & ASSOCIATES
3500 Sedona Hills Parkway
Las Cruces, NM 88011
Phone: (575) 647-0700 Toll Free (800) 447-0799
Engineering Environmental Surveying

SONOMA RANCH EAST II, MASTER PLAN MINOR AMENDMENT #4
SONOMA RANCH EAST II, LLC
LAS CRUCES, NEW MEXICO

01/24/2018

THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED

Designed	Drawn	Checked
RHR	RHR	PJP

Date: JUNE 2020
Scale: As Shown
Project No. 9326893
Sheet: SHEET 1

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P:\9-Sonoma Ranch East II Mater Plan Amendment 2 (9326893)\CAD\Civil\MASTER PLAN AMENDMENT 4 05-16-2020.dwg, 6/10/2020 11:11:49 AM RHR

CITY OF LAS CRUCES

PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
May 27, 2025 at 6:00 p.m.

BOARD MEMBERS PRESENT:
Kent Thurston, Chair
Scott Kaiser, Vice-Chair
Janet Acosta, Member
Joaquin Acosta, Member

BOARD MEMBERS ABSENT:
Enrico Smith, Member
Connor Murray, Member

STAFF PRESENT:
Chris Faivre, Director Community Development
Adam Ochoa, Senior Planner/Building Inspection Supervisor
Vincent Banegas, Interim Planner
John Castillo, Planner
Christine Rivera, City Clerk
Blairre Flores, Economic Development Coordinator
Elizabeth Teeters, Economic Development Director

1. CALL TO ORDER (6:00)

Thurston: Good evening, and welcome to the Planning and Zoning meeting today. Today is Tuesday, May 27th. I have a call to order.

2. CONFLICT OF INTEREST

Thurston: I'm going to check first if we have any conflicts of interest tonight. None.

3. PUBLIC PARTICIPATION

Thurston: We will move on to public participation. Do we have anyone in the public that would like to speak on anything that's on like the consent agenda? We have one. Do I have to swear him in? Okay.

Pearson: Good evening. My name is George Pearson. Before you approve the minutes on your agenda, please check the members list, the list of members present. I believe the list of members present is correct. But Mr. Kaiser is

listed as the chair and the rest of the minutes make it clear that Mr. Thurston was the chair at this meeting.

Now I'd like to talk about the Mesa Grande Drive road extension that has been proposed. This may or may not come before you, but it is something that is of interest and this is public comment. There's something like $60 million that has been promised for this roadway. The money's not here yet, but once the money shows up, it's pretty sure that that roadway will be built. It is on the future thoroughfare map, and while the need for this roadway is debatable, it does seem to be coming. My ask is that we build this as a true 21st century roadway. What I mean by this is that safety be the main driving force in creating this roadway. Safety for all roadway users, with special consideration for the vulnerable roadway users. It's well documented that the percentage of vulnerable user deaths is disproportionate with what seems like little concern. AASHTO has recently updated and published their bikeway design guide. This includes guidance for protected bikeways and extra protection for bicyclists and pedestrians at intersections. While Realize does not include this type of cross-section, and maybe it should be added when Realize is updated, Realize does allow the director to approve alternative designs. A design blessed by AASHTO would certainly be covered. So if we're going to build Mesa Grande, let's build it as a 21st century roadway that is safe as possible for all roadway users. Thank you.

Thurston: Thank you. Do we have anyone else in public comment? All right. Do we have anyone here that's going to be speaking on the MRA from the public? I'm just trying to get an under - okay. Well other than staff.

SPEAKER, NOT AT THE MICROPHONE.

Thurston: Okay. It's the last thing, so I think we're okay then. So then everyone here is basically here for the new business on the major amendment. Is that correct? Okay. Thank you.

4. ACCEPTANCE OF THE AGENDA

Thurston: All right. Then we'll move on to the next. We have an acceptance of the agenda with the - I think we've got to have that alteration of the …

SPEAKER, NOT AT THE MICROPHONE.

Thurston: No, the alteration of just on the notes.

SPEAKER, NOT AT THE MICROPHONE.

Thurston: Okay. So you've got those taken care of.

SPEAKER, NOT AT THE MICROPHONE.

Thurston: All right. So I need a motion for the acceptance of the agenda.

Kaiser: I'll make a motion, the acceptance of the agenda that would reflect the changes on the meeting minutes from last month.

Faivre: Okay. I'm the motion to accept the agenda. Commissioner Acosta.

Ja. Acosta: Yes.

Jo. Acosta: Yes.

Faivre: Other Commissioner Acosta. Commissioner Kaiser.

Kaiser: Yes.

Faivre: And Chair.

Thurston: Yes.

Faivre: Thank you.

5. PLANNING AND ZONING MINUTES – April 22, 2025

APPROVED UNANIMOUSLY.

6. CONSENT AGENDA

6.1 Case No. 25CS0500004: A request for approval of a non-administrative replat known as Payan Subdivision No. 1 for property located at 6090 Payan Road, that encompasses approximately 0.45 acres and is zoned NH3S (Neighborhood-3 Suburban) under the Realize Las Cruces Development Code. The subdivision is proposing to replat one existing tract of land into four new lots that are 0.109 acres in size each. Submitted by Borderland Engineers and Surveyors, LLC., representative.

6.2 Case No. 24CS0500033: A request for approval of a non-administrative replat known as Huerta Tracts. The subject property encompasses approximately 0.437 acres, is zoned R-2 (multi-dwelling low density), within the North Mesquite Overlay Zone and located at 615 Piñon Avenue. The Subdivision proposes to subdivide one existing lot into two new lots that are approximately 0.174 and 0.263 acres in size.

Thurston: So the next one is just going on to the consent agenda is passed. Okay.

APPROVED UNANIMOUSLY.

7. NEW BUSINESS

7.2 Case 24CS0500131 and 24ZO0500130: A request for a final approval to a major amendment involving the Sona Ranch East II Master Plan, titled Sona Ranch East II Master Plan Amendment #5, and to provide a recommendation for the corresponding zone changes. The property is generally located north of Sonora Springs Boulevard , 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.

Thurston: And then we need the acceptance of the agenda as presented. Isn't that what we just did?

SPEAKER, NOT AT THE MICROPHONE.

Thurston: Okay. So the first one really is then going on to new business, and that one we are going to give over to staff for a presentation. Oh, sorry. First I need a motion for the hearing of it.

Kaiser: So just for a point of order. So the motion is to hear the item, and then we'll make a motion to approve.

SPEAKER, NOT AT THE MICROPHONE.

Kaiser: But what happens if we wanted to vote an option that was not to approve? Like what if it was to table or something like that? Do you make a motion at that point to table? Okay. So I'll make a motion to hear or approve item 7.1.

Ja. Acosta: I'll second that motion.

Faivre: Commissioner Acosta.

Jo. Acosta: Yes.

Thurston: Staff, it's to you now. Sorry.

Banegas: Good evening, Commissioners. Vincent Banegas, interim planner for the record. Here to present the cases involving a master plan amendment number five and zone changes for the Sonoma Ranch East II master plan area. Current conditions as it relates to this master plan area, the property is located south of the Alameda Arroyos South Fork if you will, north of Sonora Springs Boulevard, east of Pagosa Hills and Petaluma, at least beyond the development area that exists there, and west of the Mesa Grande Drive. The subject master plan was originally annexed, and that contained roughly 322 acres originally, was originally annexed, master planned, and zoned via City Council action back in February of 2005.

The property with exception of the water tank sits vacant. And areas around it to the north and to the east are also vacant. There is a developing East

Mesa Sports Complex to the south, single-family high and medium density zoned residential to the west. The applicant has requested that this proposal and the zone changes that go along with it be processed under the 2001 Development Codes, and that's what you will hear exclusively this evening in context to those codes.

The last amendment, number four, is what we currently follow for the area. That was approved in 2020, and it reflects the following land uses which consist of mixed or slash uses involving single-family high density and multi-dwelling medium density uses. There's a mixed single-family high density, multi-dwelling medium density, and commercial high intensity uses. Single-family high density uses singly. And commercial low intensity, commercial high intensity, flood control, and flood control open space recreation. So when I speak to the mixed uses, those are uses that are identified in the master plan, and pursuant to the zoning that enacts those uses. They could develop either one of those land uses or a combination of two or three. It could be a complete mix of land use or singular use of any one of the land uses.

What we're talking about here this evening is 122, those are the remaining acres currently zoned with flood control. That's the FC. The R-1b is single-family high density. C-3 is our commercial high intensity zone. And the mixed or slash or pancake zones you may have heard about in the past of R-1b, R-3, and C-3/R-1b/R-3, as well as FC/OS-R, those are the flood control open space recreation zones.

The property currently sits within the suburban neighborhood place type, and that's pursuant to our comprehensive plan. The suburban place type will be characterized a little later, but the property is accessible from various roadways, thoroughfares pursuant to our future thoroughfare plan. Mesa Grande Drive, which is proposed to be a minor arterial, 100 feet of right-of-way. Same with Calle Jitas. Sedona Hills Parkway is a major collector at 85 feet of right-of-way. Sonora Springs Boulevard, another minor arterial. And Pagosa Hills is a local at 50 feet of right-of-way.

Here is the arial that represents the boundary in question. So everything you see outlined in red including the water tank here, is part of the request. There's no action or no change to the water tank property, but nonetheless it's been added as part of the development proposal.

So master plan comparisons are as follows, the amendment four is on the left, amendment five, the proposed, is on the right. I've received a lot of input, either via phone calls and/or e-mails that wanted a description of what the actual changes were to look like. And as you look at amendment four on the right you see various planning parcels is what they're called. In fact, there's two located right here before you get to Calle Jitas Boulevard. And what they are doing in concert to the proposed number five is they're combining them. So they are combining those two planning parcels and

then adding a two-acre park parcel here amongst the two that exist in area four. The land uses that are specific to amendment four, the upper H-7, consists of single-family high-density land use designation, and H-8 below is single-family high-density as well as multi-dwelling medium-density. That designation here with H-8 goes away and becomes part of H-7, and it all becomes single-family high-density, with exception of that park.

Below Calle Jitas you have these two parcels are at issue here. You had land uses, in fact, let me see if I can magnify, that might help Sorry about that. So you have some single-family high-density land uses designated here in this parcel. You had a little park, pocket park if you will, located here. And then on H-19 you have single-family high-density residential and multi-dwelling medium-density. Those get combined. All this gets combined as you see over here, and it will become single-family low-density residential.

H-33, which is a commercial low-intensity land use designation, gets absorbed into this larger planning parcel, so it will no longer be commercial. H-29, which is a combination of single-family high-density residential, medium-density or multi-dwelling medium-density residential, sorry, and high-intensity commercial, that designation goes away because it gets absorbed in large part into this planning parcel, with exception of a small strip that is delineated here for the flood plain for the arroyo boundary, basically. But it becomes in this vicinity here all single-family low-density residential.

I already indicated that AO-1 is the arroyo boundary that has been established. A, oh, I'm sorry, OS-1 and OS-2 are the new designations for open space natural conservation, and those are part of this N-1 piece, part of this A-2 portion down below here, and part of this H-32, which is commercial, high-intensity. What is a remnant piece of H-32 becomes single-family, low-density, so what you have here is single-family low-density here, single-family low-density here, and the rest is arroyo boundaries and open space natural conservation. Down here you have flood control. This one isn't changing except for the open space recreation designation becomes open space natural conservation. This, as I indicated was the tank, water tank site. There's no change there.

This is the existing zoning that basically implements the amendment four provisions. I've already stated what these uses or these zoning designations are, but again you can see that this piece, this larger piece here in light yellow at least, yes, and this one down here, those are all the single-family high-density zoning districts. This R-1b/R-3, this one, and this one down here were the combination single-family high-density and multi-dwelling medium-density districts. And then this one is the same except it adds a commercial element of high-intensity. You have commercial low-intensity there. So the zoning that you're seeing here implements amendment four. This piece right here, just for the record, is located in

error. Based on research conducted two ordinances were found that clearly indicate that this piece here should slide over to where it was originally. For whatever reason, it was mapped at that location and there's been a request to change that. So this piece, this FC/OS-R, slides over to the left. That's the current location for that zoning designation.

So this is just a map. I won't go into great detail here. Zoning follows the land use. You can see the two zoning designations up here with H-7, H-8 becoming one, as I indicated. These two down below becoming one, as I indicated, etc. So again follows land use designations.

In terms of analysis and findings on combining both, because the list is long, and this kind of is a synopsis of both elements that staff has considered. Basically, there are no adverse health, safety, welfare issues identified by staff during the conduct of review. The amendment, almost exclusively, there's about 75% of the total acreage that proposes a single-family low-density development. The single-family residential densities are in large part reduced, so from the high density for instance down to the low density. The proposal does seek residential development consistent with the surrounding neighborhoods in the area. You do have a lot of single-family homes, detached homes meeting either the medium-density or high-density standard. You also have large lot development in the area. The proposal's single-family density thresholds fall within the place type range for like development, and by that I'm pertaining to or referring to the suburban place type where the density range for single-family development is between four and 12 dwelling units per acre.

And the proposed zoning is consistent with the master plan amendment that they are also proposing this evening. The master plan area falls within that suburban neighborhood place type, which is characterized by low to moderate density residential. In the comprehensive plan there's reference to the style of development consisting of retail, office, mixed residential styles, attached, detached, etc., some multifamily, some schools and parks. There's also reference to a future development map that refers to neighborhood center locations. The neighborhood center itself is a type of development pattern if you will that begins to really emphasize mixed use, but in the context of a neighborhood level mixed use. So it's not after the big box type development. It's after any development that helps serve the neighborhood. So there are locations that are referenced in that map. One is north. They all straddle Mesa Grande Drive, but one is north of the northern boundary of the amendment. And there's one more or less in the center between, closer to Calle Jitas, but between Calle Jitas and Sedona Park, I believe, at that location and one further south beyond the development boundaries on the southern border.

The applicant and the representative have submitted a letter. It's been included in your packet. They have stipulated that they do not see a need for the neighborhood center locations in that existing center locations or

services I should say, can be accommodated along Sonoma Ranch, what's existing, the town center further north of that, Lohman Avenue, etc. So that's their position on that, and I just wanted to indicate that for you.

The proposal also seeks to better define sensitive areas like arroyo boundaries as I illustrated on the map. and also preserve some of the natural areas and topography, which there is some topography out there that will have to be wrestled with a bit. And they also seek to formalize and combine acreage that was allocated for parks along the way through all these amendments and to relocate that to the north, which I showed you, and that is a two-acre park that is being proposed. So it will grant greater accessibility to the neighborhood in that region, especially given the fact that you have a regional park further south. The proposal meets the purpose and intent of the 2001 Zoning Code as amended. And the cases were noticed as per code, meaning that letters went out to the property owners within 500 feet of the boundaries for the proposal, and through that effort staff has received several phone calls and several e-mails. The e-mails that we received have been forwarded to you, and copies have been provided at your desk at the dais there. Some of the issues that were referenced through this communication, through this input involve stormwater management, what is expected to be impacts, etc. Land use, clarification on what's being considered. The timing of construction and roadway improvements. Existing zoning, what it looks like and how it compares with the proposed zoning. General inquiries. And development compatibility.

The DRC in April heard the case involving the master plan, and they recommended through unanimous vote approval with no conditions. And your options this evening as it relates to the master plan amendment is to vote "yes" and approve the master plan. You can vote "no" and deny it. You could vote to amend, and vote to table. I should note that the Commission is the final authority on the master plan unless it gets appealed to City Council. And in terms of the zone change request, you could vote "yes," which recommends approval to City Council. You could vote "no" and recommends denial to City Council. You could vote to amend and include any conditions you feel are relevant. And you could also vote to table with direction from the Commission and we'll pursue whatever direction that looks like. That concludes staff's presentation. And we do have the applicant, Mr. John Moscato and the design engineer, Mr. Paul Pompeo from Souter Miller in attendance. And I believe they have some information to present to you as well.

Thurston: Thank you. Can we, Is it okay if we ask for the applicant right now to give us their presentation? Thank you.

Moscato: Good evening, Commissioners. John Moscato on behalf of applicants here in Norte Development.

Thurston: Sorry. I got to swear you in real quick. Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Moscato: Yes, I do.

Thurston: Thank you.

Moscato: Thank you. I'd just like to shed some light on a few of the items that Mr. Banegas touched on, and a few that haven't been discussed yet. In terms of conformance to the Elevate Las Cruces comprehensive plan, as Mr. Banegas pointed out, this property is in the suburban neighborhood place type, which includes low to medium density development, this being primarily low density development that we are proposing. It conforms to the suburban place type. The suburban place type also provides for recommending a diversity of housing types. It's been over a decade since low density large lot subdivisions have been developed in the Sonoma Ranch area. Everything around it is smaller lots, more traditional sized lots. So this does include some diversity, which is lacking right now. We're also supposed to provide transitions under the suburban place type. If you looked at the future development map, the property to the east is rural neighborhood, which is large estate lots. So this lower density development that we're proposing between Calle Jitas and Sonora Springs provides that easy transition between the traditional sized lots west of Pagosa and the area in the future rural neighborhood. It's important to realize that even though Elevate Las Cruces allows for other uses besides residential, it allows for some commercial, it allows for some multifamily, it doesn't require any of that. So I want to make sure everybody understands that there's a distinction between allowing and requiring. So we're not doing anything that isn't required.

The suburban place type recommends minimizing grading activity. Our project engineer, Mr. Pompeo, will speak more about the technical aspects of our development, but just in a broad stroke there's massive elevation change west to east on this property. Our proposal would minimize grading. If you were to develop this as a traditional neighborhood, the entirety of the property would have to be graded, stripped, lots of retaining walls and so on. And the neighborhood place type also recommends preserving the thoroughfare corridors, which we do. Calle Jitas, Sedona Hills, Sonora Springs are all maintained.

Just to clarify a couple of issues that were raised in the write-up that you received from staff. Mr. Banegas did mention earlier that despite the fact that the write-up indicates that mixed-use development is being eliminated, that's actually not the case. There is no mixed-use development in the area that we're proposing to be rezoned. It's layered or stacked zoning. So you can select any of those, but it's not mixed in the sense of multi-uses in the same lot or the same building.

The question of the neighborhood centers, I think is important to detail here. You know the future development map is not precise in the way those neighborhood centers are located. There is a neighborhood center located between Calle Jitas and Northrise. Our justification letter indicates we believe it's a better use for that to be located at Northrise, since Northrise coming down from Mesa Grande Drive, say from the high school south on Mesa Grande Drive to Northrise, would then lead you to that prime development corridor around Northrise. So we think that's a better solution, since what's shown on the map is more or less equidistant between Calle Jitas and Northrise; we selected Northrise. The one that is east of the boundary of our property, that is east of the future Mesa Grande Drive, it does not show in the future development map as bordering our property. It is east of our property. Even though we are not proposing any development within our property of that neighborhood center, there is still the possibility that a future developer could develop the eastern sections of that neighborhood center, if there's a market for that later. The last neighborhood center that's referred to in this general area is the one that's roughly between Sonora Springs and Sonoma Springs. We recommend that it be placed at Sonoma Springs, since that's the intersection that leads to the East Mesa Sports Complex. Again we think that's a much better use. Of course, there's one farther down on Lohman, which is far outside our property.

And I think you know the issue of what and how much commercial needs to be in this Mesa Grande Drive corridor, how much commercial needs to be built with all of the neighborhood centers, I think is an important one for us to touch on just a little bit. And what I'd like to walk you through is how the Sonoma Ranch Boulevard corridor has developed, or not developed, over the last couple of decades. If you can picture driving south on Sonoma Ranch Boulevard, the first major intersection in this general area is Sonoma and Calle Jitas. So in Sonoma and Calle Jitas there are four corners for commercial development. And in the past 20 years not a single one of those corners has been developed. There's simply not a market for it. The next one is Sonoma and Sedona Hills. That one has two corners east of Sonoma Ranch Boulevard. Not either of them has been developed commercially. On the west, they're both residential. The next one is Sonoma Ranch Boulevard and Sonora Springs. There you have the same situation. To the west, no commercial. To the east there's one commercial vacant, and one that's been developed as multifamily. Sonoma Ranch Boulevard and Sonoma Springs, another one, four corners, all commercial, zero development in two decades. And lastly at Sonoma Ranch Boulevard and Lohman, three corners commercial, one has been developed in the past 20 years. So I think this speaks to a couple of issues regarding what's happening here when theory collides with reality. And you know In my experience reality usually wins out. The reality is even though this Sonoma Ranch Boulevard corridor has been developed for 20 years, completely developed in terms of residential housing, all of the rooftops that would be

served by commercial exist and have existed for a long time. There's been very little commercial development there. And what's the impact of that on the developer, on the City, and on neighboring property owners? So the neighboring property owners have vacant land next to them, vacant land, weeds, dust, etc. The City has no income from development, no GRT, no higher property taxes. It's vacant land appraised or valued at the lowest possible amount. From a developer's standpoint, the developer sits on the land for how long, 10 years, 20 years, 30 years? What's a reasonable length of time for a developer to hold land and get no return on it? I don't know how many of you have tried to sell property. You know it can be frustrating when property hasn't sold in a couple of months or half a year. Think about how you'd feel if you held property for 10 years, 20 years. I think one of you probably has known that feeling, Commissioner Thurston. But it's just, it's not a practical solution to over-plan these areas for large amounts of commercial uses for which there's very questionable demand. You look at Sonoma Ranch Boulevard, virtually no demand. Think of how much longer it's going to take for commercial along Mesa Grande Drive, if ever, to be viable. So I think we just need to take a step back, realize that there's a reality we need to face, and that the highest and best use for this property that we're proposing right now is for housing. North of Calle Jitas it's medium density, probably around four units an acre. South of Calle Jitas it's the larger lots, given the rough terrain. And what we feel is filling up a gap for housing that, a housing type that hasn't really been built in the City in the last you know 10, 15 years. Anybody who wants that type of housing has been forced to go out into the county, so the City loses the ability to attract that type of housing within City limits. So we think it's an important housing type to include, and that's why we are proposing it for this area. Thank you for your time.

Thurston: Thank you. Are you going to have your engineer give a little bit of background as well?

Moscato: Yes.

Thurston: Thank you.

Moscato: Thank you.

Thurston: All right. I've got to swear you in as well.

Pompeo: Good evening, Mr. Chairman and Commission. Paul Pompeo with Souder Miller and Associates.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under the penalty of law?

Pompeo: Yes, I do.

Thurston: Thank you.

Pompeo: Good evening, Commissioners. I just have a few points to make on some of the engineering aspects that Mr. Moscato touched on, and then I'd be happy to answer any questions you might have. First of all is if you've been out to the site or looked at the documentation in your packet, there is quite a bit of terrain in this project area, generally about 30, 35 feet across in one area, 60 feet of elevation change from east to west. In some of the other subdivisions that we have completed over along Sonoma Ranch Boulevard, namely Sonoma Ranch North Phase 5, in that one subdivision, which would represent about a fifth of this area, we moved close to 400,000 yards of earth, and there are 8- and 10-foot retaining walls throughout that development. So in looking at this area here which has a higher topographic change across it, if we were trying to develop it to match the housing patterns to the west, that is the kind of effort it would take. And in just an assessment of that cost, not respecting the topography, altering drainage patterns and things of that nature are just not worth the return by trying to develop that.

I noticed that when staff had, there was a comment or a question about stormwater management. First of all, in the southern area here, because of the City sports complex farther to the south, there was a recent FEMA mapping update through this property of which there now is a mapped flood zone. That area, as shown on the zoning maps, we've respected that, we've cut that out, created a separate tract of land so that it will always be preserved as natural arroyo.

Along the southern boundary, there is about a 30- to 35-foot elevation change right along a future roadway there. And as noted on the zoning map, it's our desire, we're not going to try to do anything with that ridge. We've cut it out; set it aside as open space to stay as natural terrain. With that, those are just the main topics that I wanted to point out, which is the stormwater and the roads. In summary, also on the stormwater management, because these are larger lots, we're proposing narrower roadways within the development. All that leads to a great decrease in stormwater runoff in the developed condition so that there will be no possibility of any impacts to the neighboring areas to the west. So with that, Mr. Chairman, that concludes the points that I wanted to speak about. and I'd be happy to answer any questions that this Commission might have.

Thurston: Thank you. Before we open it up to the comments to the rest of the Commissioners real quick, I have a, one of my bigger concerns lately has been the townhall center or the town centers and the walkability and the mixed use and all of that kind of stuff. And so do you by chance know the distance from where we have all of this open space already off of Sonoma Ranch to - so if you took Sedona Hills Parkway, do we know about mileage of that? I know they're talking about like the 10-minute City and being able to be on bikes and be able to be and walk and all of that wonderful stuff and

put cafes and things like that. But it appears when you just see the application first off it more seems like you went back to the residential side and you removed some of the commercial opportunities or the high-density opportunities there along Mesa Grande. But as I'm looking at the site I'm starting to see that you still possibly have that same chance to still do all of your commercial site right in there. Do you know what the walking distance is when they do like a walk score for cafes or anything like that for this distance?

Pompeo: Mr. Chairman. I'm sorry. I would not be able to answer that. I do not know.

Thurston: Okay. I'm going to have to ask the staff that one then. And your guys' planning of the Realize, this looks more like that you do have sufficient area on your town center and over here off of Sonoma Ranch. Would that, in your opinion, classify as like a town center?

Banegas: Mr. Chairman, members of the Commission. The town center walkability index or the threshold they try to attain, I can't speak to, but I can speak to the neighborhood center. They try to, in Elevate I should say, in Elevate, they try to have a half-mile walk shed. So from anywhere in the neighborhood to the area where you have mixed use, where you have possibly small-scale retail, office, that kind of thing, they try to locate those within a half-mile distance. The town center is obviously going to be much greater than that. The whole purpose is to really concentrate mixed use, but at a larger scale. I cannot tell you without pouring over the document what that threshold is for town centers.

Thurston: Okay. That was really my - just after all of the planning and things that we've been through, I'm seeing that. The other clarification that I wanted to ask on is since this is going to be a, this is a rezone or, it's not a rezone, it's a master plan amendment. Now, this is not going to follow the same as Realize Las Cruces. Is that correct?

Banegas: Mr. Chairman, members of the Commission. This is both a master plan and a set of zone change requests that are being brought before you. And the applicant has asked that it follow the 2001 Development Code standards.

Thurston: Okay. So the zoning that is going to be designated in here does not, is not going to have the mixed use zoning that you would see in like the, what is like the NH1, NH2, where you're starting to see that they have the mixed opportunities to put an office center or other things like that. This is going to be more designated only for residential. Is that correct?

Banegas: That's correct. You know when I, in my presentation when I talked about the slash zoning or pancake zoning or the slash use, I indicated that the individual could, the developer could develop with any one of those land uses in mind. They could do one. They can combine them. They can combine all three, if there's three, if there's two, whatever. The point being

is that with the land use designations and the master plan and the corresponding zones on the zoning map, the zoning is there to facilitate the possibility for mixed use. They don't have to at all, but the possibility is there if they so choose.

Thurston: Okay. And so then in the, in this amendment if they wanted to use the Realize code, they would then have to come back in is that, to then update their master plan again for new zoning for the Realize?

Banegas: Mr. Chairman, Commissioners. As per the Realize document, as per the Realize code, any master plan that is approved under, for instance, in this case, the 2001 standards, may enjoy review and consideration of subsequent actions, preliminary plats, final plats, etc., under those same provisions. They don't have to go over to the new standards. In fact, it says that they will be reviewed under the standards that the master plan was approved under.

Thurston: Okay. So this one, this one basically is going to follow suit with the old code.

Banegas: Correct.

Thurston: Going forward.

Banegas: Correct.

Thurston: Okay. Let me see. I'm going to open it up questions for Commissioners. Commissioner Acosta.

Jo. Acosta: Got one. I don't know if it's for the engineer or for City staff. But so the stormwater management plan, like in the steep areas, how does that exactly look? Can you detail that for me a little bit, if I missed it?

Pompeo: Well obviously on the terrain that's out there now there's, you're covered by the hard cap over the desert floor plus the existing vegetation. So it's our intent by the larger lot development that the lots, to the max that they can be, just stays in its natural condition, undisturbed with both vegetation and the soils that are on the surface. Other areas, when the home developments come in or when the roadways are, we'll have to use stabilization techniques where there's cuts, but we would like, as we've looked and set pads on this area, as we've looked at development, we're trying to set those pads at the existing grades that that's at now, so we can keep earthwork to a minimum, so we can keep erosion to a minimum as well.

Jo. Acosta: So I guess in turn, yes, would there be like phasing, there's phasing to where that's going to be, so that you know some major flood wouldn't just kind of come while development's happening?

Pompeo: Well, it's our intent for the natural waterways that are out there now, whether it's the primary arroyo that's in a flood zone to the south or other areas farther to the north, we respect those areas and stay away from those with our development. So we're not going to be filling them in or realigning them. We're going to be respecting them and working around them.

Jo. Acosta: Thank you. And I do have one more question just in regards to safety. So narrower roads and pedestrian access, how does, how do you assess that kind of impacting things?

Pompeo: Well, if we go to larger lots then there'll be less traffic there. Some of the other techniques that could be used on a development like this, I don't want to get into specifics because we're not far along in the design, but other aspects are to have a narrower road section, but maybe have an offset trail as a loop through the area to provide more pedestrian safety away from the roadway itself. Other techniques on larger lots is to mandate through the development standards of that subdivision additional off-street parking, longer driveways and such to keep people from parking on the roadways themselves. So using those kind of techniques, if that is, once implemented then there wouldn't be a need to pave out to 35 or 37 feet like you would normally see in a residential subdivision. We can narrow those down to, say, 28-foot roadways, and they would provide appropriate access as long as the pedestrian safety and off-street parking was provided for.

Jo. Acosta: And so I don't know if this is for Vincent, but how do we potentially look at making sure that that gets implemented along the way? I suppose and not kind of just approved with narrow roads.

Banegas: So, Mr. Chairman, Commissioner Acosta. This is, the master plan process is the first step in the development process. Subsequent to that there's going to be the preliminary plat and then the final plat construction drawings. So those latter stages are kind of when the rubber meets the road so to speak, and that's when we know what they are proposing. That's when we go to additional review via DRC or Development Review Committee, and we have the standards in place already as to what they have to comply with and any deviation to that is a request to DRC specifically. So that would be brought to your attention at that time when those steps come forward for consideration by this body.

Jo. Acosta: Okay. Thank you, Vincent. I think those are kind of some of my questions and turn out to the rest of the Commission.

Thurston: Kaiser. Go ahead.

Kaiser: I have a whole host of questions. I'll try to go in some coherent logical order here, but no promises. First, I think most of my questions, at least at the beginning, are directed to staff. What is the overall difference in the

potential number of housing units that would be constructed between what is existing and what is being proposed?

Banegas: So, Mr. Chairman, Commissioners, Commissioner Kaiser. Staff did an analysis based on the data sheet or data housing count, density counts, that they provided, the applicant provided for amendment four and compare that to amendment five. The low housing count just assumes basically what they provide as the range of density for the planning parcels they reflect on their master plan. It takes into consideration even the slash use parcels, planning parcels, so if they show a single-family high-density residential and then a multi-dwelling medium-density residential, we would consider for just that planning parcel the single-family component as part of the low housing count. Conversely, on the high housing count, we would assume the multifamily or the medium-density multifamily component. So when we took that information and calculated it out in terms of number of units, for the low housing count you get a range. Obviously, they are providing ranges for the number of dwelling units per acre. And so you begin to see in amendment four, 235 to 862 homes, a number of units based on that information. On the high housing count, 235 to 1,376. And then on amendment five, given that it's more direct, singular type of zoning, you get 230 on the low end and 552 on the high end. In both instances for amendment four there's a potential for 3.97 acres of commercial. And with the possibility for additional commercial ranging or going up to 11.22. Those are part of the slash land use planning parcels, which they may or may not build to that standard. It should be noted that in the 2001 Code for commercial land you could conceivably build apartments. That was not a consideration with these housing counts. I looked at it as commercial is commercial. That's it. So in the amendment five for commercial, it's zero.

Kaiser: Okay. Thank you. I mean to me, this seems just like a significant departure from what they currently have available to them. That's already entitled. And it would appear that there's plenty of flexibility in what they can and cannot do. So just sort of thinking aloud here, you know I think one of the arguments that they're making is that there's no market for certain types of development. But it seems like they already have plenty of flexibility to do the things that they think better fit market realities. Just in the housing alone and then the commercial and the mixed use components, it seems like there's plenty of flexibility there. So I guess my question is, why now? What, why now, why this significant change? So that's a question. I don't know. The applicant is welcome to respond to that. But I want to hear kind of staff's perspective first. I mean, do you have a sense of...

Banegas: Mr. Chairman, Commissioner Kaiser. From this staff person's perspective, they have an opportunity to develop the land. And I think they have an idea as to what they want to do. It's been conveyed through the DRC minutes of the type of development they're pursuing. I think it was touched on here this evening. And I think they're ready to roll with it. And it kind of flies a little bit in the face of what exists today.

Kaiser: Okay. Well, maybe pose the question differently. When this was amended, I guess amendment four, what was the rationale for what ended up being approved?

Banegas: Mr. Chairman.

Kaiser: What was staff's analysis, basically, of that?

Banegas: Good question. I wasn't here during that time. But I can assume in like fashion you had the potential for development in concert with what they were proposing in amendment four. Keep in mind amendment four was really to clean up a parcel that was outside the boundary for this amendment five. So amendment four was more cleanup in an area that does not fall within the boundaries of five. But some of the others, three, two before that, etc., there's a lot of, in fact I provided some information in the packet that kind of described some of the changes and the history of those changes. And it just seemed to me that there was a lot of differing opinion on how much acreage should be allocated to this land use, etc.. And you know it kind of vacillated back and forth between amendments. But why that happened, I couldn't tell you.

Kaiser: Okay. Thank you. And then there was a comment at some point about the density being that is under what they currently have amendment four being inappropriate for the suburban neighborhood. And I just wanted to point out that actually the gross density for multifamily is 15 to 30 dwelling units per acre, which I believe is what is currently there. Right, under amendment four.

Banegas: I believe that's correct. Yes. For the multifamily component.

Kaiser: Correct. So basically multifamily is appropriate in this suburban neighborhood at 15 to 30 dwelling units per acre.

Banegas: Correct.

Kaiser: Thank you. Going back to what, a question Chair Thurston had about the neighborhood, neighborhood centers. I believe the question that you had was what is the distance to the closest neighborhood center from this part of the development? Do you know the answer to that?

Banegas: I do not.

Kaiser: Okay. So, do you accept the, does staff accept the rationale that the applicant put forward that these other neighborhood centers are more appropriate than what presumably could be located in this location with, under the current amendment four.

Banegas: Mr. Chairman, Commissioner Kaiser. The comprehensive plan is rather unique as it looks at neighborhood centers, particularly. There's language in there that talks about the ability for the location of neighborhood centers to shift slightly. And that's literal context. And then there's another section that kind of implies that they can be relocated to a much greater extent. So there's kind of two provisions if you will in that policy that conflict. So which one's right, which one's wrong, I couldn't tell you. I could just tell you that the portion that I referenced as it relates to the three locations near this boundary certainly seems to imply that a slight shift is warranted.

It also says that in the neighborhood center context that this is above and beyond any commercial corridors, any other neighborhood centers, and any other town centers. So if you look at that language then the distribution of neighborhood centers throughout the City is certainly implied.

Kaiser: Okay. Thank you. Just to kind of pull on that thread a little bit more. So the neighborhood center is defined and Elevate Las Cruces is that these are walkable activity centers to provide local employment, shopping, entertainment opportunities, and provide for a diverse mix of residential living options. Neighborhood centers are located at key neighborhood intersections and provide transition between single-family residential neighborhoods and areas of higher development intensity. So I certainly can see how you might want to flex this you know to find the best location. But I'd also counter that part of the whole reason you have a neighborhood center is to provide amenities that are more easily accessible by transportation modes other than the vehicle. And given that we don't know how far the closest neighborhood center is to this section of the development, I'm having a hard time tracking how that specific change would be consistent with Elevate Las Cruces.

I also want to point out, and I know that this development is not beholden to the Realize Las Cruces development code that just took effect, but one of the central points of that effort was to create more mixed neighborhoods, neighborhood amenities, different types of housing. That was one of the driving factors behind that. And I know they're not beholden to that code right now, but I see amendment four, what they currently have, as being more in line with what we just did than what they're proposing here tonight. I see this almost taking a massive step backwards. So I just want to point that out that I think, while I recognize that there's a need for some of the flexibility there, I'm not quite sure I see an analysis that tells me that they're being consistent or in line with the spirit of both Elevate and the process that we just undertook with the updates to the development code.

I also just want to point out because the comment came up that you know the market sort of dictates things that we do, and these commercial parcels have gone undeveloped around Sonoma Ranch. It's also true that low-density development, residential development, undercuts the economic realities of commercial development. When you have a low-density

dispersed population you can't support those smaller neighborhood retail and commercial centers. It just doesn't work. That's why you have to have these massive strip malls. It's why you have to have the Walmart supermarkets, because that's the only thing that can support a low-density population. What I see with amendment four is an opportunity to actually increase the density and to make those now more viable. If we just sit here and say, well the developer doesn't think that you know commercial is ever viable, then we're just going to end up with sprawling residential single-family development and no commercial services. So it is a balance for sure, but I don't think we can easily just dismiss that and say, well the market didn't support it in the last five years and therefore we're just going to turn everything into single-family low-density residential.

The other thing I wanted to point out, and maybe staff could talk a little bit about this, but I noticed in one of the staff reports or in the staff report I think it was one of the exhibits, it would appear that almost all minimum residential density requirements would be eliminated under this proposal. Is that correct?

Banegas: Mr. Chairman, Commissioner Kaiser. That seemed to be a theme in the latter amendments, but yes, the minimum goes away. It's just capped at a maximum, and that started, I think four reflects some of that, and if I'm not mistaken three as well.

Kaiser: So we find ourselves in a housing crisis. Why eliminate the floor? We need, simply put we need more housing, and now we have an opportunity to do so with amendment four, and with amendment five, we're basically saying 230 is, they could do less than that. I mean would eliminating minimums be appropriate in staff's mind? Does staff support that?

Banegas: I think, Mr. Chairman, Commissioner Kaiser. A more important component to that is the zoning code, and the densities that are outlined there.

Kaiser: But if we're saying there's no minimum density, they could build less than what the zoning code says. Is that correct?

Banegas: That's correct. Just as an example if I could, a little bit, R-1c is intended to be, that's one of the zones that would pertain to the single-family low-density land-use planning parcels that are being proposed. The R-1c is intended to be our urban large lot type of development. It comes in at a maximum number of dwelling units per acre at one. That's not uncommon for any of the zones that we have. The maximum density is at four, but that's in the code. That's already there. That's in the 2001 Development Standards code. There's a maximum. There's no minimum. So even if the master plan said there is a minimum, if the language remains as it's shown today in the 2001 Code, they could still go below it, because there's no minimum in this development standard table. There's a maximum, but no minimum.

Kaiser: Okay. Thank you. And then I think, at least for the moment, my last question is kind of to the point of land disturbance, stormwater management. It seems like one of the arguments the applicant's making is that by reducing density, it would actually reduce land disturbance, grading requirements, whatever it may be. Was there any consideration for any type of cluster development that would essentially achieve the same thing, in fact probably reduce the land disturbance even more? So if that was a central tenant in this update, was there any consideration for something like that?

Banegas: Mr. Chairman, Commissioner Kaiser. It's funny you brought that up, because as that question was asked, that came to mind, but it certainly wasn't part of the discussion I've had with the applicant and/or the design professional. Paul.

Kaiser: Okay. Thank you. That's all I have for the moment.

Thurston: Anybody else? All right. We're going to move on to public comment now. And I've got to find my sheet real quick. We're going to start on public comment on the, do you want to go front to the back? We're going to start on the left side, my left side, and we're going to start in the front. Any of those who have public comments, go ahead. We'll go for the first row. Anyone, public comment? I guess I should say raise your hand if you do want to talk on the left side. We've got one in the back. First go on and go ahead and come on up. I've got to swear you in, and then also we're going to give you two minutes to talk.

Harris: My name is Michael Harris, for the record.

Thurston: Okay, Michael. Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Harris: Yes.

Thurston: Thank you.

Harris: Thanks, Commissioner and Chair. So up front, I don't live in this area, but my work does take me through there quite often. I used to live in the area also, kind of in that Sonoma Ranch development. And I had e-mailed a comment saying that I was kind of generally in favor maybe of this change. But also you know I have a lot of mixed feelings about it. Having the commercial there right in the neighborhood is generally good. I think people should be able to go there and not be forced to walk. I think in answer to a lot of the questions, the answer is two miles. I checked that on the map, so you can cross-check me, but to the nearest commercial area I think it's two miles. So that's quite a ways to have to drive for any sort of service. That said, putting denser development on the outskirts of town and forcing all of those people to drive into town where there's actually commercial

development is not so great maybe from a traffic perspective. And it does sound like there might be legitimate technical reasons why you might want lower density in this area. Certainly having to move a lot of dirt is not real environmentally friendly. There's the flood control issues and all of that. And plus the low density development is also not real financially stable for the City. You know it costs a certain amount for the City to provide utilities to a certain amount of road. And if you've got 10 houses on that road, that pays for that stuff a lot better than if you had five houses or two houses. So, you know, long-term sustainability is also a question. But moreover, I think that we should listen to the folks who live there and see what they want.

Thurston: Go ahead. Come on up.

V. Helwick: Hello. My name is Vicki Helwick.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

V. Helwick: I do.

Thurston: Thank you.

V. Helwick: First of all, I'd like to say that our family is supportive of this zone change. According to Mr. Banegas' presentation, Sonora Springs and Pagosa Hills are currently considered minor arterial roads. This will undoubtedly change if this is further developed. We would recommend, our family would recommend, that Sonora Springs from Calle Abuelo East to Pagosa Hills be modified to include medians and speed bumps, such as you can find on Calle Jitas west of Sonoma Ranch. Therefore, we recommend that you, the Commission would vote for option three, that is to include these street modifications but to approve it. Thank you. Thank you for the Commission.

Thurston: Thank you. All right, we were on row, I think it was six. So we are now on row seven. In the blue shirt in the back left.

Vantine: My name is Steven Van Tine. I'm president of the Sonoma Ranch area.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Vantine: I do.

Thurston: Thank you.

Vantine: Just had a concern about the tax base. How will the fire and police be supported with these changes? Will there be an increase in taxes, i.e., like a *(inaudible)* tax, like they do in other suburban areas? Has that something that's been considered?

Thurston: I'm being told we just take comments right now and then we'll address all of those afterwards.

Vantine: Okay. That's all I had. Thank you.

Thurston: Thanks. All right, next left.

Wasson: Good evening. My name is Mary Wasson. I am a resident of Sonoma Ranch East. And in answer, oh sorry.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Wasson: Yes.

Thurston: Thank you.

Wasson: In answer to your question as to how far this area in question is from commercial, it is approximately, my sister lives very close to Sonoma Ranch where you have a lot of commercial availability, but yes nothing has been built up yet. So in fact if you did, you were to build up that as commercial on Sonoma Ranch, this whole area you could walk it would be approximately 15 minutes from anywhere in the neighborhood to Sonoma Ranch, so give or take a, depending on how fast you walk. So hopefully that answers that. I think we're all happy. I think you can see that from the turnout today, that we care very deeply about our neighborhood. We have invested heavily, in fact, for most of us our life savings. And I would venture to say that the majority of people here are very much in favor of the passage of these plans as presented. Thank you.

Thurston: Thank you. We're in the very back row. Here we go.

Provencio: Hello. My name is Joey Provencio. And I live, oh, go ahead.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Provencio: Yes, I do.

Thurston: Thank you.

Provencio: So I'm coming from the standpoint of a father of three young kids. We just bought a house right on Pagosa Hills, and I'm all for high-density areas. But it seems like to me, the City is doing it backwards, like they should have done that. They need to do that in an area where it makes sense, where there's not already a bunch of residential homes. Like there's, me and my wife and my kids always take walks through there. And I can just imagine,

commercial comes in, like that ruins our walkability because that's a big street that, Sedona Hills, that's like a four-way lane, and I can just imagine that becoming super high traffic. So I don't think you're going to get this walkability thing that you guys want. I think high-density needs to be more in like a downtown area where there's more shops. You know what I mean? I live just right, I can get in my car five minutes, I'm at Walmart, five minutes, I'm at Starbucks. I don't think we really need that. I honestly think the walkability would be worse in that area. And I'm all for this amendment.

Thurston: Thank you.

Provencio: Thank you.

Thurston: All right, we are now, did I get everybody on the left side? We have one more, okay.

Atwood: Hello, I'm Linda Atwood.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth, and nothing but the truth under penalty of law?

Atwood: I do.

Thurston: Thank you.

Atwood: My concern is that I live in Sonoma Ranch East, right in the neighborhoods that leave out onto Pagosa. We have one entry area into all of our homes in Sonoma Ranch East one, two, three, and four they go up Pagosa Hill, which it winds up a hill and back down a hill. It's a windy little road. And the only way into our homes is Pagosa. There are walls all the way around the side, walls all the way around the back on Calle Abuelo. There's no way out of our neighborhood except onto Pagosa Hills Avenue. If it got to be high density on the other side of Pagosa, it would create tremendous problems just getting home, just getting into our neighborhood, because we only have these little roads coming out onto Pagosa, and that's how we get home. That's how we get back. So we're very concerned that that would be high density across the road with a lot of traffic coming and going and keeping us from entering the road.

Thurston: Thank you. All right, we're going to move on to the right side in the front. Anybody comment, first row, second row, we're going to the fourth row. Go on ahead and come on up.

Lucas: Hello. My name is Aaron Lucas.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under the penalty of law?

Lucas: I do.

Thurston: Thank you.

Lucas: I've been here before when they went to amendment four and they added the commercial H-33 and H-32, which I thought was kind of interesting. But after five years, as was pointed out, nothing's happened on Sonoma Ranch. If you want commercial area close, build something in Sonoma Ranch Boulevard. That's it. If you want this community center, build it on Sonoma Ranch Boulevard. It's within a mile. Instead of putting it off somewhere where it's been shown we're not interested. We love this idea of a very wide area with a gradient kept, low density, because we do have problems getting in, and it seemed from maps that were shown on a trash barrel in our area that the entrance and exit of both of those areas are going to be off Sonoma Hills Boulevard. Is that correct? Or did they leave already? Yes. Is that correct? Yes. He says it's correct. So we're all happy with it, and thank you for being here on the first day after a holiday so late in the evening. I appreciate it. And that's about it. The other questions were about is it going to be a gated community? Do you know?

Thurston: Can you talk into the mic for us?

Lucas: Yes, that's it. I just, but he was here and you're here, and that never came up because it's not soon enough for that. But thanks for your time.

Thurston: Thank you.

Lucas: Bye-bye.

Thurston: All right, man in the blue shirt.

Shelley: My name is Brent Shelley.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Shelley: I do.

Thurston: Thanks.

Shelley: All right. I want to add to the commercial zoning that's a mess and hasn't been used. I'm an owner at Sonoma Ranch two, and at the corner of Calle Abuelo and Calle Jitas, where it curves right there, there is a lot that's been for sale for the five years I've been there, and it's nothing but an overgrown weed pit. Nobody wants it. Okay. Grow what you have or sell what you have before you go and build something new. And then, in addition to what the lady said about the modifications for speed bumps, okay, I'd like to second her because need street modifications on Calle Abuelo and Calle

Jitas because they have become racetracks. My home is pretty much at the corner on the loop of Galisteo and Calle Abuelo. You go out there right now, and there are skid marks all over the place because people are out there using that as a drag strip. Okay. We have, right down the street, half a mile, within your one-mile range, is the police department, and we have no coverage. Thank you.

Thurston: All right. We're going to go to row five. Anybody in row five? Anybody else on the right that would like to speak? Here we go. Come on up.

Starbuck: Diane Starbuck, for the record.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Starbuck: I do.

Thurston: Thanks.

Starbuck: I live on Petaluma Avenue, which is west of where Mr. Moscato is considering putting in the higher density. I would like to thank Mr. Moscato for rearranging the park situation. There are two small neighborhood parks, but they are both in the south neighborhoods, and the northern neighborhoods, we can't really walk to those unless you want to spend some time. So to have a park on the north side would be really great for everyone who lives north of Calle Jitas Boulevard. I would like to second what the last gentleman said. There is commercial development. I did not see it on the map that was displayed. There is a little corner there on the corner of Calle Jitas, and whatever he said, that was correct. And it's been empty. I've been there seven years. It's been empty. And like he said, it's weed infested. If someone wants to do commercial businesses there, that has always been there for them.

I'm also concerned about if when this is developed, is Calle Jitas Boulevard going to be extended for the construction vehicles? Otherwise, they are going to have to be driving through neighborhoods on Petaluma or Azure Hills Road. That's the only other way to get back into that area. Thank you.

Thurston: Thanks. Is there anybody else on the right-hand side? I guess we have one hand left. Here we go. Come on up on the left hand.

J. Helwick: My name is John Helwick. I live in Sonoma East.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

J. Helwick: I do.

Thurston: Thanks.

J. Helwick: I was looking at amendment four and amendment five. Has anybody taken into consideration the water usage on all of those residents and how it would affect the water usage in all of Sonoma Ranch? Amendment four has got approximately 2,000 residents that are planning to move in there. Thank you.

Thurston: Thanks. All right, anybody left on the right? I believe that is everyone. So we're going to go ahead and close public comment. Oh, got one more. Found the courage. Here we go.

Garcia: My name is Janice Garcia, and I live on Pagosa Hills Avenue.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Garcia: Yes. I'm just going to give my two cents here. I'm living on Pagosa Hills, and when we first moved into our house almost 18 years ago, I considered it a dream house for us. I was looking for something with views, and we found one, beautiful views of the Organ Mountains right outside our front door. When we are having dinner with our beautiful windows, every time people come over to our house, what amazing views. And the realtor told us, don't worry, they're not building anything out here. This land, you don't have to worry about it. And so that was one of the selling points of why we purchased that home. And it took a lot of homes looking at many homes because that's what we wanted. Also, the street in front of us, Pagosa Hills, we didn't have that much traffic. And now, of course, as Linda stated, all the houses there behind us in the area, they have to use that road to get to their house, which is fine. But other, especially now with the recreation center there, there are people driving not 25 miles per hour. We also have a lot of the vehicles that ride in the desert out there that are going out there, kids on their dirt bikes, and they're just going crazy on the road, you know. It's ridiculous. I worry that there's going to be an accident soon out there, and that is without this proposal coming to light. So I'm just worried about our street. I'm worried about our neighborhood. And I don't want it to get worse than what it is already. So I'm also worried about the drag racing that's going on. Those guys are good at it. They race two, three races. Cops are going to come, and they take off. I just want the assurance from those who are going to be building. Thank you.

Thurston: Thank you. All right, we're going to close public comment now and go back to the Commissioners. Does any of the Commissioners have anything else? Kaiser.

Kaiser: Yes, I appreciate everyone coming out this evening to speak on this item. I just wanted to clarify a couple things with staff. So can you just clarify once more what it means to not have a minimum density?

Banegas: Mr. Chairman, Commissioner Kaiser. In relation to the master plan, master planning, at least from the perspective of what the City of Las Cruces has done for a great many years is they typically will provide your low and high range for the variety of land use designations they propose in any given planning parcel. What I saw with this master plan is that through the various amendments, you started out with high, low, and then they got away from the low, but you still have to point to the regulations in effect, the zoning regulations in effect. So even though the master plan might not have a minimum, the zoning which ultimately gets approved for whatever amendment takes place, it is stipulated in a page of the development standards that illustrates all the zoning designations, what the maximum density allowance is. There is no minimum density. So even though the master plan may or may not have a minimum, as long as the zoning coincides with the land use designation, they can certainly develop to a lower density standard, but not a higher standard. There's a cap, a maximum, but no minimum.

Kaiser: Okay, so basically there's no requirement for them to build high density anything.

Banegas: That's correct. They could go below that.

Kaiser: Yes. Okay. And in fact, there's no requirement for them to build any multifamily.

Banegas: That's correct.

Kaiser: Per the current zoning, there's no requirement for high density multifamily development.

Banegas: That's correct.

Kaiser: So as it stands today, there is no requirement that multifamily high density development would take place here. That it is at the discretion of the developer, giving them flexibility. So the fact that by not approving this amendment, suddenly a high rise tower is going to go out in the middle of the desert, that's not true. So I just wanted to clarify that.

I also want to clarify because there was a comment about one of the existing roads, I believe it was Pagosa Hills. The, any, if the developer chose to do any higher density residential development, again there's no requirement for that to take place, but if they wanted to, that would take place not on Pagosa Hills, but off of Mesa Grande Boulevard. So there wouldn't be apartment traffic coming and going off of Pagosa Hills, according to the current amendment number four.

Another thing I noticed in the staff report, actually just a moment ago. So the table that you had provided when I asked about the number of housing units, I also just now noticed, and I apologize that the table in the staff report was formatted and it was hard for me to understand. But there's also this proposed build-out number 117 that happens to be the same for the low and the high. So is 117 units what the applicant is actually proposing to develop?

Banegas: Paul or John, would you like share with us what the actual development is? I'm going to defer to the applicant or applicant representative for that

Pompeo: Currently we are looking at layouts that consist of approximately one acre lots with a total build out of 58. But I'm not standing here before you guaranteeing that that's what the final number will be but somewhere what we're looking at right now.

Kaiser: All right. Thank you. And that 58 would be regardless of this amendment, correct. You could do 58 under amendment four.

Pompeo: Well as we, Mr. Chairman and Commission. As we go forward with this land-use application and variances to roadways and preserving topography and all these things, one of the goals in developments we have to have some certainty that that's what we can get to. And if we're stuck on high density or we're stuck on commercial, all those things, there's no guarantee that a preliminary plat is going to be approved by this Commission, which may not be you all, maybe others. So we believe that the zoning and the land use should be complementary to what we're actually proposing to do on the property.

Kaiser: But couldn't you accomplish the same? I mean what I see the current zoning. I mean, it's basically R-1b. I mean, there's a couple little tiny parcels for C-3 but everything else is R-1b. Am I, am I misreading?

Pompeo: No, but we just, Mr. Chairman Commission. We just believe that the application with the zone change to remove some of the commercial properties, to set aside vast amounts of open space, natural open space recreation, arroyo lands and things like that, is more complementary to the end product that we're trying to do.

Kaiser: Okay. Thank you. My final point was is I think there are some good things to this application. I think the parcel, the park being relocated, the additional open space, the protection of the arroyos, those are all good things. I'm just, I'm skeptical that the way we're going about it is the right way. So that's just where I stand. It seems like there's already plenty of flexibility, or if the goal really was to do these very specific things of reducing land disturbance, increasing open space, addressing some of the other things that we just spent four years talking about and seeking to address with the new development code, it really feels like we're, we're, we're just missing it

somewhere. And that's just, that's just me. That's where I'm coming from. But I think there's other ways to accomplish the things that we're talking about tonight.

Pompeo: Mr. Chairman. If I might just respond to a couple of the questions. I think that if you look at the aerial image, can you get me back to the aerial. Thank you. I mean as you're aware I sat with you on those committees and we talked a lot about this and a lot of those concept, majority of those concepts are very good. But I want you to take a good look at the aerial that's before you. This land was developed by Sonoma Ranch Limited back when 20, 25 years ago that was the development pattern. Mr. Moscato has purchased this land and him and his other business partners have purchased this. This is a whole new way of looking at going from amendment four which was under one group of developers going to amendment five which is on a new development. Also things have changed in terms of the demand for a product. The people that you heard that live in the adjacent neighborhood, although the concepts of having these clusters of commercial for these neighborhood uses I don't believe can be supported by this land and the people to the west have already bought into a development pattern which they're, they, you know you've heard from them, they should be respected. And I, and as we go forward into other undeveloped areas, I mean look at the state land to the west. I mean after Mesa Grande comes, and it will come someday, Then there's going to be the state land leases, there's going to be development, and you're going to see development on the adjacent lands one square mile at a time. And If we look back to Vistas at Presidio, which all of this area was mapped out and zoned and such, there's all kinds of commercial activities. But we believe that that would be based on a new development pattern. I just simply submit to you that this is the final area of Sonoma Ranch East. The development patterns have been set by previous development and now we're just trying to go a couple of steps down so as once again respect the stormwater topography. So that's why we believe our application is sound. And we stand before you and hoping that you'll approve it.

Kaiser: I appreciate that perspective. I guess the follow-up point I would have for staff is even under the current, or I guess the previous code, the 2001 Code, they would still be required to address things like not building in the arroyo floodplain. Correct. There would still be development standards that would protect these sensitive resources in their development, absent this official open space reserve parcel, correct.

Banegas: That's correct.

Kaiser: So I guess the point I'm trying to make is I think we're undercutting ourselves, and I respect Mr. Pompeo and I think we both know that we can respectively disagree with each other and we have at times on the technical advisory committee for Elevate, or Realize Las Cruces. So I think from my perspective it just seems like there's just a different way to go about getting

the same things. And I also want to point out that this zoning that's currently there has been there for, how, when was that approved, in 2008 I believe is what you said. So it's been there for a while. These aren't, this isn't a surprise.

Banegas: 2020.

Kaiser: 2020 was amendment four where they increased the options. Okay. So it's been there, you know it's still been there since 2020. So I guess from my perspective it, I just think there's other ways to accomplish the same goals without rewriting it for the sake of rewriting it. My point of view.

Banegas: Mr. Chairman. Point of clarification. If you're, Commissioner Kaiser, if you were referring to the original approval. Yes, that would've been 2000 what did I say five?

Kaiser: Which would have included the, what we current, what we're currently looking at this evening.

Banegas: Well the …

Kaiser: Or some version of it.

Banegas: Yes, some version of it. Correct. An early version of it. The original version.

Thurston: Anybody else got any questions? Okay. I have just one last question on there. Can you go to the web or to the viewer? It shows the open space, the new open space on version five.

Banegas: Yes.

Thurston: It's, so that's the, that one right there. Eight, O, one. Is there going to be any access to that for like trails or anything like that? Because If you're preserving it, is it just, are we backing up to that or are we going to have any trails so people can walk in the arroyos?

Banegas: Mr. Chairman, members of the Commission. As it's currently proposed the land use is designated as flood control and open space natural conservation. I don't, otherwise it'd have a recreational designation associated with the open space. And since it does not I would assume it wouldn't be prohibited but it's not going to be …

Thurston: You answered my question when you said it was the flood, if there's flood in there. Because if you put trails in there then it's just going to get washed away. So, thank you. That's all I had.

Ja. Acosta: Mr. Chair. I'd like to make a motion, please. I make a motion to approve the proposed master plan amendment as known as Sonoma Ranch East II amendment number five, case number 24CS0500131.

Thurston: I'm being told for, we don't need another motion because the motion is already on the table. We just need to call for it, call for a vote. Is that correct? So then teach me on the process of that. We just say, so we're just call for a vote and but we're just saying the call for a vote of yes. How do you clarify that be whether it's a yes, a no, a table?

Faivre: So I'll do the roll call right now. The first one being on their master plan amendment. The second one being on the zoning change. So it's on the case regarding the master plan amendment. Commissioner Acosta.

Jo. Acosta: Yes.

Faivre: Commissioner Acosta.

Ja. Acosta: Yes.

Banegas: Point of clarification if you could base it on findings.

Thurston: I thought we don't have to this year.

Banegas: No. Is there? Okay.

Faivre: Commissioner Acosta.

Jo. Acosta: Yes.

Faivre: Janet, Commissioner Janet Acosta.

Ja. Acosta: Yes.

Faivre: Commissioner Kaiser.

Kaiser: No. I just don't think that there was enough analysis here tonight to determine that this is consistent with Elevate Las Cruces.

Faivre: Chair.

Thurston: Yes.

Faivre: Okay. Motion passes. This one is on the amendment for the proposal for the zoning change. Commissioner Acosta.

Jo. Acosta: Yes.

Faivre: Commissioner Janet Acosta.

Ja. Acosta: Yes.

Faivre: Commissioner Kaiser.

Kaiser: No, based on my previous statement of what I believe.

Faivre: Chair.

Thurston: Yes.

Faivre: Motion passes. Thank you.

8. DISCUSSION

8.1 Discuss the El Paseo and S. Solano Metropolitan Redevelopment Area Plan.

Thurston: All right, we will now move on to the discussion item, 8.1 which is the discussion to discuss the El Paseo and South Solano Metropolitan Redevelopment Area Plan.

Flores: Good evening, Chairman and Commissioners. For the record I'm Blairre Flores with the City of Las Cruces Economic Development Department. We are here this evening to present the El Paseo and South Solano Metropolitan Redevelopment Area Plan which has been prepared by Sites Southwest over the past year. The plan was shared with you in advance of tonight's meeting and we hope you've had the opportunity to review it.

To provide some context a metropolitan redevelopment area or an MRA is a designated area within a city that has been identified as physically or economically blighted and in need of revitalization. At this time, I'd like to introduce Dani Wilson from Site Southwest who will provide a more detailed overview of the plan and its contents.

Wilson: Thank You Blairre. Move this down. Can you all hear me all right? Okay. Good evening. Mr. Chairman, Commissioners. And thanks for making time for hearing this today. As Blairre mentioned the draft plan was shared with you a few weeks ago. So tonight I'm not going to go through the thing in its entirety, you know it's about a 160 pages long without the appendices. So I'll provide you with some of those highlights and really focus on what our recommendations are for implementation and next steps for City staff to make sure that this plan continues to live on beyond the plan stage and has projects that are actionable for the City moving forward. I think I can control this. Yes, I can. Okay, so quick context and background here for those who are new to the process. My name is Dani Wilson, as I mentioned, but I'm a planner with Site Southwest. I was the project manager on this project We also worked with three sub-consultants to provide more context for specific aspects of the project. So Civic Plan Studio was our urban design partner on the plan there. They're no strangers to Las Cruces. They also helped us out with the East Lohman Redevelopment Master Plan. And

Sara Gonzales

From: Daniel Peters <dano1030@yahoo.com>
Sent: Tuesday, May 27, 2025 2:00 PM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez; Beth Peters
Subject: P&Z Cases 24CS0500131 & 24ZO0500130 / 5-27-25

You don't often get email from dano1030@yahoo.com. Learn why this is important

I am a resident of Sonoma Ranch East II HOA. My wife and I are not in favor of developing the areas proposed by the city. However, if the land is to be developed, we prefer low density housing without the addition of apartment complexes.

Thank you

Daniel & Beth Peters
2519 Monticello Drive.

Sent from Yahoo Mail for iPhone

Sara Gonzales

From: Patricia Karr <patricia.karr@hotmail.com>
Sent: Tuesday, May 27, 2025 3:38 PM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; eentiquez@lascruces.gov
Subject: P&Z Cases 24CS0500131& 24ZO0500130/ 5/27/25

[Some people who received this message don't often get email from patricia.karr@hotmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello,
We are residents of the Sonoma Ranch East II HOA, and are strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer.
Thank you.

Patricia L Karr
William B Barron

Sent from my iPhone

Sara Gonzales

From: Giuseppe Portillo <giuseppeportillo@gmail.com>
Sent: Tuesday, May 27, 2025 1:10 PM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 24CS0500131 & 24ZO0500130 / 5-27-25

[Some people who received this message don't often get email from giuseppeportillo@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

> Hello
> I am a resident of the Sonoma Ranch East II HOA, and am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer. The denser population would add to the more congested traffic patterns.
> I am unable to attend this evenings city council meeting due to a previous engagement.
> Please support the developer's proposal.
> Thank you
Peppe Portillo
Sent from my iPhone

Sara Gonzales

From: Jan McClure <jangoodmcclure@gmail.com>
Sent: Tuesday, May 27, 2025 1:03 PM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 24CS0500131 & 24ZO0500130 / 5/27-25

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I am unable to attend this evenings city council meeting due to a previous engagement.
Please support the developer's proposal.
Thank you
Jan McClure

Sent from my iPad

Sara Gonzales

From: Michael Harris <michael@harrisfamily.cc>
Sent: Tuesday, May 27, 2025 11:53 AM
To: Development Services
Subject: Comment on CASE 24CS0500131 and 24ZO0500130

Some people who received this message don't often get email from michael@harrisfamily.cc. Learn why this is important

Greetings,

Sorry for the late response, but I wanted to offer some input on P&Z CASE 24CS0500131 and 24ZO0500130 that will be discussed tonight.

I do not live in the neighborhood, but my work takes me through the area regularly and I have watched it grow.

My reading of the requested change is that the developer wants to replace a planned commercial area with low-density residential. As the applicant themselves stated, this will leave existing and new residents alike with no choice but to drive over 2 miles up to Northrise/Sonoma Ranch/Rinconada for any commercial needs. By definition, that decreases convenience and increases traffic congestion. The additional housing units will put hundreds more cars on the street in front of the existing residents, exacerbating congestion and increasing noise and pollution for people who bought into the area assuming that there would be a nice little commercial district nearby. It seems unlikely to me that the neighborhood center would attract outside traffic. The area is relatively out of the way and definitely seems best suited for local-scale businesses.

Overall, this requested change does not seem like a good deal either for people who already live in the neighborhood or for those who might move into the proposed new units. It might be a good deal for the developer.

Again, I'm not from the immediate neighborhood, so I would defer to the desires of nearby residents. But I have lived her for a long time and been around a lot of other towns where I pay attention to traffic and growth patterns, so I wanted to offer some perspective.

Thanks for your consideration,

PS - I plan to attend the meeting this evening and can read this in person during public comment, if there is any.

Thanks!

-Michael Harris
Las Cruces Resident, Business owner

Sara Gonzales

From: RICARDO PLASENCIA <rplas1@ameritech.net>
Sent: Tuesday, May 27, 2025 9:09 AM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 34CS0500131 & 24Z00500130 / 5-27-25

You don't often get email from rplas1@ameritech.net. Learn why this is important

Good Morning, We are residents of the Sonoma Ranch East II HOA, and we are strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer.
Thank you,
Ricardo & Lorita Plasencia

Outlook

Re: P&Z Cases 24CS0500131 & 24ZO050130/5-27-25

From Dennis Hansen <apricot1999@gmail.com>
Date Sun 5/25/2025 11:22 AM
To Sara Gonzales <sgonzales@las-cruces.org>; Chris Faivre <cfaivre@las-cruces.org>; Eric Enriquez <eenriquez@lascruces.gov>

Some people who received this message don't often get email from apricot1999@gmail.com. Learn why this is important

On Sat, May 24, 2025 at 3:50 PM Dennis Hansen <apricot1999@gmail.com> wrote:

> I am a resident of the Sonoma Ranch East HOA. I will be unable to attend the meeting to discuss the plans for development of Sonoma Ranch East mentioned above. However, we are strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer. Thank you.
>
> Sincerely
> Dennis and Liz Hansen
> 4404 Miramar Arc
> Las Cruces, NM

Outlook

Case numbers 24cs0500131 and 24zo0500130

From realscm <realscm@aol.com>
Date Sat 5/24/2025 4:37 PM
To Sara Gonzales <sgonzales@lascruces.gov>; Chris Faivre <cfaivre@lascruces.gov>
Cc Eric Enriquez <eenriquez@lascruces.gov>

You don't often get email from realscm@aol.com. Learn why this is important

I live at 4465 Miramar Arc and would like to see these plans approved.

Steven George

Sent via the Samsung Galaxy S10e, an AT&T 5G Evolution capable smartphone

Outlook

P&Z Cases 24CS0500131 & 24ZO0500130/5-27-25

From elaine@mediadesign-mds.com <elaine@mediadesign-mds.com>
Date Sat 5/24/2025 2:39 PM
To Sara Gonzales <sgonzales@lascruces.gov>; Chris Faivre <cfaivre@lascruces.gov>
Cc Yvonne Flores <yflores@lascruces.gov>; Eric Enriquez <eenriquez@lascruces.gov>

You don't often get email from elaine@mediadesign-mds.com. Learn why this is important

Hello, I am a resident of the Sonoma Ranch East II HOA, and am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer. Thank you!

Elaine Webster
4473 Miramar Arc
Las Cruces, New Mexico 88011
707-953-7393
elaine@mediadesign-mds.com

Outlook

P & Z Cases 24CS0500131 & 24ZO0500130 / 5-27-25

From D&L <dandlpropst@protonmail.com>
Date Sat 5/24/2025 2:02 PM
To Sara Gonzales <sgonzales@las-cruces.org>; cfairve@las-cruces.org <cfairve@las-cruces.org>
Cc Yvonne Flores <yflores@lascruces.gov>; Eric Enriquez <eenriquez@lascruces.gov>

You don't often get email from dandlpropst@protonmail.com. Learn why this is important

Hello, I am a resident of the Sonoma Ranch East II HOA residing at 4497 Ojo Caliente Circle. Being unable to attend the P & Z meeting on Tuesday, May 27, I wanted to express our feelings on the proposed plans. My wife Linda and I are STRONGLY IN FAVOR of SIERRA NORTE'S DEVEOPMENT PLANS. We are in favor of only single-family low-density development in our neighborhood and doing so so will only enhance the area. We also agree that smaller lots or multi-family development would not be compatible with neighboring property. We are also in agreement that other areas should be considered regarding commercial development.
Please APPROVE these two cases as presented by SIERRA NORTE DEVELOPMENT at your meeting on Tuesday, May 27 @ 6:00 pm. Also please feel free to reference this communication at said meeting should you wish to. Thank you.

Dale & Linda Propst
4497 Ojo Caliente Circle
Las Cruces, NM 88011

Sent with Proton Mail secure email.

Outlook

Case #'s 24CS0500131, 24Z00500130

From Tim Williamson <timothyleewilliamson@yahoo.com>
Date Sat 5/24/2025 1:16 PM
To Chris Faivre <cfaivre@lascruces.gov>
Cc Sara Gonzales <sgonzales@lascruces.gov>

You don't often get email from timothyleewilliamson@yahoo.com. Learn why this is important

Respectfully submitted,

I am a homeowner in the Sonoma Ranch East subdivision in Las Cruces. I own property on Galisteo Loop which has over 170' of property frontage on the rear at the intersection of Calle Abuelo and Sedona Hills Parkway. This is the intersection that the City of Las Cruces allows drag racing and sideshows at all hours daily as evidenced by the burn-out tire marks in the intersection.

I am deeply concerned about the City proposal for development of the adjacent lands as high density. This is not in keeping with the standards of community that we bought into. Our realtor assured us that the City's plans were to develop the adjacent area into 1 acre high end homes. She was not giving us a sales pitch, she had confidence in the city plans. She lives 4 doors down the street from us and does not want this high density plan to be realized either. Not a single one of you would want that development in your neighborhood either.

I vehemently oppose the city proposed re-zoning and high density plans of the land north and south of water towers.

I do support the Sierra Norte proposed development plans of low density high end homes and I am asking this board to support this plan.

Please help to keep our neighborhood charming and liveable. Every decision you make is a choice whether our community will become California or remain Las Cruces.
Our plans to live and retire here were based largely on the atmosphere of this neighborhood and we are disappointed in these plans by the city.

At this time the City of Las Cruces is either unable or unwilling to enforce traffic and noise violations which occur daily in this neighborhood. Our property is currently loosing value due to the street racing noise and will be further reduced by increased traffic racing to and from low-rent neighborhoods. Why add to the burden that local enforcement is incapable of abating?

Tim Williamson
Deborah Blackwell
Homeowners
Galisteo Loop
Yahoo Mail: Search, Organize, Conquer

Outlook

P&Z Cases 24CS0500131 & 24ZO0500130 / 5-27-25

From Patrick Gose <patgose@yahoo.com>
Date Sat 5/24/2025 12:37 PM
To Sara Gonzales <sgonzales@las-cruces.org>; Chris Faivre <cfaivre@las-cruces.org>
Cc Yvonne Flores <yflores@lascruces.gov>; Eric Enriquez <eenriquez@lascruces.gov>

You don't often get email from patgose@yahoo.com. Learn why this is important

Hello,
I am a resident of the Sonoma Ranch East II HOA. I am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer.

Thank you,

Patrick L. Gose
4540 Miramar Arc
Las Cruces, N.M. 88011

Outlook

CASE 24CS0500131 AND 24ZO0500130)

From jerioliver@comcast.net <jerioliver@comcast.net>
Date Sat 5/24/2025 11:16 AM
To Sara Gonzales <sgonzales@lascruces.gov>; Chris Faivre <cfaivre@lascruces.gov>
Cc Vincent Banegas <vbanegas@lascruces.gov>

You don't often get email from jerioliver@comcast.net. Learn why this is important

I am a homeowner in the Sonoma Ranch East II HOA. In reference to the above zone changes, I would support the land utilization into low-density residential development. I would be **unsupportive** of any commercial space development and high-density development such as apartments. It has been argued there are large areas available for commercial development which will not conflict with existing properties here in Sonoma Ranch East II.

All that being said, my preference would be not developing this land at all, however, I am aware that isn't reasonable. I know, I know ... but I just had to say it. Please allow my small bit of levity in what is turning out to be a rather contentious neighborhood issue.

Regards,

Jeri Oliver

Outlook

P&Z Cases 24CS0500131 & 24200500130 / 5-27-25

From Kyle Schueller <kyleasc440@gmail.com>
Date Sun 5/25/2025 1:32 PM
To Sara Gonzales <sgonzales@las-cruces.org>; Chris Faivre <cfaivre@las-cruces.org>
Cc Yvonne Flores <yflores@lascruces.gov>; Eric Enriquez <eenriquez@lascruces.gov>

Some people who received this message don't often get email from kyleasc440@gmail.com. Learn why this is important

Hello, I am a resident of the Sonoma Ranch East II HOA (4544 Maricopa Cir.), and am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer. Thank you!

PLANS FOR NORTH OF THE WATER TOWER - Mesa Grande

Pagosa Hills

PLANS FOR SOUTH OF THE WATER TOWER - Mesa Grande

Pagosa Hills

Sara Gonzales

From: Michelle Gose <migose741@gmail.com>
Sent: Tuesday, May 27, 2025 7:21 AM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 24CS0500131 & 24ZO0500130/5-27-25

Some people who received this message don't often get email from migose741@gmail.com. Learn why this is important

Hi. I am a resident of the Sonoma Ranch East II HOA and am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer.

Thank you
Michelle Gose
4540 Miramar Arc
Las Cruces, NM 88011

Sara Gonzales

From: Michael Wilson <cmwilson2@mac.com>
Sent: Monday, May 26, 2025 10:31 PM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 24CS0500131 & 24ZO0500130 / 5-27-25

[You don't often get email from cmwilson2@mac.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello,
I have been a resident of the Sonoma Ranch East II HOA for the last 11 years. I am in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer.

Thank You!
Mike Wilson
4431 Ojo Caliente

Sara Gonzales

From: W Wasson <wdwasson14@gmail.com>
Sent: Monday, May 26, 2025 4:10 PM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 24CS0500131 & 24ZOO500130 / 5-27-25

[Some people who received this message don't often get email from wdwasson14@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I am a resident of the Sonoma Ranch East II HOA and am strongly in favor of Sierra Norte's proposed plan to develop the remainder of our HOA. Please approve these plans as presented by the developer. Thank you.

Sent from my iPhone

Sara Gonzales

From: Mary Wasson <marywasson1@gmail.com>
Sent: Monday, May 26, 2025 3:29 PM
To: Chris Faivre; Sara Gonzales
Cc: Eric Enriquez; Yvonne Flores
Subject: P&Z Cases 24CS0500131 & 24ZO0500130

Some people who received this message don't often get email from marywasson1@gmail.com. Learn why this is important

Hello,

I live in **Sonoma Ranch East II**, and have inquired in detail as to Sierra Norte's **plans to build out the remaining sections of our HOA**. I believe the developer's proposals for this area are well thought out and will serve the community well. I sincerely hope you will **approve** Planning & Zoning cases: 24CS0500131 & 24ZO0500130 **as presented by the developer**. Thank you!

Sara Gonzales

From: Rito Nelson Daan <rnjdaanmd@gmail.com>
Sent: Monday, May 26, 2025 7:31 AM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 24CS0500131 & 24ZO0500130

Some people who received this message don't often get email from rnjdaanmd@gmail.com. Learn why this is important

Good morning. I am a resident of the Sonoma Ranch East II HOA. I am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer. Thank you.

Sara Gonzales

From: Tom Reavey Jr <treavey@yahoo.com>
Sent: Sunday, May 25, 2025 7:00 PM
To: Sara Gonzales; Chris Faivre; Yvonne Flores; Eric Enriquez
Subject: I am very supportive of the current proposed rezone of all the land east of Pagosa Hills in case numbers 24CS0500131 and 24ZO0500130 and indeed I think it makes the most and best business and development sense

You don't often get email from treavey@yahoo.com. Learn why this is important

Ladies and Gentlemen,

I am very supportive of the current proposed rezone of all the land east of Pagosa Hills in case numbers 24CS0500131 and 24ZO0500130 and indeed I think it makes the most and best business and development sense. It integrates well into our existing SREII HOA and is a good proposal that works well for everyone involved including future prospective homeowners on the site. I therefore encourage the Las Cruces Planning and Zoning Commission and City Council's approval of the proposals.

Thank you, with my regards, Mr. Tom Reavey Jr, MBA, a close neighbor to the project and member of the SREII HOA, 916 397 1867

Sara Gonzales

From: Lydia Jacquez <ljacquez@nmsu.edu>
Sent: Sunday, May 25, 2025 5:46 PM
To: Sara Gonzales; Chris Faivre
Cc: Eric Enriquez; Yvonne Flores
Subject: P&Z Cases 24CS0500131 & 24ZO0130 / 5-27-25

Some people who received this message don't often get email from ljacquez@nmsu.edu. Learn why this is important

I am a resident of the Sonoma Ranch East II HOA and am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. We moved here to this area to live in a quiet, orderly community. We want it to remain this way and not become a denser development. Please approve these cases as presented by the developer. Thank you for considering our requests as we are the ones living in this area and being impacted by these changes.

Lydia Jacquez

Sara Gonzales

From: REZA MANSOURI-RA <rads3@comcast.net>
Sent: Sunday, May 25, 2025 5:39 PM
To: Sara Gonzales
Subject: zoning: case #s 24CS0500131 & 24ZO0500130

You don't often get email from rads3@comcast.net. Learn why this is important

Dear Sara Gonzales,

We are residents of Sonoma Ranch East II HOA on Maricopa Circle which is next to the proposed land to be developed along Pagosa Hills. We, along with most of (if not all) of our neighbors, are strongly in favor of Sierra Norte's proposed plans for development which does not change the zoning to high density or commercial.

We purchased our retirement home here with the knowledge that it was zoned for single family dwellings and no commercial land right next to us. We are retirees, 30 years each serving our community as a teacher of LCPS and an engineer of EP Electric. We chose to retire here and do not wish to deal with the extreme noise and traffic that those changes would bring to our neighborhood. There are plenty of commercial zoned lands that would be better placed for businesses.

As far as providing lower cost high-density housing, it makes much more sense to build these in areas where they would be helping to revitalize the downtown. These areas already have infrastructure (water, sewer, roads, etc.). These would be more accessible to buses for transportation, shopping and other businesses as well as help shift school populations to schools closer to the downtown rather than over burden the already crowded ones. Rebuilding these areas also would help to make our downtown more pleasant with newer construction. Currently we have so many vacant commercial properties that are an eyesore and encourage vagrancy and other unsavory activities to those areas.

Las Cruces has always wanted to revitalized downtown but hasn't succeeded. We keep following the same path as other cities by encouraging growth outward and leaving our downtown dilapidated and rundown.

Thank you for reading and considering our concerns.

Sincerely,

Gay and M. Reza Mansouri-Rad

Sara Gonzales

From: Sara Gonzales
Sent: Sunday, June 8, 2025 4:03 PM
To: Kate Wagle
Cc: Vincent Banegas
Subject: Re: Zone Change

Good afternoon Mrs. Wagle,

I appreciate the comments provided below regarding the proposed zone changes that will be going before City Council for final action in a few months. I have included Vince Banegas, project planner, in this message to ensure your email is added to the City Council packet as part of the public comment for review and consideration. Staff will also provide an update regarding the date and time for the City Council hearing once scheduled.

Thank you and enjoy the rest of the weekend.

Sara Gonzales, CZO
Senior Urban Planner / Community Planning / Community Development Department
Direct: (575) 528-3471 / TTY 711
Main: (575) 528-3043 / TTY 711
sgonzales@lascruces.gov
CITY OF LAS CRUCES

From: Kate Wagle <kwagle@uoregon.edu>
Sent: Friday, June 6, 2025 9:54 AM
To: Sara Gonzales <sgonzales@lascruces.gov>
Subject: Re: Zone Change

Regarding: CASE 24CS0500131 and 24ZO0500130

Hello Sara Gonzales,
Thank you so much for connecting with me via email. I appreciate the direct and accessible means to communicate with City Council.

That said, I am a resident of Sonoma Ranch, and deeply concerned about the present and future of this neighborhood. In fact, I reside on Pagosa Hills Avenue, so the development under discussion will impact me and my neighbors most directly through all phases of construction of the property south of the water tank . My husband and I attended the Tuesday, May 27 Planning and Zoning meeting where the new Sonoma Ranch development issues were discussed, and were pleased by the positive vote on the Major Amendment, as the proposal sounds reasonable and appropriate to this site.

However, it became apparent in that meeting that there is a surprising lack of on-the-ground knowledge of this residential area within the Planning group. And there were a number of issues that we have heard from other residents, that were not fully addressed in this meeting. We trust they will be elements of future City Council considerations.

First, we have information regarding how the neighborhood roads and spaces function now, as well as recommendations for the City Council and Developer regarding traffic circulation, access, multi- family housing and commercial space in Sonoma Ranch. Further, it is our hope that City Council members will become physically familiar with the area before making decisions that will impact this neighborhood for a long time to come.

Regarding:
Traffic Patterns –
Sonora Springs Blvd, Sedona Hills Pkwy and Pagosa Hills Ave border the development that will be comprised of one acre lots, with minimized grading. Sonora Springs and Sedona Hills are both four lane, east/west thoroughfares, bordered on both sides by stone walled, rear facing homes. They are the logical (planned?) entry and egress routes to the new one acre lot development. Both should access it directly to manage that new traffic. Pagosa Hills, in contrast, is a one lane street of front facing homes that should not be used by the new development. It is already the primary access street for Miramar Arc, La Cienega Place, and Maricopa Circle between Sedona Hills and Sonora Springs. The street is already in need of speed bumps to control speeding traffic, as is Calle Abuelo (a problematic site for late night drag racing), and cannot safely absorb further use. While we have heard that emergency vehicle access might be impacted by speed bumps, we know that other cities have developed channeled versions that allow easy access for fire etc.

We would recommend linking both ends of the new southern development site and the northern site to the East/West arterials only, with at least two points of access.
There's also a concern that building out the desert to the east will limit access to the Arroyos and trails that currently exist, and are heavily used by the families that live here. We know that the space will be reconfigured by the requirements of private property, but we recommend that consideration be given to building in desert access for the greater Sonoma Ranch community.

Multi-family housing –
There are many multi-family housing sites built and in use within Sonoma Ranch 2, a number of which are not fully occupied. Awareness of that reality is important. It's a calm and quiet neighborhood on the edge of the desert, which would argue for a multi-family development that respects the visual and physical nature of the community – and nature in general, as we are truly situated in an interstitial nature/city boundary.

Commercial Space –
Sonoma Ranch Blvd is approximately ½ mile from most of the housing, current and proposed, for Sonoma Ranch 2, and is the most logical venue for continuing commercial development. There are <u>many</u> commercial spaces along or adjacent to Sonoma Ranch Blvd that have stood vacant for at least the last two years. In addition, there are multiple commercially zoned spaces along Sonoma Ranch that stand empty. On the other hand, new development consists of a Dairy Queen, a self-storage business and yet another Mister Mister Carwash. We are hoping that the City of Las Cruces will find a way to incentivize local businesses that we would happily patronize in this part of town, rather than encouraging urban sprawl by motivating additional strip malls and big box sites in our residential communities.

Finally, we are all concerned about issues of water conservation and management, and will be following up to understand how they are addressed in the planning process.

From: Sara Gonzales <sgonzales@lascruces.gov>
Date: Thursday, May 29, 2025 at 4:42 PM
To: Kate Wagle <kwagle@uoregon.edu>
Subject: Zone Change

Please send me any information regarding this case.

Sara Gonzales, CZO
Senior Urban Planner / Community Planning / Community Development Department
Direct: (575) 528-3471 / TTY 711
Main: (575) 528-3043 / TTY 711
sgonzales@lascruces.gov
CITY OF LAS CRUCES

26-017

Type of Action:
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:		**Adopted:**	August 4, 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 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.**

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

PURPOSE(S) OF ACTION:
Approval of Liquor License.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
Pursuant to New Mexico Statutes, an application for approval of a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-001140 with On Premises Consumption Only with Patio Service, must be accompanied by a resolution of the City Council approving and consenting to the license after a public hearing.

Las Cruces Hotel Management Corporation, d/b/a Hotel Encanto de Las Cruces, applied to the Alcoholic Beverage Control Division (ABC) of the Regulation and Licensing Department of the State of New Mexico ("ABC") for the approval of a liquor license. The location for the license is at 705 S. Telshor Boulevard, Las Cruces, NM 88011. ABC granted preliminary approval on June 11, 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 Monday, August 4, 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 July 3, 2025, and July 20, 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.
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 and Change of Location of Dispenser Liquor License No. DIS-001140 with On Premises Consumption Only with Patio Service 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 will this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.
4. Vote to "Table"; this will this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.

RESOLUTION 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.

The City Council is informed that:

WHEREAS, Las Cruces Hotel Management Corporation, d/b/a Hotel Encanto de Las Cruces, located at 705 S. 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 and Change of Location of Dispenser Liquor License No. DIS-001140 with On Premises Consumption Only with Patio Service; and

WHEREAS, ABC granted preliminary approval for a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-001140 with On Premises Consumption Only with Patio Service by letter dated June 11, 2025; and

WHEREAS, pursuant to law, the application for a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-001140 with On Premises Consumption Only with Patio Service 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 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, 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

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

June 11, 2025

Certified Mail No.: 7021 2720 0001 2205 1303

City of Las Cruces
Christine Rivera, CMC
PO Box 20000
Las Cruces, NM 88004

RECEIVED
JUN 11 2025
CITY CLERK'S OFFICE

Lic. No. /Appl. No.: **License No. DIS-001140**
Name of Applicant: Las Cruces Hotel Management Corporation
Doing Business As: Hotel Encanto de Las Cruces
Proposed Location: 705 S. Telshor Blvd., Las Cruces, New Mexico 88011

The Director of the Alcoholic Beverage Control Division (ABC) 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;
(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, 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 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 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 AND CHANGE OF LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-001140 WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC 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,

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Page 1 – Business Information (*must be signed and returned w/notices of publication*)
2. Page 2 and 3 – Premises Information
3. Copy of the Zoning Statement
4. Copy of the Floor Plan

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000008370

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: Las Cruces Hotel Management Corporation
Business Structure: Corporation
State Tax ID Number: XX-XXXXX7-00-0
Business Email: aperez@hhandr.com

Type of Business: Alcohol
FEIN: XX-XXX1139

Business Phone: 5052129143

Contact Person Information

Contact Person Name: New Mexico Liquor Licenses, LLC C/O KYLA STOKER
Contact Person Email: kyla@newmexicoliquorlicense.com

Contact Person Phone: 5059805614

Business Mailing Address

Mailing Street: 201 3RD ST NW Suite 1140
Mailing State: NM
Mailing Country: US

Mailing City: Albuquerque
Mailing Zip Code: 87102

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: _____

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000008370

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

License Information

Specify the type of transfer you are applying for?
☑ Transfer of Ownership and Location
☐ Transfer of Ownership

License Number: DIS-001140
License Expiration Date: 6/30/25
Current DBA Name: GREASE MONKEYS
Dispenser Type: Inter-Local Dispenser

License Type: Dispenser
Current License Owner: GREASE MONKEYS, LLC
Current Lessee:

Current Premises Address

Physical Street: 201 W. PINE STREET
Physical State: NM
Physical County: Luna

Physical City: Deming
Physical Zip Code: 88030
Local Option District: Deming

Proposed DBA Name

Do you want to change the license DBA Name? Yes
Requested DBA Name: Hotel Encanto de Las Cruces

Proposed Premises Physical Address

Is the license moving out of current Local Option District (LOD)? Yes

Physical Street: 705 S Telshor Blvd
Physical Zip Code: 88011
Physical County: Dona Ana

Physical City: Las Cruces
Physical State: New Mexico

Local Option District: Las Cruces
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Operated Pursuant to an Operating Agreement
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: Las Cruces Hotel LP
Specify Date and Terms of Lease/Operating Agreement: 5/25/2005 10 years + 1 year automatic extension renewals

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: NH-3S.MX.TC

NMRLD NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000008370

NMRLD NEW MEXICO REGULATION & LICENSING DEPARTMENT

Distance from nearest School

Name of School: Hillrise Elementary
School City: Las Cruces
School Zip Code: 88011
School Distance (in feet): More than 1000
School Street: 1400 Curnutt St
School State: New Mexico
School Country: United States

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: The Church of Jesus Christ of Latter-day Saints
Church City: Las Cruces
Church Zip Code: 88011
Church Distance (in feet): More than 1000
Church Street: 2915 E Idaho Ave
Church State: New Mexico
Church Country: United States

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☐ A license has never been issued to the location of the proposed premises.
☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☑ Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

The current license being operated at this hotel property is DIS-000137, which is currently under contract to sell to BW Gas & Convenience Retail LLC. The applicant is applying for this transfer of ownership and location to replace the existing license with DIS-001140. The application for the "sister" application is PAR-0000274315, and is assigned to Charmaine Martinez. We would ask that this application, and its lease application, be also assigned to Charmaine, for consistency.

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

License Number: DIS-000137
License Type: Dispenser

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?	Yes

List of Active Business Licenses in Other States

No records to display.

List of Active Business Licenses in New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000008370

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

License Number: DIS-000137 License Type: Dispenser Issuing State:New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000008370

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

Fee Name	Fee Amount
Transfer of Loc/Own	200.00
Resident Agent Fee	50.00
Total Fee Amount:	**250.00**

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: Las Cruces Hotel Management Corporation Date: 03/31/2025

CITY OF LAS CRUCES

STATEMENT OF ZONING

The property located at 705 S Telshor Blvd and having an Account ID Number of R0214114 in Las Cruces, New Mexico, is zoned as follows:

NH-3S.MX.TC

(Neighborhood 3 Suburban District – Mixed Use Corridor – Town Center)

Comments: The NH-3S district is a transitional zone between residential and nonresidential areas that promote interconnectivity and walkability within the district while ensuring compatibility with adjacent districts. Vertical mixed-use, retail, commercial, and office uses are appropriate in this district when appropriately integrated with nearby residential uses, ensuring that they complement and do not negatively impact the residential character of the adjacent districts. The land uses are dispersed among distinct residential neighborhoods, retail centers, office parks, and industrial uses. While development intensities may vary, suburban places favor segmented land uses with transitions between development types over the blending of differing uses in a single site. The MXCO is an optional overlay to support a mix of residential and nonresidential land uses along a roadway or trail corridors. The Town Center is intended to implement the Comprehensive Plan's Town Center Place Type Overlay and is optional.

A hotel with liquor sales for onsite consumption is a permitted use on the subject property provided all requirements as prescribed by the State of New Mexico are met.

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.

March 12, 2025
Date

Jackie Baylon
Jackie Baylon
Planning Tech II

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.

RECEIVED
JUN 13 2014
ALCOHOL & GAMING DIVISION
Hotel Encanto - 705 South Tolosa Blvd
HOTEL ENCANTO
FLOOR PLAN APPROVAL
By
Date
as per Debra Lopez
License 190
Proposed Expansion

Showing existing and proposed

705 S. TELSHOR / LAS CRUCES / 88011

HOTEL ENCANTO de Las Cruces

LEVEL 1

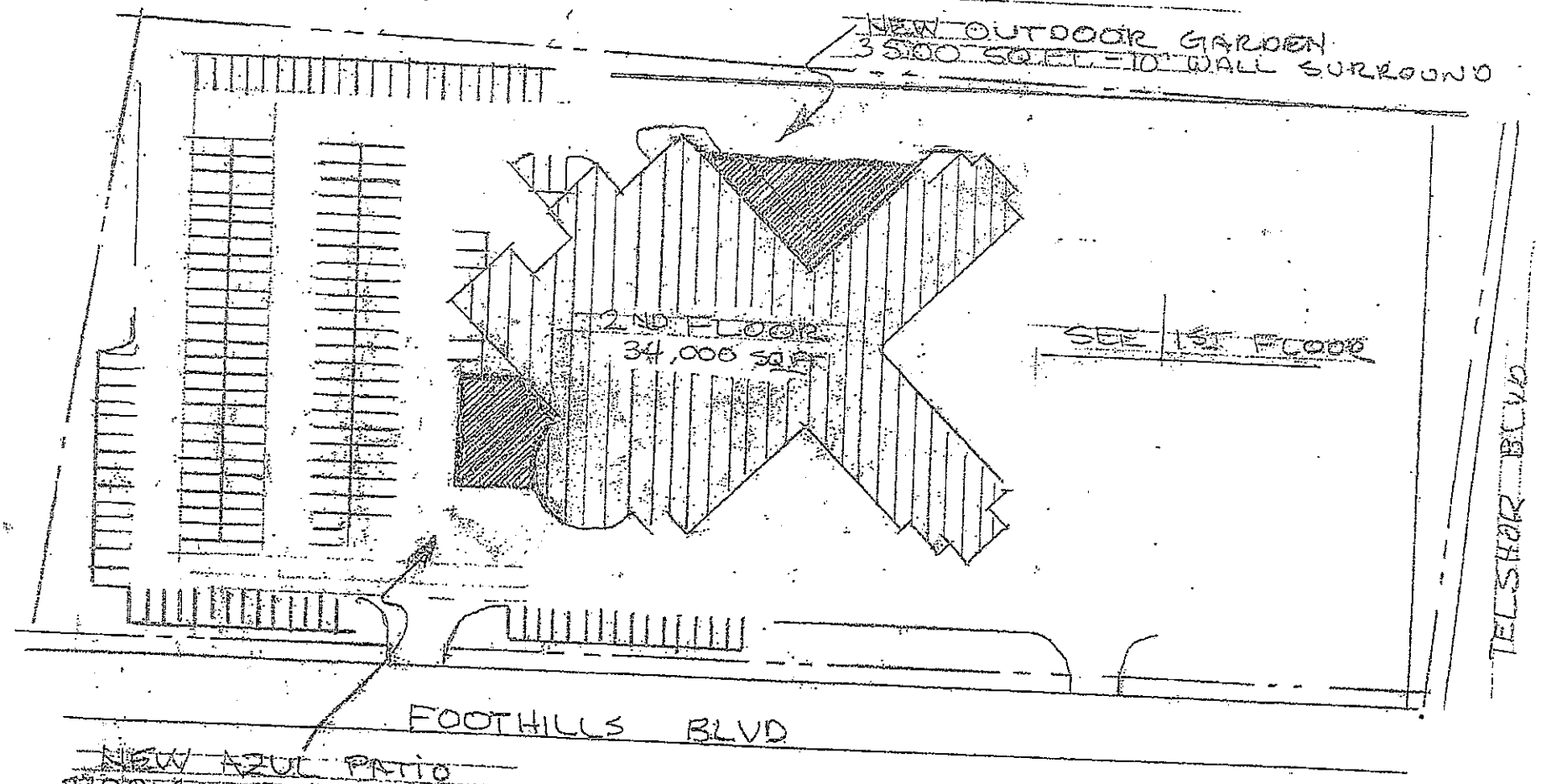
RECEIVED
JUN 14 2013
PLANNING & ZONING DIVISION

6/4/13

Showing existing and proposed

HOTEL ENCANTO de Las Cruces

2ND FLOOR



NEW AZUL PATIO
2100 SQ.FT. 8' STONE WALL & IRON FENCE.
REPLACING 1600 SQ.FT. PATIO.

FLOOR PLAN APPROVAL
By [signature] as per Debra Lopez
Date 8/1/14
License 190

RECEIVED
JUN 18 2014
ALCOHOL & GAMING DIVISION

6/4/13

TELSHOR BLVD
HOTEL ENCANTO
3RD 4TH 5TH 6TH 7TH FLOOR
TYPICAL FLOOR @ 16,000 SQ.FT.
80,000 SQ.FT. TOTAL
FOOTHILLS BLVD
No Changes
6/4/13
RECEIVED
JUN 13 2014
ALCOHOL & GAMING DIVISION
FLOOR PLAN APPROVAL
By Lauralee Brown as per Debra Lopez
Date 8/11/14
License 190

CITY OF LAS CRUCES

AD FORM

Las **C**ruces **S**un **N**ews **(LCSN)**	
Classified **L**egal **A**d	
Date **t**o **P**ublish: July 3, 2025, and July 20, 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 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, New Mexico, 88011.

The Public Hearing will be held as part of the regularly scheduled meeting of the City Council on Monday, August 4, 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 17th of June 2025.

Christine Rivera, MS, CMC
City Clerk

LAS CRUCES SUN NEWS - Please publish in the Legal Section on **July 3, 2025, and July 20, 2025**, and furnish Proof of Publication at your earliest convenience.

CITY OF LAS CRUCES

MEMORANDUM

To: Adam Ochoa, Senior Urban Planner

From: Daniel Balderrama, Associate Engineer II **Initials:** DB D.B.

Date: July 16, 2025

Subject: Traffic Investigation Report – Transfer of Ownership and Change of Location Permit Application
Location: 705 S. Telshor Boulevard, Las Cruces, NM – Hotel Encanto
Applicant: Las Cruces Hotel Management Corporation

As requested, Traffic Engineering has completed a traffic investigation for Hotel Encanto de Las Cruces located at 705 S. Telshor Boulevard, Las Cruces, New Mexico. The following information is submitted for review:

- According to the Mesilla Valley MPO Interactive Traffic Flow Map, the most current traffic volume on S. Telshor Boulevard near this location is 20,459 vehicles per day while the traffic volume on nearby Foothills Road is approximately 12,327 vehicles per day.

- The Mesilla Valley MPO classifies S. Telshor Boulevard as an arterial roadway and Foothill Road as a collector roadway adjacent to the subject location. All roads near the subject location primarily serves commercial use properties.

- The subject property has two driveways along Foothills Road. Sight distance of both driveways may be affected by landscaping, structures, vertical curvature and elevation difference between the Foothills Road and the property. The most western driveway along Foothills is in close proximity to the signalized intersection of S. Telshor Blvd. and Foothills Road and therefore may experience operational issues for certain turn movements. No other sight distance or operational problems are currently known at the driveways.

- The speed limit along S. Telshor Blvd. near the subject property is 35 mph and the speed limit along Foothills road near the subject property is 30 mph.

The approval of the Transfer of Ownership and Change of Location 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.

From:	Michael Danner
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: Liquor License.
Date:	Thursday, June 12, 2025 2:30:04 PM
Attachments:	image002.png image003.png

Fire approves this application.

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 <aochoa@lascruces.gov>
Sent: Thursday, June 12, 2025 2:25 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: RE: Restaurant A - Beer & Wine Liquor License.

Good Afternoon,

Hotel Encanto de Las Cruces, has filed an application for a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-001140 with On Premises Consumption Only with Patio Service. Please see the attached application. Please provide liquor license reports to me no later than Thursday, June 19, 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

CITY OF LAS CRUCES

City of Las Cruces Community Development Department
Liquor License Impact Report
Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-001140 with On Premises Consumption Only with Patio Service
Las Cruces Hotel Management Corporation
705 S. Telshor Boulevard, Las Cruces, NM. 88011

The purpose of this report is to review, analyze and determine any possible impacts of a liquor license relating to land use and other planning related issues.

PROPERTY INFORMATION:

Location: 705 S. Telshor Boulevard
Applicant: Las Cruces Hotel Management Corporation
Business Name: Hotel Encanto de Las Cruces
Zoning: NH-3S.MX.TC (Neighborhood-3 Suburban. Mixed Use Corridor. Town Center)

DISTANCE REQUIREMENTS:

Greater than 300 feet to a school: YES
Greater than 300 feet to a church: YES
Greater than 300 feet to a military installation: YES

IMPACT ANALYSIS:

The applicant is requesting a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-001140 with On Premises Consumption Only with Patio Service. The subject property is located in the Urban Neighborhood Place Type, as designated by Elevate Las Cruces, which is an area designed to accommodate hotels with a liquor license. The subject property is zoned NH-3S.MX.TC, which allows the hotel use with a liquor license, provided all requirements as prescribed for liquor establishments by the State of New Mexico are met. In terms of a land use and Comprehensive Plan perspective, this seems an appropriate location and request.

From: Sean Mullen
To: Adam Ochoa
Subject: Liquor License.
Date: Wednesday, June 18, 2025 10:44:35 AM
Attachments: image001.png

Approved.

Thank you,

Sean Mullen
Deputy Chief of Administration/Las Cruces Police Department
Direct: 575-528-4101 Main: 575-528-4200, smullen@las-cruces.org
CITY OF LAS CRUCES

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Thursday, June 12, 2025 2:25 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: RE: Restaurant A - Beer & Wine Liquor License.

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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

From: Jackie Baylon
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: Liquor License.
Date: Monday, June 16, 2025 2:05:14 PM
Attachments: image002.png
image003.png

Hotel Encanto, located at 705 S Telshor Blvd, has an **active** business license good through 02/28/2026.

We are pending the liquor license application for the transfer of ownership.

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: Thursday, June 12, 2025 2:25 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: RE: Restaurant A - Beer & Wine Liquor License.

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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

26-018

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A**		
1st Reading:		**Adopted:**	August 4, 2025
Drafter:	Natalie Green	**Department:**	City Manager's Office
Program:	Housing and Neighborhood Services	**Line of Business:**	Housing and Neighborhood Services

Title: **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.**

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

PURPOSE(S) OF ACTION:
Funding of health-related public services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On October 18, 2004, the City Council adopted Resolution No. 05-128, establishing the Telshor Facility Fund (TFF) using proceeds from the pre-paid lease of Memorial Medical Center (MMC) to Province Healthcare Company (PHC). City Council through various resolutions authorized the commitment of $300,000 annually for Fiscal Year (FY) 2009 through FY2018 to fund health-related public services.

On October 4, 2017, the City Council adopted Resolution No. 18-040, increasing the annual commitment to $400,000 for FY2019 and FY2020. This funding commitment was extended through Resolution No. 20-061 for FY2021 and FY2022.

The proposed resolution continues the strategy established under Resolution No. 22-028 and proposes the following for FY2027 through FY2030:

The proposed Resolution provides a continuation of Resolution No 22-028 and proposes:

- A four-year funding strategy for the use of funds from the TFF, or other funding sources, for health-related public services. Up to $600,000 per fiscal year may be allocated for FY2027 (July 1, 2026 – June 30, 2027), FY2028 (July 1, 2027 – June 30, 2028), FY2029 (July 1, 2028 – June 30, 2029), and FY2030 (July 1, 2029 – June 30, 2030), subject to availability of funds.

- Continued use of the definition of health-related public services, as follows:
  "The proceeds from a transfer from the TFF, or other monies, shall be dedicated to the Health-Related Public Service Fund, which shall be used to support the continued physical, mental, developmental, emotional, and social well-being, safety, and housing needs of City of Las Cruces residents; and to improve the lives of sick, indigent, or low-income people of the City of Las Cruces."

- A competitive selection process led by the Health and Human Services Advisory Committee (HHSAC), with support from City staff, to evaluate and recommend annual awards to non-profit agencies providing health-related public services. Final funding decisions will remain with the City Council as part of the City's annual budget adoption process.

In alignment with Resolution No. 22-028, the City will continue its strategy of transferring up to $600,000 annually from the TFF to the Health-Related Public Service Fund for FY2027 through FY2030. Additional funding sources, if identified, may supplement this amount. Actual transfers and expenditures will be authorized annually through the City's adopted budget and will be contingent on available funds.

During FY2030, prior to June 30, 2030, City staff will evaluate the performance of the TFF and may bring forward recommendations for a revised funding strategy to support ongoing health-related public services.

PLAN(S):

City Council Strategic Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

Finance Select Committee

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: up to $600,000.00

AVAILABLE AMOUNT: up to $600,000.00

EXPENDITURE AMOUNT: up to $600,000.00

Funding Source(s):

Overall Budget Impact:

Will reduce the overall balance in the Telshor Fund by $600,000 for each of FY27, FY28, FY29 and FY30

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and authorize up to $600,000 per year, if available for FY2027, FY2028, FY2029,and FY2030 from the TFF for health-related public services funding to non-profit organizations providing services to low and moderate income persons in the City.
2. Vote "No"; this will not approve the Resolution and implement a moratorium on the TFF for health-related public-services funding.
3. Vote to "Amend"; this could modify the Resolution at Council's direction, then vote "Yes" on the amended Resolution.
4. Vote to "Table"; this could allow Council to table/postpone the Resolution and direct staff accordingly.

REFERENCE INFORMATION:

1. Resolution No. 05-128
2. Resolution No. 08-112
3. Resolution No. 11-193
4. Resolution No. 14-057
5. Resolution No. 18-040
6. Resolution No. 20-061
7. Resolution No. 22-028

RESOLUTION 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.

The City Council is informed that:

WHEREAS, City Council adopted Resolution No. 05-128 which created the Telshor Fund (TFF) with funds distributed from the lease of Memorial Medical Center (MMC) hospital facilities located at 2450 South Telshor Boulevard for the purpose of funding health-related initiatives within the City of Las Cruces (City); and

WHEREAS, City Council desires to allocate an amount of up to $600,000 annually from a combination of the TFF and any other appropriated funding sources for Fiscal Year (FY) 2027, FY2028, FY2029, and FY2030 for funding of health-related public services; and

WHEREAS, City Council agrees to continue the definition of health-related public services, which are eligible for funding from the Health Care Fund; and

WHEREAS, a competitive selection process, conducted by the Health and Human Services Advisory Committee (HHSAC), with assistance from City staff, shall be used to determine which non-profit agencies' health-related public service programs will be recommended for annual funding. The HHSAC shall make its recommendation to the City Council as part of the City's budget adoption process. The ultimate authority to approve awards shall remain with the City Council.

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

(I)

THAT a portion of the investment earnings from the TFF shall be used to fund health-related public services for the benefit of low-and moderate-income City residents.

(II)

THAT City Council will continue to adopt budgets, subject to the availability of funds, that provide for the transfer of an amount of up to $600,000 annually in FY2027, FY2028, FY2029, and FY2030 from the TFF or other appropriate funding sources for funding of health-related services to be provided by non-profit organizations located in Las Cruces.

(III)

THAT City Council continues to utilize the following definition of "health care services" as:

> "The proceeds from a transfer from the Telshor Facility Fund or other monies shall be dedicated to the Health-Related Public Service Fund, which shall be used to support the continues physical, mental, developmental, emotional, and social well-being, safety and housing needs of the City of Las Cruces residents; and to improve the lives of sick, indigent, or low-income people of the City of Las Cruces".

(IV)

THAT the use of funds for health-related public serviced for FY2027, FY2028, FY2029, and FY2030 prohibit the use of funding for any animal-related activities.

(V)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

26-019

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ N/A**		
1st Reading:		**Adopted:**	August 4, 2025
Drafter:	Jan Lauterbach	**Department:**	City Manager's Office
Program:	Housing and Neighborhood Services	**Line of Business:**	Housing and Neighborhood Services

Title: **A RESOLUTION APPROVING A $6M HOUSING TRUST FUND LOAN AGREEMENT BETWEEN THE CITY AND PEACHTREE CANYON APARTMENTS II LLLP FOR AFFORDABLE HOUSING DEVELOPMENT.**

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

PURPOSE(S) OF ACTION:

Approve affordable housing loan agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In response to the need for affordable housing in Las Cruces, the City Council passed Resolution 24-057 on December 4, 2023 allocating $6M in City funding the Peachtree Canyon Apartments II. The allocation of funding was contingent upon the project receiving an award of Low Income Housing Tax Credits (LIHTC) from New Mexico Mortgage Finance Authority (MFA) also now known as Housing NM. The project was awarded LIHTC funding and construction for this vital affordable housing project is anticipated to begin prior to 2025 year end.

This allocation of City funds for affordable housing development aligns with the State of New Mexico's Affordable Housing Act (The Act) and the City's Affordable Housing General Oversight Ordinance. Funding for the project supports the objectives outlined in various Council approved planning documents, including the Affordable Housing Plan, the Housing Investment Strategy, and 2021-2025 Consolidated Plan, Council's Strategic Plan, and Elevate Las Cruces.

Peachtree Canyon Apartments II will consist of 144 rent restricted units (48 1-Br, 48 2-BR, and 48 3-BR units) for households earning up to 60% of area median income, including 6 units set aside for households earning up to 30% of area median income. Amenities will include a community room, pool, dog park, playgrounds, walking paths and picnic areas.

City Council approval of the Housing Trust Fund Loan agreement between the City and Peachtree Canyon Apartments II LLLP is required in order to comply with regulatory requirements. A Mortgage and Security Agreement and a Land Use Restriction Agreement (LURA) will be filed against the property to secure the City's interest and guarantee the property remains affordable housing.

SUPPORT INFORMATION:

Exhibit "A" Peachtree Canyon II Loan Agreement

PLAN(S):
City Council Strategic Plan, 2021-2025 Consolidated Plan, 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 action will approve the loan agreement funding Peachtree Canyon Apartments II, LLLP affordable housing development.
2. Vote "No"; this action will not approve the loan agreement funding Peachtree Canyon Apartments II LLLP affordable housing development.
3. Vote to "Amend"; this action will not approve the loan agreement and could delay the start of construction and would require direction from council.
4. Vote to "Table"; this action would not approve the loan agreement and would require direction from council.

REFERENCE INFORMATION:
1. Resolution 24-057.

RESOLUTION 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.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) is subject to the State of New Mexico Affordable Housing Act (Act) which identifies specific requirements to ensure governmental entities can assist with land, building, infrastructure, and financing of affordable housing projects; and

WHEREAS, the allocation of city funding for affordable housing development is in compliance with the Act, the City's Affordable Housing Ordinance and supports the goals and objectives of the City's adopted Affordable Housing Plan; and

WHEREAS, the City approved Resolution 24-057 allocating $6M in funding from the Telshor Facility Fund to subsidize the development of the Peachtree Canyon Apartments II LLLP contingent upon the project receiving a Low Income Housing Tax Credit funding award; and

WHEREAS, in order to comply with the regulatory requirements of the Act, a Housing Trust Fund Loan Agreement between the City and Peachtree Canyon Apartment II LLLP as shown in Exhibit "A" is required to be executed.

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

(I)

THAT the Housing Trust Fund Loan Agreement between the City and Peachtree Canyon Apartments II LLLP, as shown in Exhibit "A" is hereby approved for execution.

(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

CITY OF LAS CRUCES
HOUSING TRUST FUND LOAN AGREEMENT
PEACHTREE CANYON APARTMENTS II LLLP

This Housing Trust Fund Loan Agreement ("Agreement") is entered into as of _____, 2025, by and between the **City of Las Cruces**, a New Mexico municipal corporation (the "City" or "Lender") with a principal address of 700 N. Main St., Las Cruces, NM 88001, and **Peachtree Canyon Apartments II, LLLP ("Peachtree"),** a New Mexico limited liability limited partnership ("Borrower") with a principal address of 113 E. 1st Ave, Truth or Consequences, NM 87901 with reference to the following facts:

A. Borrower is acquiring certain real property located at 7081 Jornada Road, in the City of Las Cruces, State of New Mexico, as more particularly described in Attachment "A", attached hereto and made a part hereof (the "Property"). The Property is vacant and the Borrower desires to construct the improvements located on the Property in order to construct new affordable housing for low-income households, to include One Hundred Forty-Four (144) restricted units.

B. Borrower wishes to borrow from the City and the City wishes to extend to Borrower a loan of up to Six Million Dollars ($6,000,000) in Local Housing Trust Fund ("Trust Fund") Loan Funds to assist in the construction of the Development. The Loan will be evidenced by a promissory note executed by Borrower in favor of City and secured by a Mortgage and Security Agreement and Land Use Restriction Agreement.

C. The Loan is being made to finance construction costs associated with the Development in order to help achieve financial feasibility for the Development and to increase the supply of affordable rental housing in the City of Las Cruces.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND ATTACHMENTS

Section 1.1 Definitions

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

(a) "Affordability Period" shall mean the 20 years from the date City of Las Cruces issues a final certificate of occupancy that the property shall be designated as affordable housing for extremely low and low-income households.

(b) "Agreement" shall mean this City of Las Cruces Housing Trust Fund Loan Agreement.

(c) "Approved Development Budget" shall mean the pro forma development budget, including sources and uses of funds, as approved by the City, and attached hereto and incorporated herein as Attachment "B".

(d) "Approved Financing" shall be limited to the following funds acquired by the Borrower and approved by the City for the purposes of financing the Development, in addition to the City Loan:

i. "First Mortgage Loan" means the Cedar Rapids Bank and Trust Company (CRBT)) construction loan in the amount of $12,501.195 and a permanent loan in the amount of 10,847,600 which will constitute the construction period and permanent period first mortgage financing for the Apartment Complex in the anticipated aggregate principal amount of $23,348,795 to be made or deemed made to the Borrower by CRBT at the Final Closing, and which is to be secured by the Mortgage, Assignment of Rents and Security Agreement which shall hold the first lien position encumbering the Property, and a SWAP Mortgage, Assignment of Rents and Security Agreement to secure the Borrower's obligations under an interest rate swap transaction to artificially fix the interest rate of the permanent phase of the First Mortgage Loan, which shall hold the second lien position encumbering the property (both, as applicable, the "First Mortgage") and other related security documents and financing statements.

ii. "Second Mortgage Loan" means the HOME Mortgage Loan in the anticipated principal amount of $1,000,000 to be made by MFA to the Borrower at the Initial Closing, and which is to be secured by the Second Mortgage (the "Second Mortgage") and other related security documents and financing statements.

iii. "Third Mortgage Loan" means the National Housing Trust Fund Mortgage Loan in the anticipated principal amount of $1,500,000 to be made by MFA to the Borrower at the Initial Closing, and which is to be secured by the Third Mortgage, Assignment of Rents and Security Agreement (the "Third Mortgage") and other related security documents and financing statements.

iv. "Fourth Mortgage Loan" means the City of Las Cruces Residual Receipts Fourth Mortgage Loan which will constitute the permanent second mortgage financing for the Apartment Complex in the anticipated principal amount of $6,000,000 to be made to the Borrower pursuant to this Affordable Housing Trust Fund Loan Agreement at Initial Closing, and which is to be secured by the Fourth Mortgage and Security Agreement (the "Fourth Mortgage") and other related security documents and financing statements.

v. "Fifth Mortgage Loan" means the New Mexico Housing Trust Fund Mortgage Loan in the anticipated principal amount of $2,000,000 to be made by MFA to the Borrower at the Initial Closing, and which is to be secured by the Firth Mortgage (the "Fifth Mortgage") and other related security documents and financing statements.

(e) "City" shall have the same meaning set forth in the first paragraph of this Agreement.

(f) "Construction Plans" has the meaning assigned to such term in Section 3.2 hereof.

(g) "Default" shall have the meaning set forth in Section 6.1 hereof.

(h) "Default Rate" shall have the meaning set forth in Section 6.2(c).

(i) "Development" shall mean the Property and One Hundred Forty-Four (144) multi-family apartment units, and attendant site improvements.

(j) "Hazardous Materials" shall have the meaning set forth in Section 4.5.

(k) "Hazardous Materials Claim" shall have the meaning set forth in Section 4.5

(l) "Hazardous Materials Law" shall have the meaning set forth in Section 4.5

(m) "City of Las Cruces Housing Trust Fund Land Use Restriction Agreement" dated _____, 2025, shall be provided by the City, recorded against the property, and shall provide that its provisions shall survive the foreclosure of the Property by Senior Lenders.

(n) "Lender" means collectively, (i) CRBT in its capacity as the maker of the First Mortgage Loan (ii) New Mexico Mortgage Finance Authority in its capacity as the maker of the Second Mortgage Loan; (iii) New Mexico Mortgage Finance Authority in its capacity as the maker of the Third Mortgage Loan; (iv) the City of Las Cruces in its capacity as the maker of the Fourth Mortgage Loan; (v) New Mexico Mortgage Finance Authority in its capacity as the maker of the Fifth Mortgage Loan.

(o) "Limited Partner" shall mean AHP Housing Fund 370, LLC a Delaware limited liability company and any successors thereto.

(p) "Loan" or "Fourth Mortgage Loan" shall mean the City residual receipts loan to the Borrower pursuant to this Agreement in the total principal amount of Six Million Dollars ($6,000,000)

(q) "Loan Documents" shall mean this Agreement, the Mortgage and Security Agreement and Note, and the Land Use Restriction Agreement.

(r) "Mortgage and Security Agreement" shall mean the Mortgage and Security Agreement dated _____, 2025, between the Borrower and the City that will encumber the development to secure repayment of the Loan and performance of the Loan Documents.

(s) "Note" shall mean the promissory note dated _____ , 2025, between the Borrower and the City evidencing Borrower's obligation to repay the Loan. The form of the Note shall be provided by the City.

(t) "Parties" shall mean the City and the Borrower.

(u) "Partnership Agreement" shall mean the agreement between Peachtree Canyon Management, LLC, a New Mexico limited liability company and AHP Housing Fund 370, LLC, a Delaware limited liability company.

(v)"Property" shall have the same meaning set forth in paragraph A of the Recitals.

(w) "Residual Receipts" means in a particular calendar year the amount by which Gross Revenue exceeds Annual Operating Expenses.

(x)"Restricted Units" shall mean the One Hundred Forty-Four (144) units whose occupancy and rental charges are restricted pursuant to the Approved Financing and Loan Documents.

(y)"Retention Amount" shall mean the One Hundred Thousand Dollars ($100,000) of Loan funds set forth in Section 2.7 hereof.

(z)"Scope of Work" shall mean the new construction of the 144 unit rent restricted Peachtree Canyon Apartment complex and all surrounding amenities on the property as described in Attachment B, Approved Development Budget and Scope of Work

(aa) "Term" shall have the meaning set forth in Section 2.8(a) hereof.

(bb) "Transfer" shall have the meaning set forth in Section4.11 hereof.

(cc) "Unit" means any one (1) of the One Hundred Forty-Four (144) apartment units to be constructed on the Property.

Section 1.2 Attachments

The following exhibits are attached to this Agreement and incorporated into this Agreement by reference:

ATTACHMENT A: Legal Description of the Property

ATTACHMENT B: Approved Development Budget and Scope of Work

ATTACHMENT C: Form of Subordination Agreement

ARTICLE 2 LOAN PROVISIONS.

Section 2.1 Loan.

The City shall loan to the Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. The obligation to repay the Loan shall be evidenced by the Note in the form provided by the City.

Section 2.2,nterest.

(a) Subject to the provisions of Section 2.2 (b) hereof, the outstanding principal balance of the Loan funds shall accrue simple interest at the rate of Three percent (3%) per annum, commencing on the date of disbursement.

(b) In the event of a default, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan is repaid in full or the Default is cured, at the default rate of twelve percent (12%), compounded annually.

Section 2.3 Use of Loan Funds.

(a) The Borrower shall use the Loan funds to fund development costs consisting of hard construction costs of the property consistent with the Approved Development Budget and the Scope of Work.

(b) The Borrower shall not use the Loan for any other purposes without the prior written consent of the City.

Section 2.4 Security.

(a) Borrower shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Mortgage and Security agreement and Land Use Restriction Agreement and recording them as a lien against the Property.

Section 2.5 Subordination

(a) The Mortgage and Security agreement and Land Use Restriction Agreement may be subordinated to other Approved Financing (in each case, a "Senior Loan" made by a "Senior Lender"), but only on condition that all following conditions are satisfied: All proceeds of the proposed Senior Loan(s), less any transaction costs, must be used to finance the costs of acquisition, construction and/or to provide permanent financing for the Development.

(b) The proposed Senior Lender must be a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with Borrower or any of Borrower's affiliates, other than as a lender or depositary at which Borrower or an affiliate thereof is a depositor.

(c) Borrower must demonstrate to the City's reasonable satisfaction that subordination of the Mortgage and Security Agreement and the Land Use Restriction Agreement is necessary to secure adequate construction and/or permanent financing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the Loan Documents. To satisfy this requirement, Borrower must provide to the city, in addition to any other information reasonably required by the city, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate construction and/or permanent financing to ensure the viability of the Development, and adequate financing for the Development would not be available without the proposed subordination.

(d) The subordination agreement(s) must be structured to minimize the risk that the Mortgage and Security agreement and Land Use Restriction Agreement would be extinguished as a result of a foreclosure by the Senior Lender or other holder(s) of Senior Loan(s). To satisfy this requirement, the subordination agreement must provide the City with adequate rights to cure any defaults by Borrower, including: (i) providing the City or its successor with copies of any notices of default within five (5) Business Days and in the same manner as provided to Borrower by one or more

Senior Lenders; and (ii) providing the City with a cure period of at least thirty (30) days to cure any monetary default and sixty (60) days to cure any non-monetary default. The City shall have the right to determine, in its sole and reasonable discretion, whether the provisions of this subparagraph are satisfied.

(e) The subordination agreement(s) described in the section may be effective only during the original term of the Senior Loan(s) and any extensions of the term thereof and, to the extent that any such Senior Loan includes remedies which survive the expiration of the term or extension term thereof, during the period in which such remedies can be exercised (i.e. while not time-barred by an applicable statute of limitation).

(f) No subordination agreement may limit the effect of the Mortgage and Security Agreement and Land Use Restriction Agreement before a foreclosure, nor require consent of any Senior Lender.

(g) Upon determination by the City's City Manager that the conditions in this Section have been satisfied, the City Manager or its designee will be authorized to execute the approved form of subordination agreement as shown in Attachment "C", without the necessity of any further action or approval.

(h) The Land Use Restriction Agreement shall survive foreclosure or deed in lieu of foreclosure of Property by Senior Lenders, which foreclosure or deed in lieu of foreclosure shall be subject to the provisions thereof, if during the terms of the original Mortgage and Security agreement, an ownership interest in the Development or Property is held by either (1) the owner of record prior to the completion of a foreclosure action or deed in lieu of foreclosure, or (2) any entity that includes the former owner of record or any entity or person with whom the former owners of record has or has family or business ties.

Section 2.6 Conditions Precedent to Disbursement of Loan Funds.

The maximum amount of funds to be disbursed pursuant to this Agreement shall not exceed the amount of the Loan less the Retention Amount. The City shall not be obligated to make any disbursements of Loan funds for construction of the Development or take any other action under the Loan Documents unless the following conditions are satisfied prior to each disbursement of Loan funds:

(a) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under Article 6 of this Agreement;

(b) The Borrower holds title to the Property or is acquiring title simultaneously with the disbursement of the Loan proceeds;

(c) The Borrower has furnished the City with evidence of the insurance coverage meeting the requirements of this Agreement;

(d) The Borrower has caused to be executed and delivered to the City all Loan Documents and any other instruments, and policies required under the Loan Documents;

(e) The Mortgage and Security Agreement and Land Use Restriction Agreement have each been recorded against the Property in the Office of the County Clerk of Doña Ana County;

(f) A title insurer reasonably acceptable to the City is unconditionally and irrevocably committed to issuing an ALTA Lender's Policy of title insurance insuring the priority of the Mortgage and Security agreement and Land Use Restriction Agreement in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the City, and containing such endorsements as the City may reasonably require. The Borrower shall provide whatever documentation (including an indemnification agreement), deposits or surety that is reasonably required by the title company in order for the Mortgage and Security Agreement and Land Use Restriction Agreement to have lien priority over any mechanics liens in connection with any early start of construction;

(g) The Borrower shall provide to the City a copy of applicable environmental reviews under local, State, and the National Environmental Policy Act ("NEPA"), as necessary, and the application for the construction of the Development, and evidence of compliance with all applicable environmental requirements;

(h) The City has determined that the undisbursed proceeds of the Loan, together with the funds or firm commitments for funds that the Borrower has obtained in connection with the Development, are not less than the amount that is necessary to pay for construction of the Development and to satisfy all of the covenants contained in this Agreement and the Mortgage and Security Agreement and Land Use Restriction Agreement;

(i) Borrower has obtained all permits and approvals necessary for the construction of the Development, as required by Section 3.1 hereof, and the City has received a copy of the building permits required to construct the Development (required for disbursements for construction costs only);

(j) The City has received and approved the final plans and specifications for the Development, as required pursuant to Section 3.2 hereof;

(k) The City has received and approved the general contractor's construction contract that the Borrower has entered into or proposed to enter into for construction of the Development as required pursuant to Section 3.3 hereof;

(l) The City has received copies of labor and material (payment) bonds and performance bonds as required pursuant to Section 3.4 hereof;

(m) Borrower has closed all Approved Financing described in Section 1.1(d)(i) through (viii) hereof and is eligible to receive proceeds thereof;

(n) Borrower has obtained a commitment letter from a tax credit equity investor, in form, substance, and amount consistent with the Approved Development Budget, and acceptable to and approved by the City in its reasonable exercise of discretion;

(o) The City has received a written draw request from the Borrower, including certification that the condition set forth in Section 2.6(a) hereof continues to be satisfied, and

setting forth the proposed uses of funds consistent with the Approved Development Budget, the amount of funds needed, and where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested for payment of any contractor in connection with improvements on the Property, the written request must be accompanied by (i) certification by the Borrower's architect reasonably acceptable to the City that the work for which disbursement is requested has been completed (although the City reserves the right to inspect the Property and make an independent evaluation); and (ii) lien release and/or mechanics lien title insurance endorsements reasonably acceptable to the City.

Section 2.7 Conditions Precedent to Disbursement of Retention Amount.

The City shall not be obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The City has received a completion report from the Borrower setting forth (i) the income, household size, and ethnicity of tenants of the Development, (ii) the Unit size, rent amount and utility allowance for all Units in the Development, and (iii) designation of the accessible and/or adaptable Units in the Development.

(b) The City has received a cost certification for the Development from the Borrower showing all sources and uses of funds.

(c) The City has received from the Borrower copies of the final certificate of occupancy for the Development.

(d) The City has received for the Borrower current evidence of the insurance coverage meeting the requirements of Section 4.12 hereof.

(e) The City has received from Borrower a form of lease and marketing plan for the Development.

(f) The City has received from Borrower a final management plan for the Development and contact information for the property manager of the Development and the name and phone number of the on-site property manager.

(g) If the Borrower was required to comply with relocation requirements, the City has received from the Borrower evidence of compliance with all applicable relocation requirements.

(h) If, as a result of the City's funding, the Borrower was required to pay prevailing wages under the Davis- Bacon Act (40 USC 3141-3148), the City has received from Borrower a written certification from the Borrower that they are in compliance with all certified payrolls, and any identified payment issues have been resolved, or the Borrower is working diligently to resolve any such issues. The City reserves the right to confirm with MFA the status of prevailing wage compliance throughout duration of construction.

(i) The City has received a written draw request from the Borrower, including certification that the conditions set forth in this Agreement and continues to be satisfied, and

setting forth the proposed uses of funds consistent with the Approved Development Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred.

(j) Borrower shall apply the disbursement for the purpose(s) requested.

Section 2.8 Repayment Schedule.

The Loan shall be repaid as follows:

(a) Term and Affordability Period. The Loan and this Agreement shall have a term and affordability period (the "Term") that expires on the date 20 years from the date City of Las Cruces issues a final certificate of occupancy, for the Development as set forth in the Certificate Notice, but in any event no later than December 31, 2048.

(b) Amount and Time of Payments. The loan will bear 3% interest per annum and be subject to annual repayment to Lender during the Affordability Period, as defined in Section 1.1 (a) of this Agreement, as the greater of (i)16% of any positive annual Net Cash Flow as defined in Borrower's operating agreement after payments of items 9.1(a)(i) through (iii) of the Partnership Agreement, as determined and certified by the independent accounting firm preparing borrower's annual audited financial statements: or (ii) $500.00 per year. Any repayment required by this paragraph shall be due within 180 days after the close of the Development's fiscal year. Any and all amounts or principal and interest outstanding upon the maturity of the Loan shall be then due and payable.

(c) Payment in Full. All principal and accrued interest on the Loan shall be due in full on the earlier to occur of (i) the date of any Transfer not authorized by the City, (ii) the date of any Default, and (iii) the expiration date of the Term.

(d) Prepayment. The Borrower shall have the right to prepay the Loan at any time without premium or penalty. However, the Agreement shall remain in effect for the entire Loan Term and the Regulatory Agreement, and the Land Use Restriction Agreement shall remain in effect for the entire Term, regardless of any prepayment.

Section 2.9 Non-Recourse.

Except as provided in this Section 2.9, neither the Borrower, nor any general or limited partner of the Borrower, shall have any direct or indirect personal liability for payment of the principal of, and interest on, the Loan or the performance of the covenants of the Borrower under the Land Use Restriction Agreement. Following recordation of the Land Use Restriction Agreement, the sole recourse of the City with respect to the principal of, and interest on, the Note and defaults by Borrower in the performance of its covenants under the Land Use Restriction Agreement shall be to the property described in the Land Use Restriction Agreement; provided, however, that nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement of the Note of all the rights and remedies of the City thereunder, or (ii) be deemed in any way to impair the right of the City to accelerate the unpaid principal amount of the Note as a demand for money within the meaning and intent of the New Mexico Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the Borrower's obligations under the Land Use Restriction Agreement, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the City under Section 7.4 of this Agreement, or liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Land Use Restriction Agreement (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Land Use Restriction Agreement; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3 CONSTRUCTION OF THE DEVELOPMENT

Section 3.1 Permits and Approvals

All permits and approvals necessary for the construction of the Development on the Property must be received no later than December 1, 2025, or such later date that the City may approve, or the City, at its option, and with forty-five (45) days' written notice and opportunity to cure, may declare Borrower in default hereunder.

Section 3.2 Construction Plans.

Simultaneously with submission to the City of Las Cruces Community Development Department ("Development Department") the Borrower shall submit to the City a copy of the Construction Plans for the Development. As used in this Agreement, "Construction Plans" shall mean all construction documentation upon which Borrower and Borrower's contractor shall rely in constructing all the improvements on the Property (including the Units, the community building, landscaping, parking, and common areas) and shall include, but not necessarily be limited to, final architectural drawings, landscaping plans and specifications, final elevations, and building plans and specifications (also known as "working drawings").

(a) If the Construction Plans submitted to the City Development Department conform to the provisions of this Agreement, the City shall approve in writing the Construction Plans. Such approval of the Construction Plans by the City shall not relieve Borrower's Obligation to obtain any and all other approvals required by the City Departments.

(b) If rejected by the City in whole or in part, Borrower shall submit new or corrected Construction Plans no more than thirty (30) business days after notification of the City's rejection and the reasons therefor. The City shall then have fifteen (15) days to review and approve Borrower's new or corrected Construction Plans. The provisions of this Section relating to time periods for approval, rejection, or resubmission of a new or corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City.

Section 3.3 Construction Contract.

(a) Not later than thirty (30) days prior to the proposed commencement of construction of the Development, the Borrower shall submit to the City a copy of its proposed construction contract for the Development. All construction work and professional services shall be performed by persons or entities licensed or otherwise lawfully authorized to perform the applicable construction work or service in the State of New Mexico.

Section 3.4 Construction Bonds.

Prior to commencement of construction of the Development, the Borrower's General Contractor shall deliver to the City copies of labor and material bonds and performance bonds for the construction of the Development in an amount equal to one hundred percent (100%) of the scheduled cost of the Development. Such bonds shall name the City as a co-obligee.

Section 3.5 Commencement of Construction.

Borrower shall cause the commencement of construction of the Development no later than December 31, 2025, or such later date that the City may approve.

Section 3.6 Completion of Construction.

Borrower shall diligently prosecute construction of the Development to completion and shall cause the completion of the construction of the Development no later than June 30, 2026, or such later date that the City may approve.

Section 3.7 Construction Pursuant to Plans and Laws; Prevailing Wages.

(a) To the extent required by applicable law, the Borrower shall cause construction of the Development to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 USC 3141-3148).

(b) The Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act in connection with the construction pursuant to this Agreement, of the Development or any other work undertaken or in connection with the Property and shall indemnify and hold the City harmless against damages, compensation, fines, penalties or other amounts resulting from the successful prosecution of such claim. The requirements in this Subsection shall survive repayment of the Loan, the release, expiration or termination of the Land Use Restriction Agreement.

(c) Borrower shall construct the Development in conformance with the plans and specifications approved by the Development Department. Borrower shall notify the City in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the City.

Section 3.8 Marketing Plan.

(a) No later than three (3) months prior to the projected date of the completion of the Development, Borrower shall submit to the City, its plan for marketing the Development to income-eligible households, including information on affirmative marketing efforts and compliance with fair housing laws, including, but not limited to the information required under 24 C.F.R. Section 92.351(a) (the "Marketing Plan").

Section 3.9 Equal Opportunity.

During the construction of the Development there shall be no discrimination on the basis of race, color, religion, age, disability, sex, sexual orientation, marital status, familial status, genetic information, gender identity, serious medical condition, domestic abuse leave, source of income, ancestry or national origin or any other characteristic protected by federal, state or local law in the hiring, firing, promoting, or demoting of any person engaged in the construction of the Development.

Section 3.10 Minority and Women-Owned Contractors.

Borrower will use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Development. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in the City of Las Cruces or surrounding areas of bid opportunities for the construction of the Development. Documentation of such notifications shall be maintained by Borrower and available to the City as requested.

Section 3.11 Progress Reports.

Until such time as Borrower has received a certificate of occupancy from the City for the Development, Borrower shall provide the City with quarterly progress reports regarding the status of the construction of the Development, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time.

Section 3.12 Construction Responsibilities.

(a) It shall be the responsibility of Borrower to coordinate and schedule the work to be performed so that commencement and completion of the construction will take place in accordance with this Agreement.

(b) It shall be the responsibility of Borrower to coordinate and schedule the work to be performed so that commencement and completion of the construction will take place in accordance with this Agreement.

(c) Borrower shall be solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction or work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the City with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the City and should not be relied upon by Borrower or by

any third parties as a warranty or representation by the City as to the quality of the design or construction of the Development.

Section 3.13 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the City or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the City a surety bond in sufficient form and amount, or provide the City with other assurance satisfactory to the City that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the City may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the City may require Borrower to immediately deposit with the City the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The city may use such a deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction on the Development for a continuous period of thirty (30) days or more and take all other reasonable steps to forestall the assertion of claims of lien against the Property. Borrower authorizes the City, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Development and Property.

Section 3.14 Inspections.

Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the City and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement.

Section 3.15 Approved Development Budget; Revisions to Budget.

As of the date of this Agreement, the city has approved the Approved Development Budget. Borrower shall submit any required amendments to the Approved Development Budget to the City for approval within five (5) days of the date Borrower receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Approved Development Budget. Written consent of the City shall be required to amend the Approved Development Budget.

Section 3.16. Developer Fee.

The maximum cumulative developer fee that may be paid to any entity or entities providing development services to the Development, whether paid up-front or on a deferred basis, shall not exceed the amount allowed by MFA’s Low Income Housing Tax Credit requirements.

Section 3.17 NEPA Mitigation Requirements.

Borrower shall comply with any and all applicable NEPA mitigation requirements attached as Attachment D to this Agreement and incorporated by this reference, if applicable.

ARTICLE 4 LOAN REQUIREMENTS.

Section 4.1 Financial Accountings and Post- Completion Audits.

No later than sixty (60) days following completion of construction of the Development, Borrower shall provide to City a financial accounting of all sources and uses of funds for the Development. No later than one hundred fifty (150) days following completion of construction of the Development, Borrower shall submit an audited financial report showing the sources and uses of all funds utilized for the Development.

Section 4.2 Annual Operating Budget.

At least 150 days prior to the end of each year of the Term, Borrower shall provide to the City an annual budget for the operation of the Development. Unless rejected by the City in writing within fifteen (15) business days after receipt of the budget, said budget shall be deemed accepted. If rejected by the City in whole or in part, Borrower shall submit a new or corrected budget within thirty (30) calendar days of notification of the City's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets shall continue to apply until such budget has been approved by the City.

Section 4.3 Records.

(a) The Borrower shall keep and maintain at the Development, or elsewhere with the City's written consent, full, complete and appropriate books, record and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's compliance with the terms and provisions of this Agreement. Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied and shall be consistent with requirements of this Agreement. All such books, records, and accounts shall be open to and available for inspection and copying by the Approved Financing lenders, the City, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Borrower may be required to furnish to any governmental agency shall at all reasonable times be open for inspection by the City at the place that the books, records and accounts of the Borrower are kept. All supporting documents shall be maintained in accordance with the requirements of 24 CFR §85.20. The Borrower shall preserve such records for a period of not less than five (5) years after the creation of such records in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then the Borrower shall retain such records until such action and all related issues are resolved. Such records shall include all invoices, receipts, and other documents related to expenditures from the Loan funds. Such records shall include but not be limited to:

(i) Records providing a full description of the activities undertaken with the use of the Loan funds;

(ii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements;

(iii) Records demonstrating compliance with the affordability and income requirements for tenants;

(iv) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(v) Records demonstrating compliance with applicable relocation requirements which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;

(vi) Records demonstrating that tenant leases comply with the applicable funding requirements;

(vii) Records demonstrating compliance with Section 3, and labor requirements, including certified payrolls from the Borrower's general contractor evidencing that applicable prevailing wages have been paid, if applicable;

(viii)Financial records as required by 2 CFR 200 subpart F *et seq*, as amended from time to time.

(b) The City shall notify Borrower of any records it deems insufficient. Borrower shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Section 4.4 City Audits.

Each year during the Term, Borrower shall provide the City with a copy of Borrower's annual audit within 30 days after its completion, which shall include information on all of Borrower's activities and not just those pertaining to the Development. In addition, the City or any designated agent or employee of the City at any time shall be entitled to audit all of Borrower's books, records, and accounts pertaining thereto. Such audit shall be conducted during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the City shall deliver a copy of the results of such audit to Borrower.

Section 4.5 Hazardous Materials.

(a) Borrower shall keep and maintain the Property in compliance with and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Borrower shall not use, generate,

manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances", " hazardous wastes", "hazardous materials", or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the City in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The City shall have the right to join and participate as a party if it so elects, in any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower. Borrower shall indemnify and hold harmless the City and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by the City in connection with clauses (i) and (ii), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property: and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify shall survive termination of this Agreement.

(d) Without the City's prior written consent, which shall not be unreasonably withheld, Borrower shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent

decree or compromise might, in the City's reasonable judgment, impair the value of the City's security hereunder; provided, however, that the City's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the City's consent before taking such action, provided that in such event Borrower shall notify the City as soon as practicable of any action so taken. The City agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Borrower establishes to the reasonable satisfaction of the City that there is no reasonable alternative to such remedial action which would result in less impairment of the City's security hereunder; or (iv) the action has been agreed to by the City.

(e) Borrower hereby acknowledges and agrees that (i) this Section is intended as the City's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by state, local, and federal regulations and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of state, local, and federal regulations.

(f) In the event that any portion of the Property is determined to be "environmentally impaired" or to be an "affected parcel", then, without otherwise limiting or in any way affecting the City's or the trustee's rights and remedies under the Land Use Restriction Agreement, the City may (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (i) the rights and remedies of an unsecured creditor, including reduction of its claim against the Borrower to judgment, and (ii) any other rights and remedies permitted by law. The Borrower shall be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the City in connection with any action commenced under this paragraph, including any action required by local and State laws, to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser often percent (10%) and the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Land Use Restriction Agreement shall be due and payable to the City upon its demand made at any time following the conclusion of such action.

Section 4.6 Maintenance and Damage.

(a) During the course of both construction and operation of the Development, Borrower shall maintain the Development and the Property in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Borrower has not cured such condition within thirty (30) days after receiving a City notice of such a condition, then in addition to any other rights available to the City, the City shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other

encumbrance against the Property as security for reimbursement of the City's costs incurred in effecting such cure.

(b) Subject to the requirements of Senior Lenders, and if economically feasible in the City's reasonable judgment after consultation with the Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the City with such changes as have been approved by the City.

(c) Such work or repair shall be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the City in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds and shall be complete within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not make repairs, then any insurance proceeds collected for such damage or destruction shall be distributed as if such proceeds were Residual Receipts (as defined in this Agreement, subject to the rights of the Senior Lenders.

Section 4.7 Fees and Taxes.

Borrower shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development to the extent owned by Borrower and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by the City, Borrower deposits with the City any funds or other forms of assurance that the City in good faith from time to time determines appropriate to protect the City from the consequences of the contest being unsuccessful.

Section 4.8 Notice of Litigation.

Borrower shall promptly notify the City in writing of any litigation which has the potential to materially affect Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 4.9 Operation of Development as Affordable Housing.

(a) Promptly after completion of construction or rehabilitation, the Borrower shall operate the Development as an affordable housing development consistent with requirements for use of all Approved Financing and the Mortgage and Security Agreement and Land Use Restriction Agreement.

(b) Before leasing any Unit in the Development, the Borrower shall submit its proposed form of lease agreement for the City's review.

(c) Before leasing the Development, the Borrower must provide the City, for its review, with the Borrower's written tenant selection plan. Borrower's tenant selection plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253 and any modifications thereto.

(d) The Borrower shall determine the income eligibility of each tenant household in pursuant to the MFA's tenant selection procedures no more than sixty (60) days before the household's expected occupancy of one of the Development's Restricted Units. The Borrower shall comply with tenant certification requirements of any and all applicable Approved Financing.

(e) The maximum household income of a household occupying a Restricted Unit in the Development, and the total charges for rent, utilities, and related services to each household occupying a Restricted Unit shall be maintained as provided in the Land Use Restriction Agreement.

Section 4.10 Nondiscrimination.

(a) The Borrower covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, age, disability, sex, sexual orientation, marital status, genetic information, gender identity, serious medical condition, domestic abuse leave, source of income, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Borrower or any person claiming under or through the Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant shall run with the land.

Section 4.11 Transfer.

(a) For purposes of this Agreement, "Transfer" shall mean any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any rights and/or duties under this Agreement, and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a mortgage interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. "Transfer" shall exclude the leasing of any single unit in the Development to an occupant in compliance with the Land Use Restriction Agreement. The City Manager is authorized to execute assignment and assumption agreements on behalf of the City to implement any approved Transfer.

(b) With the exception of a transfer on foreclosure, deed in lieu of foreclosure to a senior mortgagee, or transfer of the general partner's interest in Borrower to CRBT pursuant to that certain Assignment of Partnership Interests and Capital Contributions Agreement, no Transfer shall be permitted without the prior written consent of the City, which the City may withhold in its sole discretion. The Loan shall automatically accelerate and be due in full upon any Transfer made without the prior written consent of the City.

(c) The City approves the grant of the security interests in the Property described in this Agreement.

(d) Permitted Transfers. Notwithstanding anything to the contrary in the Loan Documents, the following shall not constitute a "Transfer" or default under the Loan Documents: (a) the sale, transfer, conveyance or pledge of limited partnership interests in Borrower; (b) the sale, transfer, conveyance or pledge of any membership interest in the Limited Partner; (c) the appointment by the Limited Partner of an additional or substitute General Partner of the Borrower

in accordance with the Borrower's Partnership Agreement, provided that the Limited Partner delivers prior notice thereof to Lender; (d) the dilution of the General Partner's interest in cash flow and/or capital transaction proceeds in the Borrower in accordance with the terms of the Partnership Agreement; (e) the pledge to the Limited Partner by the General Partner of the General Partner's interest in the Partnership Agreement, as security for the performance of all of the General Partner's obligations under the Partnership Agreement; and (f) any amendment to the Partnership Agreement which does not affect the financial terms of the Partnership Agreement, and does not otherwise adversely affect the security interest of Lender in the Property.

(e) Right to Cure Defaults. The Limited Partner shall have the right to cure any Event of Default existing under the Loan Documents which right must be exercised by the later of (a) the cure period provided in the Loan Documents, or (b) 15 days after receipt of written notice of default by the Limited Partner. For the Limited Partner to exercise effectively its cure rights, the Limited Partner must fully pay the amount past due or perform the defaulted obligations, including the payment of any amounts due for legal expenses incurred in connection with the default. Notwithstanding anything to the contrary in the Loan Documents, upon the occurrence of an Event of Default arising out of: (i) the bankruptcy, insolvency or assignment of assets for the benefit of creditors by the general partner of Borrower, or (ii) the withdrawal from Borrower of the Borrower's general partner, or the death or incapacity of a general partner, or (iii) a breach of the representations concerning such general partner, the Limited Partner shall have the option, but not the obligation, within 45 days of receipt of written notice of such Event of Default from Lender, to cure any such default by appointing a substitute or additional general partner that is an affiliate of the Limited Partner to act as such general partner.

(f) Limitation of Liability. The parties to the Loan Documents acknowledge and agree that the Limited Partner will not have liability to the other parties or to any third party as a general partner of the Borrower resulting from any action taken by the Limited Partner pursuant to the Partnership Agreement, unless and until the Limited Partner is admitted to the Borrower entity as a general partner. Lender agrees that it will not, in connection with any demand, claim or legal action concerning the Loan or Loan Documents, claim that the Limited Partner was liable as a general partner as a result of the Limited Partner allegedly participating in the control of Borrower by reason of any action taken by the Limited Partner pursuant to its powers as a Limited Partner under the Partnership Agreement.

(g) LP Loans. The making of the LP Loans to Borrower by the Limited Partner pursuant to the terms of the Partnership Agreement shall not constitute Events of Default

Section 4.12 Insurance Requirements.

As applicable during construction the Borrower shall maintain the insurance and the following insurance coverage throughout the term of construction:

(a) Builders Risk Policy to the extent required by law, with limits not less than the total development costs of the project.

(b) Commercial General Liability Policy to the extent required by law, with the City named as additional insured with waiver of subrogation, with limits not less than One Million Dollars ($1,000,000) each accident.

As applicable during construction the General Contractor shall maintain the insurance and the following insurance coverage throughout the term of construction:

(a) Commercial General Liability Policy to the extent required by law, with the City named as additional insured with waiver of subrogation, with limits not less than One Million Dollars ($1,000.000) each accident. The policy shall also contain Comprehensive Auto Liability and Workers Compensation coverage, with limits not less than One Million Dollars ($1,000,000) each accident.

As applicable post construction the Borrower shall maintain the insurance and the following insurance coverage throughout the term of affordability or until City loan is paid in full, whichever occurs latest:

(a) Commercial General Liability Policy to the extent required by law, with the City named as additional insured with waiver of subrogation, with coverage not less than the final value of the property estimated at not less than Forty-One Million, One Hundred Sixty-Five Thousand Three Hundred Sixty-Nine Dollars ($41,165,369).

(b) The Borrower shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with the Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a), (b), and (c) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars ($1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (f), (g), and (h) below, including, without limitation, the requirement of subsection (g). Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the City.

(c) All policies and bonds shall contain (i) the agreement of the insurer to give the City at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the City; (iii) a provision that no act or omission of the Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the City and its authorized parties in connection with any loss or damage thereby insured against.

Section 4.13 Anti-Lobbying Certification.

The Borrower certifies, to the best of Borrower's knowledge or belief, that:

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will notify the City prior to execution of this Agreement and related documents.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and no more than One Hundred Thousand Dollars ($100,000) for such failure.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BORROWER.

Section 5.1 Representations and Warranties.

Borrower hereby represents and warrants to the City as follows:

(a) Organization. Borrower is in existing and in good standing under the laws of the State of New Mexico and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a

breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Borrower, or any provision of the organizational documents of Borrower, or will conflict with or constitute a breach of or a default under any agreement to which Borrower is a party or will result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance With Laws; Consents and Approvals. The construction of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security to be given to the City pursuant hereto.

(h) Title to Land. At the time of recordation of the Mortgage and Security agreement and Land Use Restriction Agreement, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the City or as approved in writing by the City, including liens related to or securing the Approved Financing.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the City fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any adverse, material change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Property and the construction of the Development in accordance with the plans and specifications approved by the City.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the Borrower and its subsidiaries, taken as a whole, which would be expected to result in a material impairment of the ability of Borrower to perform under any Loan Document, or a

material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

ARTICLE 6 DEFAULT AND REMEDIES

Section 6.1 Evidence of Default.

Each of the following shall constitute "Default" by Borrower under this Agreement.

(a) Failure to Construct. Failure of Borrower to commence and complete construction of the Development within the times set forth in Article 3 above.

(b) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within ten (10) days after receipt of written notice from the City that such payment is due pursuant to the Loan Documents.

(c) Breach of Covenants. Failure by Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Borrower and to any limited partner of the Borrower who has requested written notice from the City of such failure (a "Permitted Limited Partner") or, if the breach cannot be cured within thirty (30) days, the Borrower shall not be in breach so long as Borrower is diligently undertaking to cure such breach and such breach is cured within ninety (90) days; provided, however, that if a different period or notice requirement is specified under any other section of this Article 6, the specific provisions shall control. The Permitted Limited Partner shall have thirty (30) additional days to cure a breach beyond the cure periods for the Borrower described in this subsection. If a Permitted Limited Partner cannot cure a Default because the Borrower's general partner is in bankruptcy and/or because the cure requires removal of the general partner of the Borrower and the Permitted Limited Partner is proceeding diligently to remove the general partner of the Borrower in order to effect a cure of the Default, the cure period shall be extended for such reasonable time as is necessary for the Permitted Limited Partner to effect a cure of the Default, but in no event longer than one hundred eighty (180) days after the date of receipt by the Permitted Limited Partner of written notice of Default.

(d) Default Under Other Loans. A default is declared under any other financing for the Development by the lender of such financing after any applicable notice and opportunity to cure period. Notwithstanding the foregoing, a default declared under any other financing for the Development by the lender of such financing shall not trigger a Default under the Loan Documents if (i) the Loan otherwise remains in good standing, (ii) the Borrower continues to timely pay all amounts due and owing under the Loan and (iii) the Limited Partner cures any existing default under the Loan Documents pursuant to Section 4.11(e) hereof.

(e) Liens on Property and the Development. There shall be filed any claim of lien (other than liens approved in writing by the City) against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of thirty (30) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the City.

(f) Suspension; Termination. Borrower shall have voluntarily suspended its business or, if Borrower is a partnership, the partnership shall have been dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(g) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development.

(h) Representation or Warranty Incorrect. Any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the City in connection with any of the Loan Documents, proving to have been incorrect in any material respect when made. After issuance of the certificates of occupancy for the Development, Default may be declared under this subsection only if the failure of representation or warranty also has a material adverse effect on the operation of the Development.

Section 6.2 Remedies.

The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the City or automatically where so specified, relieve the City of any obligation to make or continue the Loan and shall give the City the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The City shall have the right to cause all indebtedness of the Borrower to the City under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The City may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the City as a creditor and secured party under all applicable laws, including foreclosure under the Land Use Restriction Agreement. The Borrower shall be liable to pay the City on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the City in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The City shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The City shall have the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. The Borrower agrees to reimburse the City for any funds advanced by the City to cure a monetary default by Borrower upon demand therefor, together with interest of twelve (12%) per annum (the "Default Rate") from the date of expenditure until the date of reimbursement.

Section 6.3 Right to Contest.

Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and, in a manner not prejudicial to the City or the rights of the City hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the City by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Borrower or its agents, employees or contractors, and Borrower shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regard to the construction and operation of the Development, Borrower shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. Borrower shall be solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the City by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties. The City Manager or is designee is authorized to execute on behalf of the City amendments to the Loan Documents or amended and restated Loan Documents as long as any material change in the amount or terms of this Agreement is approved by the City Council,

or in the event the amounts or terms of financing provided by other parties for the Development is revised, requiring conforming amendments to the City Loan documents.

Section 7.4 Indemnification.

The Borrower shall indemnify, defend and hold the City harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property, development, construction marketing and operation of the Development, except to the extent such claim arises from the grossly negligent or willful misconduct of the City, its agents, and its employees. The provisions of this Section shall survive the expiration of the Term and the release of the Land Use Restriction Agreement.

Section 7.5 Non-Liability of City Officials, Employees and Agents.

Pursuant to applicable local, state, and federal statutes and regulations, no member, official, employee or agent of the City shall be personally liable to Borrower in the event of any default or breach by the City or for any amount which may become due to Borrower or its successor or on any obligation under the terms of this Agreement.

Section 7.6 No Third-Party Beneficiaries.

There shall be no third-party beneficiaries to this Agreement.

Section 7.7 Discretion Retained by City.

The City's execution of this Agreement in no way limits the discretion of the City in the permit and approval process in connection with the development of the Development.

Section 7.8 Conflict of Interest.

(a) Disclosure upon assumption of office. Each candidate for councilor and mayor shall within five (5) working days after filing their nomination petition, file a disclosure statement identifying the following:

1. All business and civic group interests, including both policy and financial interests, of the councilor or mayor.

2. All trusts of which the councilor or mayor is a beneficiary.

3. All investments of the councilor or mayor including real estate holdings. In this respect, the real estate holdings shall include a legal description or other description sufficient to identity the location and extent of the property.

The council shall determine the format of the disclosure statement. The disclosure statement shall not require valuation of the assets owned by the councilor or mayor nor the number of shares of ownership in limited partnerships or corporations wherein that individual is an owner. The disclosure statement shall be filed with the city clerk and shall be updated annually thereafter by

the councilor or mayor during his or her term of office. This report shall be a public record. It is intended that this section be broadly construed.

(b) Disclosure at council meeting. A councilor or mayor who has any private financial interest, direct or indirect, in any matter pending before or within the city or council shall disclose such private interest immediately. The council then shall determine if that councilor or mayor shall be disqualified from participating in any debate, decision or vote related thereto. Violation of this section shall render the contract, sale or purchase voidable at the option of the council.

(c) Employees' conflicts of interest. The city shall adopt, by ordinance or resolution, a policy for municipal employees prohibiting employees' conflicts of interest and dealing with violations of such policy.

Section 7.9 Notices, Demands and Communications.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City:

City of Las Cruces
700 N Main
Las Cruces, NM 88001
Attn: Housing and Neighborhood Revitalization Administrator

Borrower:

Peachtree Canyon Apartments II LLLP
113 E. 1st Ave.
Truth or Consequences, NM 87901

With a copy to:

Law Office of Mark Berry
1 Wren
Littleton CO 80127

Limited Partner:

AHP Housing Fund 370, LLC
1314 Douglas ST Ste 1400
Omaha, NE 68102-1944
Attn: Legal Notices
Email: notices@berkahp.com

With a copy to:

Kutak Rock LLP
2001 16th Street, Suite 1800

Denver, Colorado 80202
Attention: Ellen K. O'Brien
Email: ellen.obrien@kutakrock.com

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

Section 7.11 Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and shall bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof shall inure to the benefit of the City and its successors and assigns.

Section 7.12 Attorneys' Fees. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure. In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in Default where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In no event shall the City be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.15 City Approval. The City has authorized the City Manager to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The City shall not unreasonably delay in reviewing and approving or disapproving any proposal by Borrower made in connection with this Agreement.

Section 7.16 Waivers. Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Borrower or to pursue any remedy allowed under this

Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Borrower shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 7.17 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the Loan.

Section 7.19 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

This Agreement has been entered into by the undersigned as of the first above written.

Signatures on Next Page

CITY:
City of Las Cruces, a New Mexico Municipal Corporation

By: _____
Ikani Taumoepeau, City Manager

Approved as to form: _____

MODRALL, SPERLING, ROEFIL, HARRIS & SISK, P.A.

By: Peter Franklin

Owner/Borrower:

Peachtree Canyon Apartments II, LLLP, a New Mexico limited liability limited partnership

By: Peachtree Canyon Management, LLC, a New Mexico limited liability company Its: General Partner

By: PTC One LLC,
a New Mexico limited liability company
Its: Manager and Member

By: New Mexico Housing and Community Development Corporation,
a New Mexico nonprofit corporation
Its: Sole Member and Manager

By: _____
Steven Rice, President

ATTACHMENT “A”

LEGAL DESCRIPTION

A 6.086± ACRE TRACT OF LAND BEING ALL OF THAT CERTAIN LOT 2 AS SHOWN ON THE PLAT FOR PEACHTREE CANYON AS RECORDED JULY 15, 2024, IN REC NO. 2414766 OF THE DONA ANA COUNTY CLERK RECORDS; THIS TRACT IS LOCATED WITHING SECTION 15, T22S, R2E, NMPM, USGLO, WITHIN THE CITY OF LAS CRUCES, DONA ANA COUNTY , NEW MEXICO, RATIFICATION OF PLAT FILED SEPTEMBER 13, 2024 AS DOCUMENT NO. 2419634.

ATTACHMENT “B’

APPROVED DEVELOPMENT BUDGET

2025 MFA UNIVERSAL RENTAL DEVELOPMENT APPLICATION

Schedule A: Development Cost Budget

Use of this unlocked version of Schedule A is at the Applicant's risk. A locked version is available upon request.

Project Name: Peachtree Canyon Apartments II Date: 3/19/2025

Total Units: 144 Low Income Units: 144

*Round figures to nearest dollar

				FEDERAL HTC REQUESTS ONLY RESIDENTIAL COSTS ONLY		
	TOTAL ACTUAL COST	COMMERCIAL	RESIDENTIAL	ACQUISITION BASIS	REHAB/ NEW CONSTRUCTION BASIS	Rehab/NC Projects enter entire H/C + Rehab amount in column to the left and enter rehab amount here.
ACQUISITION COSTS						
Land Acquisition	902,437		902,437			
Building Acquisition	-			-		
Other (a)	-		-	-		
SUBTOTAL	902,437	-	902,437	-	-	-
TOTALS FROM SCHEDULE "D" CONTRACTOR'S AND MORTGAGOR'S COST BREAKDOWN						
Demolition (I)	-		-		-	-
Abatement (II)	-		-		-	-
Site Construction (III)	-		-		-	-
Buildings and Structures (IV)	23,111,405		23,111,405		23,111,405	-
Off-Site Improvements (V)	-		-		-	-
Other Costs (VI)	-		-		-	-
SUBTOTAL (VII)	23,111,405	-	23,111,405	-	23,111,405	-
OTHER CONSTRUCTION COSTS						
Contractor Overhead	462,228		462,228		462,228	-
Contractor Profit	924,456		924,456		924,456	-
General Requirements	1,386,684		1,386,684		1,386,684	-
Construction Contingency	1,155,570		1,155,570		1,155,570	-
Gross Receipts Tax (GRT)	2,148,994		2,148,994		2,148,994	-
Landscaping	-				-	
Furniture, Fixtures, & Equipment	150,000		150,000		150,000	
Other (b)	-		-		-	
SUBTOTAL	6,227,932	-	6,227,932	-	6,227,932	-
PROFESSIONAL SERVICES/FEES						
Architect (Design)	515,700		515,700		515,700	
Architect (Supervision)	-				-	
Attorney (Real Estate)	55,000		55,000		55,000	
Engineer/Survey	55,000		55,000		55,000	-
Other (c)	45,000		45,000		45,000	
SUBTOTAL	670,700	-	670,700	-	670,700	-
CONSTRUCTION FINANCING						
Builders Risk/Hazard Insurance	187,202		187,202		187,202	
Contractor's Liability Insurance	288,893		288,893		288,893	-
Contractor's Performance Bond	285,063	-	285,063		285,063	-
Interest	2,750,000		2,750,000		2,750,000	
Origination\Discount Points	106,000		106,000		106,000	
Credit Enhancement	-				-	
Inspection Fees	35,000		35,000		35,000	
Title and Recording	255,000		255,000		255,000	
Legal	95,000		95,000		95,000	
Taxes	-				-	
Other (d)	45,500		45,500		45,500	
SUBTOTAL	4,047,658	-	4,047,658	-	4,047,658	-

--CONTINUED ON NEXT PAGE--

PERMANENT FINANCING COSTS						
Bond Premium	-					
Credit Report	-					
Origination\Discount Points	10,000		10,000			
Credit Enhancement	-					
Title and Recording	-					
Legal	50,000		50,000			
Costs of Bond Issuance	-					
Pre-Paid MIP	-					
Reserves and Escrows	-					
Other (e)	234,690		234,690			
SUBTOTAL	294,690	-	294,690	-	-	-
SOFT COSTS						
Market Study	8,500		8,500		8,500	
Enviromental	3,500		3,500		3,500	
Tax Credit Fees	157,917		157,917			
Appraisal	8,500		8,500		8,500	
Hard Relocation Costs	-					
Accounting/Cost Certification	25,000		25,000			
Other (f)	-		-			
SUBTOTAL	203,417	-	203,417	-	20,500	-
SYNDICATION						
Organization	50,000		50,000			
Bridge Loan	-					
Tax Opinion	-					
Other (g)	-		-			
SUBTOTAL	50,000	-	50,000	-	-	-
TDC before Dev. Fees & reserves	35,508,239	-	35,508,239	-	34,078,195	-
RESERVES						
Rent Up	-					
Operating	671,050		671,050			
Replacement	-					
Escrows/Working Capital	-					
Other (h)	-		-			
SUBTOTAL	671,050	-	671,050	-	-	-
DEVELOPER FEES						
Developer Fee*	4,971,154		4,971,154		4,971,154	
Consultant Fee	-					
Relocation Consultant	-					
SUBTOTAL	4,971,153	-	4,971,153	-	4,971,153	4,971,154
Total Development Cost (TDC)	41,150,442	-	41,150,442	-	39,049,348	4,971,154

*The amount of developer fee included in 30 percent basis will be proportional to acquisition cost (not including land) divided by total development cost (TDC). If the project just has land as acquisition, then there will not be a split in the developer fee. If you have any basis eligible acquisition costs, then the developer fee will be split based on the percentage of acquisition basis vs rehab basis. For example, if basis eligible acquisition costs are % of TDC, % of developer fee will be included in 30% basis. No deductions are made from TDC for the purpose of calculating the developer fee split.

SCHEDULE A - DEVELOPMENT COST BUDGET

SCOPE OF WORK

The new construction of Peachtree Canyon Apartments II, a 144-unit Low Income Housing Tax Credit project, containing 48 1-BR, 48 2-BR, and 48 3-BR units. All 144 units are rent restricted to households with income up to 60% of area median income. Site amenities will include a community building featuring an office, lounge, exercise room, secure package drop off. Outdoor amenities include a pool, dog park, walking paths, playground areas, landscaped courtyards and picnic areas. Funding is provided from the City of Las Cruces Telshor funds, Mortgage Finance Authority HOME funds, NM Housing Trust Funds, and National Housing Trust Funds.

ATTACHMENT "C"

SUBORDINATION AGREEMENT

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Robert P. Singleton, Esq.
Winthrop and Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402

SUBORDINATION AND STANDSTILL AGREEMENT (SWAP)
(CEDAR RAPIDS BANK AND TRUST COMPANY AND CITY OF LAS CRUCES HTF LOAN)

THIS SUBORDINATION AND STANDSTILL AGREEMENT (SWAP) (CEDAR RAPIDS BANK AND TRUST COMPANY AND CITY OF LAS CRUCES HTF LOAN) (this "***Agreement***") is entered into this ____ day of _____, 2025, by and among (i) CEDAR RAPIDS BANK AND TRUST COMPANY, an Iowa state-chartered banking corporation (together with its successors and/or assigns, the "***Senior Lender***"), (ii) the CITY OF LAS CRUCES, a New Mexico municipal corporation (the "***Subordinate Lender***"), and (iii) PEACHTREE CANYON APARTMENTS II, LLLP, a New Mexico limited liability limited partnership (the "***Borrower***").

Recitals

WHEREAS, Borrower is the fee owner of certain real property located in Las Cruces, New Mexico, more particularly described in Exhibit A attached hereto and hereby incorporated herein (the "Property"); and

WHEREAS, Borrower will construct and develop a 144-unit multifamily affordable housing development on the Property (the "Project"); and

WHEREAS, New Mexico Mortgage Finance Authority, a public body politic and corporate, separate and apart from, but constituting a governmental instrumentality of the state of New Mexico, duly organized and existing under the laws of the State of New Mexico, in its capacity as Issuer ("Issuer"), issued (i) its Multifamily Housing Revenue Bonds (Peachtree Canyon II Apartments Project) Series 2025A, dated as of [_____], 2025, in the original principal amount of $[_____] (the "Series A Bonds"), and (ii) its Multifamily Housing Revenue Bonds (Peachtree Canyon II Apartments Project) Series 2025B, dated as of [_____], 2025, in the original principal amount of $[_____] (the "Series B Bonds" and, together with the Series A Bonds, the "Bonds"), to Senior Lender pursuant to that certain Bond Financing Agreement dated

as [_____] 1, 2025 (the "Financing Agreement"), by and among Issuer, Borrower, and Senior Lender to finance the rehabilitation of the Project; and

WHEREAS, the Senior Lender purchased the Bonds and the Issuer (i) used the proceeds from the sale of the Series A Bonds to make a loan to the Borrower in the original principal amount of the Series A Bonds (the "Senior Permanent Loan") pursuant to the Financing Agreement and that certain Continuing Covenants Agreement dated as of [_____], 2025 between the Borrower and the Senior Lender (the "Senior Loan Agreement"), and (ii) used the proceeds from the sale of the Series B Bonds to make a loan to the Borrower in the original principal amount of the Series B Bonds (the "Senior Bridge Loan" and, together with the Senior Permanent Loan, collectively, the "Senior Loans") pursuant to the Financing Agreement and the Continuing Covenants Agreement; and

WHEREAS, in connection with the Senior Permanent Loan, Senior Lender and Borrower have entered into an ISDA Master Agreement dated as of [_____], 2025, together with an applicable schedules and any other documents executed in connection therewith (the "Swap Documents"); and

WHEREAS, the Swap Documents are secured by that certain Swap Mortgage, Assignment of Rents and Security Agreement dated of even date herewith and recorded concurrently herewith in the records of the Dona Ana County Clerk (the "Official Records"), executed by the Borrower in favor of the Senior Lender (the "Senior Mortgage"); and

WHEREAS, the Borrower has requested the Senior Lender to permit the Subordinate Lender to make a subordinate loan to the Borrower in the amount of $6,000,000 (the "Subordinate Loan") and to secure the Subordinate Loan by, among other things, placing a mortgage lien against the Property; and

WHEREAS, the obligations of Borrower to repay the Subordinate Loan is currently evidenced by a Promissory Note (City of Las Cruces Housing Trust Fund) dated as of [_____], 2025, executed by Borrower in favor of Subordinate Lender in the original principal amount of $6,000,000 (the "Subordinate Note"); and

WHEREAS, the Subordinate Note is secured by, among other things, a City of Las Cruces Housing Trust Fund Mortgage and Security Agreement dated as of [_____], 2025 (the "Subordinate Mortgage"), executed by Borrower in favor of Subordinate Lender and recorded concurrently herewith in the Official Records, and encumbering the Property; and

WHEREAS, in connection with the Subordinate Loan, Borrower entered that certain City of Las Cruces Housing Trust Fund Land Use Restriction Agreement dated as of [_____], 2025 and recorded concurrently herewith in the Official Records (the "Subordinate LURA"); and

WHEREAS, the Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place a subordinate lien against the Property subject to all of the conditions contained in this Agreement; and

WHEREAS, as a condition to entering into the Swap Documents, Senior Lender requires that Borrower and Subordinate Lender enter into this Agreement.

NOW, THEREFORE, in order to induce the Senior Lender to enter into the Swap Documents and permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to place a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"Affiliate" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"Borrower" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

"Business Day" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"Default Notice" means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a Senior Loan Default has occurred under the Swap Documents; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement. When any other Person becomes the legal holder of the Swap Documents, such other Person shall automatically become the Senior Lender.

"Senior Loan Default" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"Senior Loan Documents" means the Swap Documents, the Senior Mortgage and all other documents evidencing, securing or otherwise executed and delivered in connection with the Swap Documents.

"Subordinate Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"Subordinate Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"Subordinate Loan Documents" means the Subordinate Note, the Subordinate Mortgage and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

2. Permission to Place Mortgage Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Property (which are subordinate in all respects to the lien of the Senior Mortgage) to secure the Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is not true and correct on both of those dates, the provisions of the Senior Mortgage and Senior Loan Documents applicable to unpermitted liens on the Property shall apply.

3. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) Subordinate Note. The Subordinate Note shall be deemed to contain the following provision:

> The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by an ISDA Master Agreement dated [_____], 2025 by and between Borrower and Cedar Rapids Bank and Trust Company (the "ISDA Master Agreement"), to the extent and in the manner provided in that certain Subordination and Standstill Agreement (Swap) of even date herewith

between the Borrower, Subordinate Lender and the Senior Lender (the "Subordination Agreement"). The Mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Mortgage securing the Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage securing the obligations under the ISDA Master Agreement are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of this Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender (as defined in the Subordination Agreement) under the Subordination Agreement.

(b) Relationship of Borrower to Subordinate Lender and Senior Lender. The Subordinate Lender is not an Affiliate of the Borrower and is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower.

(c) Term. The term of the Subordinate Note does not end before 6 months after the term of the Swap Documents.

(d) Subordinate Loan Documents. The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents.

(e) Senior Loan Documents. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents.

4. Terms of Subordination.

(a) Agreement to Subordinate. The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Mortgage and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Mortgage and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Mortgage, curing defaults by the Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Mortgage, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

(b) Subordination of Subrogation Rights. The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the Senior Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Mortgage.

(c) Payments Before Senior Loan Default. Until the Subordinate Lender receives a Default Notice of a Senior Loan Default from the Senior Lender, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default. The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. Notwithstanding anything to the contrary in this Agreement, including the immediately preceding sentence, nothing herein shall limit Subordinate Lender's rights, in the event of a default under the Subordinate Loan Documents, to (a) compute interest on all amounts due and payable under the Subordinate Note at the default rate described in the Subordinate Loan Documents, (b) compute prepayment premiums and late charges, (c) enforce against any person, other than Borrower and any guarantors or indemnitors under the Senior Loan Documents, any guaranty of the obligations of Borrower under the Subordinate Note, and (d) specifically enforce any non-monetary obligations under the Subordinate LURA. If the Subordinate Lender receives written notice from the Senior Lender that the Senior Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to

the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice; provided, however that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents to the extent permitted under Section 5(b). All amounts paid by the Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the Senior Mortgage.

(b) Subordinate Lender's Agreement to Standstill. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without the Senior Lender's prior written consent, it will not accelerate the Subordinate Loan, commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other collection or enforcement action.

(c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then

provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Swap Documents shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such Senior Loan Default.

6. Default Under Senior Loan Documents.

(a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default as provided below. Subordinate Lender may have up to 30 days from the date of the Default Notice to cure any monetary default under the Senior Loan Documents; provided, however, that the Senior Lender shall be entitled during such 30-day period to continue to pursue its remedies with respect to the Property. Subordinate Lender may have up to 60 days from the date of the Default Notice to cure a non-monetary default if during such 60-day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 60-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property. All amounts paid by the Subordinate Lender to the Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until the Senior Lender has taken affirmative action to exercise its rights under the Senior Mortgage to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Mortgage. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any Senior Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be

deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the Senior Mortgage and the Subordinate Mortgage, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the Senior Mortgage remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the

Senior Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied to payment of the costs and expenses of repair and restoration in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Swap Documents shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever and Subordinate Lender agrees that it shall not transfer or assign the Subordinate Loan or the Subordinate Loan Documents without the prior written consent of the Senior Lender.

9. Stabilization, Modification or Refinancing of Senior Loan.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money.

10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

Cedar Rapids Bank and Trust Company
500 1st Avenue NE
Cedar Rapids, Iowa 52401
Attention: Adam O'Sullivan

With a copy to:

Winthrop & Weinstine, P.A.
225 South 6th Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: Robert P. Singleton, Esq.

SUBORDINATE LENDER:

City of Las Cruces
700 N Main
Las Cruces, New Mexico 88001
Attention: Housing & Neighborhood Services Administrator

With a copy to:

City of Las Cruces Legal Department
700 N. Main
Las Cruces, New Mexico 88001
Attention: City Attorney

BORROWER:

Peachtree Canyon Apartments II, LLLP
113 E. 1st Avenue

Truth or Consequences, New Mexico 87901
Attention: Steven Rice

With a copy to:

Law Office of Mark Berry
1 Wren
Littleton, Colorado 80127
Attention: Mark Berry

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances. The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the Senior Mortgage, or to further evidence the intent of this Agreement.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Mortgage; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SENIOR LENDER:

CEDAR RAPIDS BANK AND TRUST COMPANY, an Iowa state-chartered banking corporation

By: _____
Adam O'Sullivan
Senior Vice President

STATE OF MISSOURI)
)
COUNTY OF GREENE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Adam O'Sullivan, a Senior Vice President of Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation, for and on behalf of said banking corporation.

_____
Notary Public

SUBORDINATE LENDER:

CITY OF LAS CRUCES, a
New Mexico municipal corporation

By: _____
Ikani Taumoepeau
City Manager

STATE OF NEW MEXICO)
)
COUNTY OF DONA ANA)

This instrument was acknowledged before me this ___ day of _____, 2025, by Ikani Taumoepeau, the City Manager of the City of Las Cruces, a New Mexico municipal corporation, for and on behalf of said municipal corporation.

_____
Notary Public

BORROWER:

PEACHTREE CANYON APARTMENTS II, LLLP, a New Mexico limited liability limited partnership

By: Peachtree Canyon Management, LLC, a New Mexico limited liability company, its General Partner

By: PTC One LLC, a New Mexico limited liability company, its Manager and Member

By: New Mexico Housing and Community Development Corporation, a New Mexico nonprofit corporation, its Sole Member and Manager

By: _____
Steven Rice
President

STATE OF NEW MEXICO)
)
COUNTY OF SIERRA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Steven Rice, the President of New Mexico Housing and Community Development Corporation, a New Mexico nonprofit corporation, the Sole Member and Manager of PTC One LLC, a New Mexico limited liability company, the Manager and Member of Peachtree Canyon Management, LLC, a New Mexico limited liability company, the General Partner of Peachtree Canyon Apartments II, LLLP, a New Mexico limited liability limited partnership, and acknowledged to me that he executed the within instrument on behalf of said limited liability limited partnership.

_____
NOTARY PUBLIC
Residing at: _____
My Commission Expires:_____

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted].

26-020

Type of Action:
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ N/A		
1st Reading:		**Adopted:**	August 4, 2025
Drafter:	Natalie Green	**Department:**	City Manager's Office
Program:	Housing and Neighborhood Services	**Line of Business:**	Housing and Neighborhood Services

Title: **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.**

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

PURPOSE(S) OF ACTION:

Approve grant agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) recognizes the need to provide a diverse range of affordable housing options through private/public partnerships. Tierra del Sol Housing Corporation (TdS), a nonprofit affordable housing developer and qualified grantee will construct an affordable housing development known as Skylark Subdivision to be located at 5401 Central, Las Cruces, New Mexico 88012. City Staff is recommending a partnership through the execution of an Affordable Housing Grant agreement between the City and TdS to allocate up to $1,400,000.00 to be used for costs of financing infrastructure necessary to support the affordable housing Skylark subdivision. This project will be funded using affordable housing funds from the State of New Mexico and if needed Affordable Housing Trust Fund (AHTF) in accordance with the Affordable Housing General Oversight Ordinance. The funding would be used for the necessary planning, design, engineering, construction, acquisition, or installation of infrastructure improvements. Such action is supported by various adopted plans including the City's Affordable Housing Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces, and the Council Strategic Plan.

The homes to be constructed will be sold to qualified low-income households utilizing TDS's homeownership program. Any funds granted by the city will provide for a direct reduction in the sales price of the units, offering an affordable mortgage to the individual households. The City will file a Deed Restriction & Restrictive Covenants Agreement, against each unit at closing to maintain the property's affordability and designated use during the affordability period.

SUPPORT INFORMATION:

Exhibit "A" TDS Skylark 2025 FINAL
Attachment "A" PLAT

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan, 2016-2020 Consolidated Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
$4,972,334	$4,972,334	$1,400,000.00

Funding Source(s):

Affordable Housing Trust (Fund 2013) 20430061-721080-23784
Other- 20430021-721080- TBD

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 action will approve the Resolution and the Affordable Housing Grant Agreement between the City and Tierra Del Sol Housing Corporation for the Skylark Subdivision.
2. Vote "No", this action will not approve the Resolution, nor the Affordable Housing Grant Agreement between the City and Tierra Del Sol Housing Corporation for the Skylark Subdivision.
3. Vote to "Amend", this action could delay the Resolution and would require further direction to come from Council
4. Vote to "Table", the action would delay the Resolution and would require further direction from City Council.

REFERENCE INFORMATION:

1. Resolution No. 18-126
2. Resolution No. 21-027
3. Resolution No. 21-187

RESOLUTION 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.

The City Council is informed that:

WHEREAS, City of Las Cruces (City) recognizes the need to provide a diverse range of affordable, clean, and safe housing options through private/public partnerships; and

WHEREAS, Tierra del Sol Housing Corporation (TdS), a nonprofit affordable housing developer and qualified grantee will will design and construct an affordable housing development known as Skylark Subdivision to be located at 5401 Central, Las Cruces, New Mexico 88012; and

WHEREAS, City Staff is recommending a partnership through the execution of an Affordable Housing Grant agreement between the City and TdS to allocate up to $1,400,000.00 to be used for costs of financing infrastructure necessary to support the affordable housing Skylark subdivision; and

WHEREAS, This project will be funded through affordable housing funds from the State of New Mexico and/or the Affordable Housing Trust Fund (AHTF) in accordance with the Affordable Housing General Oversight Ordinance and the funding would be used to for the necessary planning, design, engineering, construction, acquisition, or installation of infrastructure improvements; and

WHEREAS, such action is supported by various adopted plans including the City's Affordable Housing Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces, and the Council Strategic Plan.

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

(I)

THAT the Affordable Housing Grant Agreement between the City and Tierra Del Sol Housing Corporation, as shown in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved and the City Manager is authorized to execute the agreement on the City’s behalf.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

CITY OF LAS CRUCES

AFFORDABLE HOUSING GRANT AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of July, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and **Tierra del Sol Housing Corporation, of 210 E. Idaho Suite B, Las Cruces, NM 88005** hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Tierra del Sol Housing Corporation, a qualified grantee in accordance with the City's Municipal Code Chapter 13, Divisions 2: Affordable Housing General Oversight Ordinance and the State of New Mexico Affordable Housing Act, will construct an affordable housing subdivision commonly known as the Skylark Subdivision, located at 5401 Central, Las Cruces, New Mexico 88001 and more specifically described in Exhibit "C" attached hereto a made a part hereof (hereinafter referred to as "Property").Funding under this agreement in an amount up to $1,400,000.00 will be used for costs of financing *infrastructure* as defined in Exhibit A necessary to support the affordable housing Skylark subdivision project.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed $1,400,000.00 plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on July 1, 2025, for a term of one (1) year through June 30, 2026. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B. All funds must be spent no later than June 30, 2026. Any funds remaining after the June 30, 2026, deadline may be forfeited.

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

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification. CONTRACTOR agrees that no increased change in price is authorized under this section without the CITY's agreement to such change within the five (5) business work days authorized herein, regardless of (i) CONTRACTOR's performance consistent with the requested change, (ii) notice to CITY of such performance, or (iii) CITY's compliance or noncompliance with its written response requirement.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification. CONTRACTOR agrees that no increased change in price is authorized under this section without the CITY's agreement to such change within the five (5) business work days authorized herein, regardless of (i) CONTRACTOR's performance consistent with the requested change, (ii) notice to CITY of such

performance, or (iii) CITY's compliance or noncompliance with its written response requirement.

10. DELAYS

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

11. TERMINATION

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

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

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

12. RECORDS AND AUDITS

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

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

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

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

14. INDEPENDENT CONTRACTOR

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

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

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

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Housing and Neighborhood Services
With Copies to:	City Clerk
TO CONTRACTOR:	Tierra Del Sol Housing Corporation 210 E. Idaho Suite B Las Cruces, NM 88005 ATTENTION: Rose Garcia, Executive Director

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

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

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

(SIGNATURES ON NEXT PAGE)

TIERRA DEL SOL HOUSING CORPORATION

BY: _____
Rose Garcia
Executive Director

_____
Date

CITY OF LAS CRUCES

BY: _____
Ikani Taumoepeau
City Manager

_____
Date

APPROVED AS TO FORM

Approved as to form 7.14.25 via email
City Attorney

EXHIBIT A
SCOPE OF WORK

Tierra del Sol Housing Corporation, a qualified grantee in accordance with the City's Municipal Code Chapter 13, Divisions 2: Affordable Housing General Oversight Ordinance and the State of New Mexico Affordable Housing Act, will design and construct an affordable housing subdivision.

Funding under this agreement up to $1,400,000.00 will be used for costs of financing *infrastructure* necessary to support the affordable housing Skylark subdivision to be located at 5401 Central, Las Cruces, New Mexico 88001 and more specifically described on the attached Exhibit "C". All Lots will require a lien in the form of a Deed Restrictions and Restrictive Covenants Agreement, attached on Exhibit "D". *Exhibit "D" maybe substituted with updated provisions as necessary to the City's benefit.*

For the purposes of this agreement *Infrastructure* shall mean *infrastructure improvements* and *infrastructure purposes* as defined below:

Infrastructure improvement shall include, but is not limited to:

1. Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use, and discharge;
2. Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use, and discharge;
3. Water systems for domestic purposes, including production, collection, storage, treatment, transport, delivery, connection, and dispersal;
4. Areas for motor vehicle use for travel, ingress, egress, and parking;
5. Trails and areas for pedestrian, equestrian, bicycle, or other non-motor vehicle use for travel, ingress, egress, and parking;
6. Parks, recreational facilities, and open space areas for the use of residents for entertainment, assembly, and recreation;
7. Landscaping, including earthworks, structures, plants, trees, and related water delivery systems;
8. Electrical transmission and distribution facilities;
9. Natural gas distribution facilities;
10. Lighting systems;
11. Cable or other telecommunications lines and related equipment;
12. Traffic control systems and devices, including signals, controls, markings, and signs;
13. Inspection, construction management, and related costs in connection with the furnishing of the items listed in this definition; and
14. Heating, air conditioning, and weatherization facilities, systems or services, and energy efficiency improvements that are affixed to real property.

Infrastructure purpose shall mean:

1. Planning, design, engineering, construction, acquisition, or installation of infrastructure, including the costs of applications, impact fees and other fees, permits, and approvals related to the construction, acquisition, or installation of the infrastructure;
2. Acquiring, converting, renovating, or improving existing facilities for infrastructure, including facilities owned, leased, or installed by the owner;
3. Acquiring interests in real property or water rights for infrastructure, including interests of the owner; and
4. Incurring expenses incident to and reasonably necessary to carry out the purposes specified in this definition.

EXHIBIT B

SCHEDULE

Construction timeline after agreement execution:

1.	Subdivision Development	total time 12 months
2.	Bidding Construction	60 days
3.	Land Development	10 months

All funds must be expended by June 30, 2026.

EXHIBIT C

5.9701 ACRE PARCEL
DONA ANA COUNTY PARCEL ID 02-19712
WITHIN SECTION 14 TOWNSHIP 22 SOUTH, RANGE 2 EAST
NEW MEXICO PRINCIPAL MERIDIAN U.S.G.L.O. SURVEYS
LAS CRUCES, NEW MEXICO

A certain parcel of land being Doha Ana County Parcel ID 02-19712 situate within Section 14, Township 22 South, Range 2 East, New Mexico Principal Meridian, U.S.G.L.O Surveys, Las Cruces, New Mexico, and being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch rebar with cap #5948 set at the southwest corner of this parcel, said point being on the north right of way line of Central Road (50' ROW), WHENCE a nail in pavement at the centerline of Central Road bears S 00°-40`-48"W, a distance of 25.00 feet and from WHENCE, along the centerline of Central Road, a nail at the intersection of Central Road and Mesa Grande Drive being the West Quarter Corner of Section 14 Township 22 South, Range 2 East, New Mexico Principal Meridian, bears N 89°-19'-12"W, a distance of 1,647.00 feet, said centerline bearing of Central Road is the "Basis of Bearing" of this parcel as depicted on "Right of Way Map of Central Road" prepared by the AES Group on May 31, 1991 and on record with the City of Las Cruces;

THENCE, from the Point of Beginning and leaving the north right of way line of Central Road, N 00°-25'-04"E, a distance of 272.62 feet to a rebar with cap (illegible), found at the south right of way line of Skylark Lane (40' ROW), and northwest corner of the parcel herein described;

THENCE, continuing along the south right of way line of Skylark Lane, S 89°-02'-19"E, distance of 962.47 feet to a PK nail set at the intersection of the north right of way line of Skylark Lane and the west right of way line of Mesa Drive (60' ROW) and northeast corner of the parcel herein described;

THENCE, continuing along the south right of way line of Mesa Drive, S 00°-29J-18"W, distance of 267.89 feet to a 5/8" rebar with cap #5948 set at the intersection of the west right of way line of Mesa Drive and the north right of way line of Central Road (50' ROW), and southeast corner of the parcel herein described;

THENCE, continuing along the north right of way line of Central Road N 89°4 9'42"W a distance of 962.11 to the point of beginning of the parcel herein described, said parcel containing 260,056 square feet or 5.9701 acres of land, more or less.

EXHIBIT D

CITY OF LAS CRUCES
AFFORDABLE HOUSING
DEED RESTRICTIONS AND COVENANTS AGREEMENT

Date: , 2026

_____, a person, (“Owner") for consideration paid, grants to the City of Las Cruces, a New Mexico municipal corporation, having a mailing address of P.O. Box 20000, Las Cruces, NM, 88004 (“Lender”), the following described real estate in Dona Ana County, New Mexico (“Property”), which has an address of _____, Las Cruces, NM 88001, and which is more particularly described as follows in Exhibit "A" attached hereto and made a part hereof. If there is a conflict between the legal description and the Property address, the legal description shall control.

Deed Restrictions

This Deed Restrictions and Covenants Agreement ("Agreement") secures; (1) the performance of all of Owner’s obligations and agreements are contained within this agreement; (2) the conditions and obligations imposed upon the use of the Property are contained herein; and (3) the performance of the following obligations and is upon the statutory Deed Restrictions condition for the breach of which it is subject to foreclosure as provided by law;

A. This instrument and these restrictions are subordinate to the rights and liens, if any, under any valid outstanding Mortgage/Deed of Trust, currently of record. Foreclosure of such prior recorded lien or transfer in lieu of foreclosure shall extinguish this instrument and these restrictions; However, if any time following foreclosure by a lender or other transfer in lieu of foreclosure, but still during the term of the Affordability Period, the owner of record prior to the foreclosure or deed-in-lieu of foreclosure, or any newly formed entity that includes the former owner, or those with whom the former owner has family or business ties, in the Property the Affordability Period shall be revived according to its original terms.

B. In the event of a refinancing during the Affordability Period, the Property must continue to be subject to these deed restrictions; however, the initial date hereof will continue as the baseline for the Affordability Period.

C. The provisions of this instrument are hereby declared covenants running with the land and are fully finding on any successors, heirs, and assigns of Owner who may acquire any rights, title, or interest in or to the Property, or any part of it. Owner, its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.

Exhibit “D” maybe substituted with updated provisions as necessary to the City’s benefit.

This Agreement secures all future advances of funds to Owner by Lender in connection with this Agreement, and the lien of each such advance will relate back to the date of recordation of this Agreement.

Restrictive Covenants

This Agreement restricts the use of the Property, and is in consideration of a subsidy from Lender to Owner, through the Agent, Tierra del Sol in the amount of XXX ($XXX) ("Affordable Housing Grant/Grants") for payment of Infrastructure improvement necessary for lot development. The Affordable Housing Grant will be made to the Owner through the Agent pursuant to Chapter 13 of the Las Cruces Municipal Code, as amended from time to time, and can be made to Owner only if Owner agrees to the restrictions and requirements set forth herein.

In consideration of the Grant and of the mutual covenants and understandings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender and Owner agree as follows:

Affordability. Owner shall maintain the Property as Owner-occupied, single family residential property for residential purposes only, until the expiration of the Affordability Period of 15 years. The Affordability Period will begin on the date of the execution of this Deed Restrictions and Covenants Agreement.

Owner Occupied. Annually during the Affordability Period, upon request from their agent Tierra del Sol, or its assigns, the owner(s) is required to provide documentation to their agent confirming the owner is occupying the unit as their principal residence. If, at any time during the term of the Affordability Period, the Property ceases to be the principal residence of Owner, whether through sale of the Property or otherwise, the Owner agrees to reimburse the City of Las Cruces for the full amount of Affordable Housing funds granted under this agreement. The Owner further represents and warrants that his/her family, if any, and the Owner met income eligibility requirements at the time the Contract to build the unit was executed with the Agent, Tierra del Sol.

Default. Owner agrees that any default under the terms of the Grant, as those terms are set forth in this Agreement and executed contemporaneously herewith, or under the terms of any other mortgage or encumbrance on the Property, whether superior to or junior to this Agreement, will constitute a default under this Agreement and shall cause the full amount of the Affordable Housing Grant to become due and payable to the Lender.

Right of Redemption. If this Agreement is foreclosed, the redemption period after judicial sale shall be one (1) month in lieu of nine (9) months.

Owner(s) acknowledges having read all the provisions of this Deed Restrictions and Covenants Agreement, and agrees to its terms.

Exhibit "D" maybe substituted with updated provisions as necessary to the City's benefit.

IN WITNESS WHEREOF the undersigned Owner(s) have hereunto set their hand(s) this_____ day of _____, 2026.

_____ _____
, Owner/Borrower ,Owner/Borrower

Acknowledgment

STATE OF NEW MEXICO)
) ss
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____.

_____
Notary Public
My commission expires:
_____

NOTES:

1. THE DEVELOPER IS RESPONSIBLE FOR (A) ALL EASEMENTS, MAIN LINE EXTENSIONS AND STUBOUTS NECESSARY TO PROVIDE SEPARATE UTILITY SERVICES TO EACH LOT AND (B) COMPLIANCE WITH ALL APPLICABLE UTILITY STANDARDS.
2. WATER BY CITY OF LAS CRUCES.
   GAS BY CITY OF LAS CRUCES.
   SEWER BY CITY OF LAS CRUCES.
3. PORTIONS OF THE PROPERTY ARE IN THE SPECIAL FLOOD HAZARD AREA THEREFORE ANY DEVELOPMENT WITHIN THE BOUNDARIES OF THIS PROPERTY WILL NEED TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) REQUIREMENTS. SUBJECT PROPERTY LOCATED IN FLOOD ZONE "X" AREAS AND IN THE 0.2% ANNUAL CHANGE FLOODPLAIN ACCORDING TO THE FEMA MAP 35013C0914G, EFFECTIVE DATE JULY 06, 2016.
4. MESA DRIVE 12.5' ADDITIONAL RIGHT -OF-WAY TO BE DEDICATED TO THE CITY OF LAS CRUCES AS OPEN SPACE WITH THE FILING OF THIS PLAT. AND WILL BE MAINTAINED BY THE CITY OF LAS CRUCES.
5. ALL LOTS LOCATED AT STREET INTERSECTIONS WILL BE SUBJECT TO CLEAR SIGHT TRIANGLE REGULATIONS.
6. TRACT B IS STORM WATER DETENTION TRACT AND WILL BE MAINTAINED BY DEVELOPER.
7. TRACT A IS A MAILBOX TRACT AND WILL BE MAINTAINED BY DEVELOPER AND HOME OWNER ASSOCIATION.
8. THIS SURVEY IS COMPILATION OF INFORMATION PROVIDED OR FOUND IN PUBLIC RECORD. THERE MAY BE OTHER DOCUMENTS SPECIFYING EASEMENTS, RESTRICTIONS, COVENANTS AND CODES THAT WERE NOT PROVIDED OR NOT KNOWN ABOUT AT THE TIME OF PREPARATION OF THIS PLAT.
9. ALL LOTS AND TRACTS WILL NOT HAVE DIRECT ACCESS TO CENTRAL OR MESA OR SKYLARK.
10. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING SEPARATE UTILITY STUB-OUTS TO EACH LOT AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.

TIERRA DEL SOL SUBDIVISION 2

A 5.97 ACRE PARCEL AS THE SAME IS DESCRIBED IN QUITCLAIM DEED
FILED OCTOBER 30, 2019, AS INSTRUMENT No. 1924587 COUNTY RECORDS
LOCATED IN SECTION 14, TOWNSHIP 22 SOUTH, RANGE 2 EAST
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO

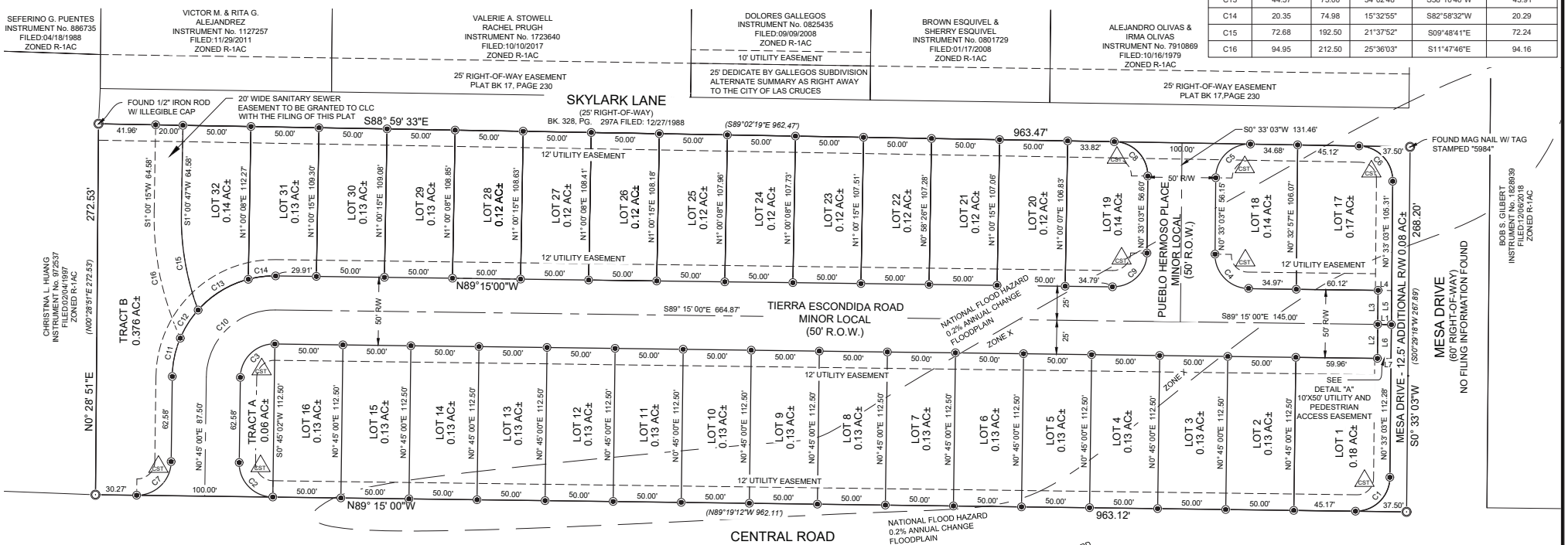
FINAL PLAT

AUGUST 2024
5.97 AC. ±

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°15'00"E	10.00
L2	N00°33'03"E	25.00
L3	S00°33'03"W	25.00
L4	N89°15'00"W	10.00
L5	N00°33'03"E	25.00
L6	N00°33'03"E	25.00
L7	S89°15'00"E	10.00

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.57	25.00	90°41'55"	N45°35'59"E	35.57
C2	39.27	25.00	90°00'00"	S44°15'00"E	35.36
C3	39.19	25.00	89°49'21"	S45°50'29"W	35.30
C4	39.26	25.00	89°58'54"	S44°15'46"E	35.35
C5	39.47	25.00	90°27'24"	S45°46'45"W	35.50
C6	39.74	25.43	89°32'36"	N43°42'54"W	35.82
C7	39.27	25.00	90°00'00"	N45°45'00"E	35.36
C8	39.07	25.00	89°32'36"	N44°13'15"W	35.21
C9	39.59	24.66	91°58'37"	N45°33'37"E	35.47
C10	78.54	50.00	90°00'00"	S45°45'00"W	70.71
C11	28.99	75.00	22°09'01"	S11°53'07"W	28.81
C12	24.53	75.00	18°44'16"	S32°19'45"W	24.42
C13	44.57	75.00	34°02'48"	S58°10'46"W	43.91
C14	20.35	74.98	15°32'55"	S82°58'32"W	20.29
C15	72.68	192.50	21°37'52"	S09°48'41"E	72.24
C16	94.95	212.50	25°36'03"	S11°47'46"E	94.16

BEARINGS BASED ON THE EAST LINE OF REFERENCE DOCUMENT: QUITCLAIM DEED FILED: OCTOBER 30, 2019 AS INSTRUMENT No. 1924587. BASIS OF BEARINGS: N0°28'51"E, 272.53.



LEGEND

- FOUND 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 5948 (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD W/ 1" PLASTIC CAP MARKED "SMA PS 21204"
- CST — CLEAR SIGHT TRIANGLE AREA. LOTS SHOWN WITH CST SYMBOL WILL BE SUBJECT TO CLEAR SIGHT REGULATIONS AND RESTRICTIONS.
- (N89°19'12"W 962.11) RECORD BEARING AND DISTANCE

MONUMENT NOTES

1. SET TAG MARKED "SMA PS 21204" AT FOUND MONUMENTS EXCEPT STATE OR FEDERAL MONUMENT UNLESS NOTED OTHERWISE.

SET MONUMENTS ARE 1/2 INCH REBAR WITH 1" PLASTIC CAP MARKED "SMA PS 21204" UNLESS OTHERWISE NOTED.

SMA Engineering Environmental Geomatics

SOUDER, MILLER & ASSOCIATES

3500 Sedona Hills Parkway
Las Cruces, NM 88011
Phone (575) 647-0799
Toll Free (800) 647-0799

TIERRA DEL SOL SUBDIVISION 2

SUBMITTED BY :
TIERRA DEL SOL HOUSING CORP.
A NEW MEXICO NONPROFIT CORPORATION

PROJECT NUMBER 9330409
DATE AUGUST 2024
DRAWN BY EBV
CHECKED BY DDC
2 OF 2

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P:\9-TDS Central Rd and Mesa Dr Subdiv (9330409)\Survey\01-DWG\FINAL PLAT Revised.dwg, 9/27/2024 6:09:21 AM JJA

26-021

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A**		
1st Reading:		**Adopted:**	August 4, 2025
Drafter:	Natalie Green	**Department:**	City Manager's Office
Program:	Housing & Neighborhood Services	**Line of Business:**	Housing & Neighborhood Services

Title: **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**

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

PURPOSE(S) OF ACTION:

Approve grant agreement

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Pedrena Apartments is an 80-unit senior affordable housing development currently under construction at 801 E. Farney Lane in Las Cruces, New Mexico. The project is age-restricted to residents 55 years and older and will include one- and two-bedroom units. All 80 units will be reserved for individuals or households earning no more than 60% of the Area Median Income (AMI), with income and rent restrictions in place for 40 years.

The development will be owned by Pedrena Apartments LLC, a New Mexico limited liability company, with Pedrena-TDC LLC and Pedrena–Northwest Integrity Housing Co. Associates (NIHC) LLC serving as co-managing members.

On December 19, 2022, City Council adopted Resolutions No. 23-077 and 24-042, committing a $3 million loan to support the Pedrena Apartments project, contingent upon the award of Low Income Housing Tax Credits (LIHTC) from the New Mexico Mortgage Finance Authority (MFA). Following the LIHTC award, the City was also notified of an additional funding allocation from the State of New Mexico to further support affordable housing development. Approximately $300,000 of this funding has been allocated to the Pedrena Apartments.

To comply with the requirements of the New Mexico Affordable Housing Act and the City's Affordable Housing General Oversight Ordinance, the City has prepared an Affordable Housing Grant Agreement with Northwest Integrity Housing Co., a qualified nonprofit grantee. The agreement provides up to $300,000 to support infrastructure improvements associated with the project. Additionally, a Land Use Restriction Agreement (LURA) will be recorded against the property to ensure long-term affordability. Both agreements are included as Exhibits "A" and "B" to the proposed resolution and require approval by City Council.

SUPPORT INFORMATION:

Exhibit "A" PEDRENA 2025 FINAL

EXHIBIT "B" LURA_Pedrena FINAL

PLAN(S):
City Council Strategic Plan, Other, 2021-2025 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
$4,972,334	$4,972,334	$300,000

Funding Source(s):
Affordable Housing Trust (Fund 2013) 20430061-721080-23784
Other- 20430021-721080- TBD

Overall Budget Impact:
Expenditures are from the Affordable Housing Fund (2013) but may be reclassified as additional funding is incorporated into the budget.

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

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

OPTIONS / ALTERNATIVES:
1. Vote "Yes", this action will approve the Resolution and the Affordable Housing Grant Agreement between the City and Northwest Integrity Housing Co. for the Pedrena Apartments.
2. Vote "No", this action will not approve the Resolution, nor the Affordable Housing Grant Agreement between the City and Northwest Integrity Housing Co. for the Pedrena Apartments.
3. Vote to "Amend", this action could delay the Resolution and would require further direction to come from Council
4. Vote to "Table", the action would delay the Resolution and would require further direction from City Council.

REFERENCE INFORMATION:
1. Resolution 23-077
2. Resolution 24-042

RESOLUTION 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

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) is subject to the State of New Mexico Affordable Housing Act (Act) which identifies specific requirements to ensure governmental entities can assist with land, building, infrastructure, and financing of affordable housing projects; and

WHEREAS, the City desires to assist Low Income Housing Tax Credit (LIHTC) applicants in submitting highly competitive applications to the New Mexico Mortgage Finance Authority (MFA) which can be supported with cash, land, buildings, or fee waivers from local governments; and

WHEREAS, the allocations of City funding for affordable housing development are in compliance with the Act, the City's Affordable Housing Ordinance and support the goals and objectives of the City's adopted Affordable Housing Plan; and

WHEREAS, City Council approved Resolution no. 23-077 and 24-042 allocating $3M in funding from the Telshor Facility Fund to subsidize the development of the Pedrena Apartments LIHTC project; and

WHEREAS, the City has been notified of additional grant funding from the State of New Mexico for the City's affordable housing projects; and

WHEREAS, in order to comply with regulatory requirements of the Act, a Affordable Housing Grant agreement between the City and Northwest Integrity Housing Co./Pedrena Apartments LLC as shown in Exhibit "A" is required to be executed; and

WHEREAS, in order to comply with regulatory requirement of the Act, the Land Use Restriction Agreement, and shown in Exhibit "B" is required to be executed.

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

(I)

THAT the Housing Grant Agreement between the City and Northwest Integrity Housing Co / Pedrena Apartments LLC, as shown in Exhibit "A" is hereby approved for execution.

(II)

THAT the Land Use Restriction Agreement between the City and Northwest Integrity Housing Co / Pedrena Apartments LLC, as shown in Exhibit "B" is hereby approved for execution.

(III)

THAT the City Manager as the official representative of the City is hereby authorized to execute the Affordable Housing Grant Agreement and the Land Use Restriction Agreement on the City's behalf.

(IV)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

CITY OF LAS CRUCES

AFFORDABLE HOUSING GRANT AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of July, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and **Northwest Integrity Housing Co., an Idaho nonprofit corporation, with a principal address of 420 W Main Street, Suite 300, Boise, Idaho 83702** hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Northwest Integrity Housing Co., an Idaho nonprofit corporation, a qualified grantee in accordance with the City's Municipal Code Chapter 13, Divisions 2: Affordable Housing General Oversight Ordinance and the State of New Mexico Affordable Housing Act, has assisted or will assist in the construction of an affordable housing multifamily development commonly known as the Pedrena Apartments, located at 801 Farney Lane, Las Cruces, New Mexico 88001 and more specifically described in Exhibit "C" attached hereto a made a part hereof (hereinafter referred to as "Property"). Funding under this agreement in an amount up to $300,000.00 will be used for costs of financing *infrastructure* as defined in Exhibit A necessary to support the Pedrena Apartments project.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed $300,000.00 plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on July 1, 2025, for a term of one (1) year through June 30, 2026. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B. All funds must be spent no later than June 30, 2026. Any funds remaining after the June 30, 2026, deadline may be forfeited.

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

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification. CONTRACTOR agrees that no increased change in price is authorized under this section without the CITY's agreement to such change within the five (5) business work days authorized herein, regardless of (i) CONTRACTOR's performance consistent with the requested change, (ii) notice to CITY of such performance, or (iii) CITY's compliance or noncompliance with its written response requirement.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification. CONTRACTOR agrees that no increased change in price is authorized under this section without the CITY's agreement to such change within the five (5) business work days authorized herein, regardless of (i) CONTRACTOR's performance consistent with the requested change, (ii) notice to CITY of such

performance, or (iii) CITY's compliance or noncompliance with its written response requirement.

10. DELAYS

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

11. TERMINATION

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

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

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

12. RECORDS AND AUDITS

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

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

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

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

14. INDEPENDENT CONTRACTOR

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

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

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

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

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

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

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

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

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

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

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Housing and Neighborhood Services
With Copies to:	City Clerk
TO CONTRACTOR:	Northwest Integrity Housing Co. 420 W Main Street, Suite 300 Boise, Idaho 83702 ATTENTION: Rick Sullivan, Executive Director

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

24. SEVERABILITY

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

25. CONFLICT OF INTEREST

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

(SIGNATURES ON NEXT PAGE)

NORTHWEST INTEGRITY HOUSING CO.

BY: _____
Rick Sullivan
Executive Director

_____
Date

CITY OF LAS CRUCES

BY: _____
Ikani Taumoepeau
City Manager

_____
Date

APPROVED AS TO FORM

Approved as to form 7.14.25 via email
City Attorney

EXHIBIT A
SCOPE OF WORK

Northwest Integrity Housing Co., a qualified grantee in accordance with the City's Municipal Code Chapter 13, Divisions 2: Affordable Housing General Oversight Ordinance and the State of New Mexico Affordable Housing Act, has assisted or will assist in the construction of an affordable housing project known as the Pedrena Apartments, a senior development – age restricted to residents 55-years old and older – and will contain 80 apartment units of one and two bedrooms. Of the 80 units to be built at Pedrena Apartments, 74 will be in a three-story building with central hallways and two elevators. The amenities will include in-unit washers and dryers, a business center, kitchen, library, exercise room, and a private meeting room for the provision of social services. All 80 units will be reserved for individuals and couples earning no more than 60 percent of area median income. The income and rent limits will be in place for 20 years.

Funding under this agreement up to $300,000.00 will be used for costs of financing *infrastructure* necessary to support the Pedrena Apartments LIHTC Project located at 801 E. Farney, Las Cruces, New Mexico 88001 and more specifically described on the attached Exhibit "C".

The Project shall be subject to a recorded Low-Income Use Restriction Agreement (LURA), legally binding on the property as shown in Exhibit "D". This LURA shall be a mandatory condition of the agreement between the CITY and the CONTRACTOR.

For the purposes of this agreement *Infrastructure* shall mean *infrastructure improvements* and *infrastructure purposes* as defined below:

Infrastructure improvement shall include, but is not limited to:

1. Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use, and discharge;
2. Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use, and discharge;
3. Water systems for domestic purposes, including production, collection, storage, treatment, transport, delivery, connection, and dispersal;
4. Areas for motor vehicle use for travel, ingress, egress, and parking;
5. Trails and areas for pedestrian, equestrian, bicycle, or other non-motor vehicle use for travel, ingress, egress, and parking;
6. Parks, recreational facilities, and open space areas for the use of residents for entertainment, assembly, and recreation;
7. Landscaping, including earthworks, structures, plants, trees, and related water delivery systems;
8. Electrical transmission and distribution facilities;
9. Natural gas distribution facilities;
10. Lighting systems;
11. Cable or other telecommunications lines and related equipment;

12. Traffic control systems and devices, including signals, controls, markings, and signs;
13. Inspection, construction management, and related costs in connection with the furnishing of the items listed in this definition; and
14. Heating, air conditioning, and weatherization facilities, systems or services, and energy efficiency improvements that are affixed to real property.

Infrastructure purpose shall mean:

1. Planning, design, engineering, construction, acquisition, or installation of infrastructure, including the costs of applications, impact fees and other fees, permits, and approvals related to the construction, acquisition, or installation of the infrastructure;
2. Acquiring, converting, renovating, or improving existing facilities for infrastructure, including facilities owned, leased, or installed by the owner;
3. Acquiring interests in real property or water rights for infrastructure, including interests of the owner; and
4. Incurring expenses incident to and reasonably necessary to carry out the purposes specified in this definition.

EXHIBIT B

BUDGET

All funds must be expended by June 30, 2026.

7/10/25

SOURCES & USES
Description
Las Cruces, NM

Estimated Sources of Funds as of 7/10/25		Pre-Construction Figures 3/5/24	Variance
Tax Credit Equity	$ 11,407,626	$ 11,230,798	$ 176,828
Permanent Loan	$ 4,443,500	$ 4,443,500	$ -
NM HOME - MFA	$ 800,000	$ 800,000	$ -
National Housing Trust Fund - MFA	$ 1,500,000	$ 1,500,000	$ -
New Mexico HTF - MFA	$ 1,000,000	$ 1,000,000	$ -
Residual Receipts - City of Las Cruces	$ 3,000,000	$ 3,000,000	$ -
CDBG funds - City of Las Cruces	$ 100,000	$ 100,000	$ -
HOME - City of Las Cruces	$ 200,000	$ 200,000	$ -
NM SLFRF - MFA	$ 2,000,000	$ 2,000,000	$ -
Investor Member and Managing Member C	$ 200	$ 200	$ -
State Loan via - City of Las Cruces	$ 300,000	-	$ 300,000
GP Loan	$ 1,224,381	$ 1,224,381	$ -
Deferred Costs	$ -	$ -	$ -
Deferred Developer Fee	$ 1,165,056	$ 1,095,088	$ 69,968
Total Sources of Funds	$ 27,140,763	$ 26,593,967	546,796

Estimated Uses of Funds as of 7/10/25		Pre-Construction Figures 3/5/24	Variance
Land Costs	$ 521,493	$ 521,493	$ -
Acquisition Costs	$ 53,507	$ 53,507	$ -
Construction Costs	$ 19,922,953	$ 19,775,400	$ 147,553
Construction Contingency	$ 225,420	$ 988,770	$ (763,350)
Financing Costs	$ 1,413,265	$ 1,143,298	$ 269,967
Architecture & Engineering	$ 1,095,554	$ 725,387	$ 370,167
Other Soft Costs	$ 1,001,803	$ 1,003,869	$ (2,066)
Developer Fees	$ 1,995,292	$ 1,450,519	$ 544,773
Soft Cost Contingency	$ 251,774	$ 300,100	$ (48,326)
Reserves	$ 659,702	$ 631,624	$ 28,078
Total Uses of Funds	$ 27,140,763	$ 26,593,967	546,796
Overfunded/(Shortfall)	**$ 0**	**$ -**	**$ -**

EXHIBIT C

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PART OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED REC#0424074, IN PLAT BOOK 537, PAGE 1924-1925, FILED JULY 26, 2004 IN THE RECORDS OF THE DONA ANA COUNTY CLERK; THIS TRACT IS PART OF USRS 11C-47 AND IS LOCATED IN THE SW 1/4 OF PRESENTED SECTION 20, T23S, R2E, USRS, LOCATED WITHIN THE CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO. THIS TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A FOUND BAR WITH ALUMINUM CAP (NMPS 20095), ALONG THE NORTH RIGHT-OF-WAY LINE OF FARNEY LANE FOR THE POINT OF BEGINNING AND SOUTHEAST CORNER OF THIS TRACT; THENCE S76°14'04"W, FROM SAID POINT OF BEGINNING & ALONG THE NORTH RIGHT OF WAY OF FARNEY LANE, A DISTANCE OF 515.43 FEET TO A FOUND BAR WITH ALUMINUM CAP (NMPS 20095) FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N44°21'28"W A DISTANCE OF 26.68 FEET TO A FOUND BAR WITH ALUMINUM CAP (NMPS 20095) FOR A CORNER OF THIS TRACT; THENCE N16°50'39"W, ALONG THE EAST RIGHT OF WAY OF EL PASEO ROAD, A DISTANCE OF 325.11 FEET TO AN IRON ROD SET FOR A POINT OF CURVATURE AND CORNER OF THIS TRACT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1949.86 FEET, A CURVE LENGTH OF 4.32 FEET, A DELTA OF 00°07'37", AND WHOSE LONG CHORD BEARS N16°11'29"W A DISTANCE OF 4.32 FEET TO AN IRON ROD SET FOR A POINT OF TANGENCY AND THE NORTHWEST CORNER OF THIS TRACT; THENCE N76°19'54"E, LEAVING EL PASEO ROAD A DISTANCE OF 432.05 FEET TO AN IRON ROD SET ON THE WEST RIGHT OF WAY LINE OF WEST PARK DRIVE FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE S36°07'46"E ALONG THE WEST RIGHT OF WAY OF WEST PARK DRIVE, A DISTANCE OF 350.02 FEET TO A FOUND BAR WITH AN ALUMINUM CAP (NMPS 20095), FOR A POINT OF CURVATURE AND CORNER OF THIS TRACT; THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CURVE LENGTH OF 39.09 FEET, A DELTA OF 111°58'15", AND WHOSE LONG CHORD BEARS S20°12'09"W A DISTANCE OF 33.16 FEET BACK TO THE POINT OF BEGINNING, AS SET FORTH ON THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY LARRY O. UNDERWOOD, NMPELS No. 5983 DATED DECEMBER 14, 2023.

EXHIBIT D

The Project shall be subject to a recorded Land Use Restriction Agreement (LURA), legally binding on the property. This LURA shall be a mandatory condition of the agreement between the City and the CONTRACTOR.

EXHIBIT "D"

CITY OF LAS CRUCES
HOUSING TRUST FUND
LAND USE RESTRICTION AGREEMENT

Made in Las Cruces, New Mexico Date: July _____, 2025

This Land Use Restriction Agreement (the "Agreement") is made by **PEDRENA APARTMENTS LLC**, a New Mexico limited liability company (the "Owner"), with a principal address of 420 W. Idaho Street, Suite 200, Boise, ID 83702, in favor of the **CITY OF LAS CRUCES**, a municipal corporation (the "City") with a principal address of 700 N. Main Street, Las Cruces, NM 88001.

1. Recitals

A. The Owner will develop an 80 unit Low-Income Housing Tax Credit ("LIHTC") apartment complex.

B. The Owner is the beneficial owner of that certain real estate ("Real Property") in Dona Ana County, New Mexico, which is more particularly described in Exhibit "A" attached hereto and made a part hereof and, upon the issuance by Doña Ana County, New Mexico of its multifamily housing revenue bonds (the "Bonds") in connection with the Real Property, Owner will hold a leasehold interest therein while the Bonds are outstanding.

C. The City has granted funds in the amount of $300,000 under an Affordable Housing Grant Agreement to **NORTHWEST INTEGRITY HOUSING CO.**, an Idaho nonprofit corporation, with an address of 420 W. Main Street, Suite 300, Boise Idaho, 83702, to benefit the Real Property of the Owner.

D. In consideration for the assistance given by the City for the benefit of the Owner, the City and Owner have agreed to restrictions on the use and rental of the real property in order to implement the policies and obligations of City's Affordable Housing General Oversight Ordinance and Affordable Housing Trust Fund with such restrictions surviving the foreclosure of the Project by Senior Lenders.

2. Definitions

"Affordability Period" means the 20 years beginning on the date that the City of Las Cruces issues a final certificate of occupancy for the Property that the Property shall be designated as affordable housing for extremely low and low-income households.

"Annual Gross Income" means the anticipated total income from all sources, as defined in 24 CFR Part 5.609 to be received by the Family Head and spouse and by each additional member of the household during a twelve-month period.

"City's Median Income" means the median income for the City of Las Cruces, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development from time to time and published in the Federal Register.

"City Assisted Units" means the 80 revenue producing units at the Property, which shall be known as La Pedrena Apartments.

"Housing Quality Standards" means the applicable standards set forth in 24 CFR Part 887 to maintain a decent, safe and sanitary living environment.

"Project" or “Development” means Pedrena Apartments.

"Section 8 Fair Market Rent" means that rent established by the U.S. Department of Housing and Urban Development as authorized under 24 CFR Part 882.

Except as otherwise expressly provided herein, all capitalized terms shall have the meaning given in the Affordable Housing Grant Agreement.

3. Land use Restrictive Covenants

During the term of this Agreement as set forth in Paragraph 5 below:

A. Use of Property. The Real Property shall be used as, and only for, residential rental purposes.

B. Income Qualification. The Owner or its assignee shall determine the annual income of a household occupying or seeking to occupy any of the 80 revenue producing units at the Project prior to occupancy. Tenants occupying units shall meet the minimum/maximum income targeting criteria:

1. 8 units will be for households with annual gross incomes at or below 30% of Area Median Income (AMI),

2. 72 units will be for households with annual gross incomes at or below 60% AMI.

3. LIHTC Income levels are published annually by the New Mexico Mortgage Finance Authority.

C. Rent Determination. All 80 revenue producing units in the Project will be rent restricted units with rents amounts based on the Housing Credit Maximum Rents published annually by the New Mexico Mortgage Finance Authority. If utilities are not included in the rent, an allowance must be made using HUD approved established utility allowance levels.

D. Tenant Selection and Re-Certification. The Owner or its Assignee shall undertake the initial review of income eligibility of prospective tenants for all 80 revenue producing units in the Project. In determining income eligibility, the Owner acknowledges that the City shall examine rent and income calculations and tenant files on up to 10% of the units on an annual basis for monitoring compliance. All documentation including, but not necessarily limited to, a tenant’s application, verifications, proposed rent and lease terms shall be kept in tenant files for the entire 20-year Affordability Period for the purpose of monitoring compliance.

E. Maintenance of Tenant Files and Re-verification. During the 20-year Affordability Period, the Owner shall re-verify tenant eligibility annually with similar documentation as submitted at initial lease-up. This information must be maintained in the tenants’ files and made available for review by the City.

F. Lease Provisions. Each household in a revenue producing unit will have an executed lease with the Owner.

G. Property Standards Requirements. The Project will meet all Uniform Physical Condition Standard (UPCS) inspection protocol as developed by the U.S. Department of Housing & Urban Development to ensure that housing is decent, safe, sanitary and in good repair during the affordability period.

4. Reporting Requirements

Upon issuance of the Certificate of Occupancy by the City of Las Cruces, the Owner shall submit annual reports by no later than the last business day of July of each year during the 20-year Affordability Period. These reports shall include, but not be limited to, the financial statements for the Project, and a certified rent roll showing household size, tenant's race and ethnicity, whether the occupant is a female head of household, date of execution of the occupants current lease, adjusted gross annual income, and rental rates.

5. Term

The term of this Agreement shall commence and the restrictions set forth herein shall automatically commence to apply, on the day and time that the Mortgage securing permanent financing for the Development (as defined in the Mortgage) on the Real Property is recorded in the Office of the County Clerk of Doña Ana County, New Mexico. This Agreement and the Restrictive Covenants set forth herein shall automatically terminate at 5:00 p.m., New Mexico time on the twentieth (20th) anniversary of such recordation.

6. Covenants Running with Real Property

This Agreement shall be and constitute covenants running with the Real Property during the term of this Agreement and shall be enforceable by the City by legal and equitable action, including an action for injunctive relief.

7. Binding Effect

Upon execution of this Agreement by the Owner and the City, the terms, conditions and covenants of this Agreement shall be binding upon and inure to the benefit of the parties and of their representatives.

8. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

SIGNATURES PAGES FOLLOW

EXHIBIT "D"

Signed this _____ day of _____, 2025.

BORROWER:

Pedrena Apartments LLC,
a New Mexico limited liability company

By: Thomas Development Co.,
an Idaho corporation
its Managing Member

By:_____
Thomas C. Mannschreck, President

By: Northwest Integrity Housing Co.,
an Idaho nonprofit corporation
its Managing Member

By:_____
Rick Sullivan, Executive Director

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Thomas C. Mannschreck, the President of Thomas Development Co., an Idaho corporation, the Managing Member of Pedrena Apartments LLC, a New Mexico limited liability company, and acknowledged to me that he executed the within instrument on behalf of said limited liability company.

_____
NOTARY PUBLIC
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Rick Sullivan, the Executive Director of Northwest Integrity Housing Co., an Idaho nonprofit corporation, the Managing Member of Pedrena Apartments LLC, a New Mexico limited liability company, and acknowledged to me that he executed the within instrument on behalf of said limited liability company.

_____
NOTARY PUBLIC
Residing at: _____
My Commission Expires: _____

[Signature Page]

EXHIBIT “D”

ACKNOWLEDGED BY THE CITY OF LAS CRUCES:

By: _____
Ikani Taumoepeau, City Manager

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Ikani Taumoepeau, as City Manager of the City of Las Cruces, a New Mexico municipal corporation.

(NOTARY SEAL)

_____
Notary Public

EXHIBIT “D”

ATTACHMENT “A”
(To Exhibit D)

Legal Description of Real Property

All that certain real property located in the County of Dona Aña, State of New Mexico, described as follows:

A TRACT OF LAND BEING A PART OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED REC#0424074, IN PLAT BOOK 537, PAGE 1924-1925, FILED JULY 26, 2004 IN THE RECORDS OF THE DONA ANA COUNTY CLERK; THIS TRACT IS PART OF USRS 11C-47 AND IS LOCATED IN THE SW 1/4 OF PRESENTED SECTION 20, T23S, R2E, USRS, LOCATED WITHIN THE CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO. THIS TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A FOUND BAR WITH ALUMINUM CAP (NMPS 20095), ALONG THE NORTH RIGHT-OF-WAY LINE OF FARNEY LANE FOR THE POINT OF BEGINNING AND SOUTHEAST CORNER OF THIS TRACT; THENCE S76°14'04"W, FROM SAID POINT OF BEGINNING & ALONG THE NORTH RIGHT OF WAY OF FARNEY LANE, A DISTANCE OF 515.43 FEET TO A FOUND BAR WITH ALUMINUM CAP (NMPS 20095) FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N44°21'28"W A DISTANCE OF 26.68 FEET TO A FOUND BAR WITH ALUMINUM CAP (NMPS 20095) FOR A CORNER OF THIS TRACT; THENCE N16°50'39"W, ALONG THE EAST RIGHT OF WAY OF EL PASEO ROAD, A DISTANCE OF 325.11 FEET TO AN IRON ROD SET FOR A POINT OF CURVATURE AND CORNER OF THIS TRACT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1949.86 FEET, A CURVE LENGTH OF 4.32 FEET, A DELTA OF 00°07'37", AND WHOSE LONG CHORD BEARS N16°11'29"W A DISTANCE OF 4.32 FEET TO AN IRON ROD SET FOR A POINT OF TANGENCY AND THE NORTHWEST CORNER OF THIS TRACT; THENCE N76°19'54"E, LEAVING EL PASEO ROAD A DISTANCE OF 432.05 FEET TO AN IRON ROD SET ON THE WEST RIGHT OF WAY LINE OF WEST PARK DRIVE FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE S36°07'46"E ALONG THE WEST RIGHT OF WAY OF WEST PARK DRIVE, A DISTANCE OF 350.02 FEET TO A FOUND BAR WITH AN ALUMINUM CAP (NMPS 20095), FOR A POINT OF CURVATURE AND CORNER OF THIS TRACT; THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CURVE LENGTH OF 39.09 FEET, A DELTA OF 111°58'15", AND WHOSE LONG CHORD BEARS S20°12'09"W A DISTANCE OF 33.16 FEET BACK TO THE POINT OF BEGINNING, AS SET FORTH ON THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY LARRY O. UNDERWOOD, NMPELS No. 5983 DATED DECEMBER 14, 2023.

26-022

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ N/A		
1st Reading:		**Adopted:**	August 4, 2025
Drafter:	Dianne Bustillos	**Department:**	Economic Development
Program:	Land Management	**Line of Business:**	Land Management and Real Estate Services

Title: **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).**

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

PURPOSE(S) OF ACTION:

To approve the purchase of real property by the City of Las Cruces.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces ("City") recognizes a critical need to expand the supply of single-family affordable housing, as identified in both the Affordable Housing Plan and the Affordable Housing Investment Strategy. These guiding documents highlight that while multifamily rental housing remains important, there is a significant gap in attainable homeownership opportunities for low- and moderate-income families.

To address this need, the City desires to purchase an 11.797 acre subdivision to be known as Metro Verde Arcadia, Phase 4, and owned by Sierra Norte Land Holdings, LLC ("Sierra Norte"). Said subdivision will contain 52 residential lots and is described in Exhibit "A" of the Real Estate Purchase Agreement between the City and the Sierra Norte. The negotiated purchase price for this property is $3,250,000. The subdivision was appraised by two local appraisers. One appraiser concluded a value of $3,816,800, and the other appraiser concluded a value of $2,585,000. The negotiated price was based on the estimated cost to build out the 52 lots contained in the subdivision at a bulk sale price of $62,500 per lot.

Acquiring the subdivision will help address this need by adding 52 residential lots dedicated to new single-family homes in a desirable, planned neighborhood. This strategic investment aligns with the City's goals to increase the availability of quality housing, support mixed-income neighborhoods, and promote long-term stability and wealth-building opportunities for Las Cruces residents who are increasingly priced out of the for-sale housing market. After construction of the lots, the disposition and development of the homes will be subject to the New Mexico Affordable Housing Act and the City's General Oversight Ordinance, ensuring compliance and accountability in delivering affordable housing. Housing and Neighborhood Services staff will also work closely with local non-profit development partners to qualify income-eligible households and support successful pathways to homeownership.

The closing for the sale of the subdivision shall occur on a mutually agreeable date not less than 30 days after the City's Public Works Department has provided to Sierra Norte written approval of the subdivision improvements, which is known as Substantial Completion.

SUPPORT INFORMATION:

EXHIBIT "A" - REAL ESTATE PURCHASE ARCADIA
ATTACHMENT "A" - Brooks Real Estate Services Summary
ATTACHMENT "B"- Miller Appraisal Group Summary

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

Affordable Housing Committee

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
$4,972,334	$4,972,334	$3,250,000

Funding Source(s):

Affordable Housing Trust (Fund 2013) 20430061-721080-23784

Overall Budget Impact:

Funding will come from Affordable Housing GO Bond proceeds and/or other available housing funding

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

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and the purchase of the 11.797 acre subdivision to be known as Metro Verde Arcadia, Phase 4.
2. Vote "No"; this will not approve the Resolution, nor the purchase of the 11.797 acre subdivision to be known as Metro Verde Arcadia, Phase 4.
3. Vote to "Amend"; this could modify the Resolution and would need further direction from Council to staff.
4. Vote to "Table"; this will postpone consideration of the Resolution and would need further direction from Council to staff.

RESOLUTION 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).

The City Council is informed that:

WHEREAS, the City of Las Cruces ("City") recognizes a critical need to expand the supply of single-family affordable housing, as identified in both the Affordable Housing Plan and the Affordable Housing Investment Strategy; and

WHEREAS, to address this need the City desires to purchase an 11.797 acre subdivision to be known as Metro Verde Arcadia, Phase 4, and owned by Sierra Norte Land Holdings, LLC ("Sierra Norte"); and

WHEREAS, the subdivision is legally described as 11.797 acres located in Section 9, Township 22 South, Range 2 East; and

WHEREAS, the subdivision was appraised by two local appraisers in which one appraiser concluded a value of $3,816,800 and the other appraiser concluded a value of $2,585,000. The estimated cost to build out the 52 lots contained in the subdivision, at a bulk sales price, is $62,500 per lot; and

WHEREAS, the negotiated purchase price is $3,250,000; and

WHEREAS, this strategic investment aligns with the City's goals to increase the availability of quality housing, support mixed-income neighborhoods, and promote long-term stability and wealth-building opportunities for Las Cruces residents; and

WHEREAS, after construction of the lots, the disposition and development of the homes will be subject to the New Mexico Affordable Housing Act and the City's General Oversight Ordinance; and

WHEREAS, the closing for the sale of the subdivision shall occur on a mutually agreeable date not less than 30 days after the City's Public Works Department has provided to Sierra Norte written approval of the improvements, which is known as Substantial Completion; and

WHEREAS, the proposed Resolution, if approved, will authorize the City Manager to sign the Real Estate Purchase Agreement and any other required documents to purchase the subdivision on the City's behalf.

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

(I)

THAT the Real Estate Purchase Agreement attached hereto as Exhibit "A" between the City of Las Cruces and Sierra Norte Land Holdings, LLC, is hereby approved and that the City Manager is authorized to execute the agreement and any other documents necessary to finalize the purchase on behalf of the City.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered into as of the Effective Date provided herein by and between the **City of Las Cruces**, a New Mexico municipal corporation (the "City") whose address is 700 N. Main, Las Cruces, NM 88001 and **Sierra Norte Land Holdings, LLC**, a New Mexico limited liability company ("Sierra Norte"), each of which entities is a "Party" to this Agreement and collectively are the "Parties" to it.

RECITALS

1. Sierra Norte is the owner of the real property and improvements thereon as more particularly described in Exhibit "A," attached hereto and incorporated herein (the "Property"), which Sierra Norte intends to subdivide into separate lots to be known as Metro Verde Arcadia, Phase 4.

2. Sierra Norte desires to sell the Property to the City.

3. On condition that Sierra Norte successfully achieves Substantial Completion of the Property's subdivision within the meaning of this Agreement, the City desires to purchase the Property for cash or certified funds.

NOW THEREFORE, for valuable consideration, Sierra Norte and the City agree as follows:

TERMS AND CONDITIONS

Section 1. **Purchase Price**. The purchase price for the Property shall be THREE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($3,250,000.00) in cash or certified funds, payable as follows:

A. $162,500.00 as an earnest money deposit which the City shall deposit with Southwestern Abstract and Title, after the Parties have executed this Agreement and upon the Las Cruces City Council (the "Council") adopting a resolution authorizing the City's acquisition of the Property pursuant to the terms of this Agreement (the "Resolution"); and

B. $3,087,500.00 in cash or certified funds at Closing, as defined below.

Section 2. **Authorizing Resolution and Commencement Date**. This Agreement shall be approved by adoption of the Resolution authorizing the City's acquisition of the Property in accordance with Las Cruces Municipal Code. As part of the negotiations for this Agreement, appraisals were obtained by the City as required by Section 2-1313 of the Las Cruces Municipal Code. No further appraisals shall be necessary. The date on which both (i) the Resolution is approved by the Council, and (ii) the end of the Inspection Period, shall be known as the "Commencement Date." Sierra Norte shall have no obligation to undertake any action whatsoever until the Commencement Date. If the Commencement Date has not occurred within ninety (90) days of the Effective Date of this Agreement, Sierra Norte may terminate this Agreement at any time thereafter.

Section 3. **Inspection Period.** The "Inspection Period" shall commence on the Effective Date, and shall end on the earlier of (i) the date on which the Resolution is approved by the Council, and (ii) the date on which the City provides Sierra Norte with written notice of its satisfaction that the investigation to be made during the Inspection Period is completed. During the Inspection Period, the City shall have the right to review all information regarding the Property provided by Sierra Norte. In addition, during the Inspection Period, the City may perform such other inspections and review such other information as reasonably desired by it. Such inspections, unless otherwise specified in this Agreement, shall be at the City's sole expense but with Sierra Norte's full cooperation. Such inspections and reviews may include, but are not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, and review of governmental approvals and permits related to the Property's zoning, subdivision, title, and survey. The designated agents of the City may inspect the Property and conduct tests deemed necessary by the City at its expense, provided, however, that any damage to the Property directly caused by the City through its inspections or testing will be promptly repaired at the City's reasonable expense if this Agreement is terminated.

Section 4. **Completion of Subdivision.** Closing shall be conditioned on Sierra Norte achieving "Substantial Completion," as defined below, regarding the subdivision of the Property (the "Subdivision"). Beginning as of the Commencement Date, and continuing for twelve (12) months, Sierra Norte, and its affiliates, shall use commercially reasonable efforts to achieve Substantial Completion of the development of the subdivided lots on the Property. For purposes of this Agreement, "Substantial Completion" of the Subdivision shall occur when Sierra Norte has completed all of the following requirements:

A. Sierra Norte has completed improvements including water, sanitary sewer, curb and gutter, paving, and public road access to the Property. The City's Public Works Department (and other responsible departments as appropriate) shall assess the completion of these improvements and shall provide written approval of the improvements for purpose of Substantial Completion of the Subdivision.

   (i) Sierra Norte shall not be responsible to pay any builder impact fees, utility hook-up fees, or utility service deposits. Availability of utility service is subject to the standard business practices of the utility providers. Boundary rock walls are not the responsibility of Sierra Norte and shall be the responsibility of subsequent purchasers.

   (ii) The City may, in its discretion, deem Sierra Norte's improvements satisfactory for purpose of Substantial Completion.

B. The final plat for the Metro Verde Arcadia, Phase 4 has been accepted by the City for filing.

Section 5. **Closing Date.** The "Closing" for the sale of the Property shall occur on a mutually agreeable date within thirty (30) days after Sierra Norte has achieved Substantial Completion with respect to the Property in accordance with Section 4 of this Agreement.

Section 6. **Post Closing**. Sierra Norte hereby commits to reaching the threshold for City acceptance of the Property according to the provisions of this Section. After Substantial Completion, Sierra Norte shall, in cooperation with the City, obtain approval from the City's Public Works Director for (i) a Guarantee of Performance Form, (ii) an outline of outstanding items referred to as a "Punch List," and (iii) costs associated with each of the Punch List items to include a ten percent (10%) contingency. Sierra Norte shall, in cooperation with the City, endeavor in good faith to complete all Punch List items within six (6) months of receipt of the Punch List. City acceptance will be in the form of a writing from the City's Community Development Department after all Punch List items have been addressed. Absent an agreement with the City for an extension of time for Sierra Norte to obtain City acceptance, the City shall after the expiration of the six-month period be entitled to receive from Sierra Norte the costs necessary to complete the Punch List items.

Section 7. **Costs and Fees**.

A. The City and Sierra Norte will pay their own closing costs based on what is standard in the market. Each party will pay its own attorney fees. The City will be responsible for the cost of any new survey it desires. Except as otherwise provided in this Subsection, legal costs incurred in the preparation of this Agreement and all other agreements pertaining to this transaction shall not be part of the closing costs.

B. Applicable real property taxes shall be prorated through the date of Closing based on the latest tax information available to the Title Company. The City shall pay all special assessments, standby charges, prorated charges and other similar charges and/or assessments existing at the time of the Closing.

Section 8. **Compliance with Code and Statutes**.

A. The City has complied or will comply with the requirements of the Las Cruces Municipal Code and statutes of the State of New Mexico and has or will obtain the authority to buy the Property from Sierra Norte.

B. Sierra Norte has complied with the requirements of the Las Cruces Municipal Code, including but not limited to Municipal Code Chapter 37.

Section 9. **Representations and Warranties**.

A. The City, at its sole expense, but with Sierra Norte's full cooperation, may elect to obtain all necessary and appropriate approvals by the Community Development Department or other department of the City prior to Closing. Sierra Norte's cooperation in this regard shall include signing its consent as Property owner to applications for approvals from governing authorities and/or utility service providers in connection with the City's efforts to procure any approvals.

B. Sierra Norte will provide certain representations and warranties, including but not limited

to the following:

(i) *Rights of Acquisition*. Sierra Norte agrees to disclose to the City any existing right or option to acquire the Property or any portion thereof or any interest therein.

(ii) *Environmental*. Sierra Norte agrees to complete an owner disclosure form for the City to complete a Phase I Environmental Site Assessment as part of its due diligence inclusive of Sierra Norte's duty to ascertain the facts of any environmental condition of the Property relevant to this Agreement. As a further part of its due diligence, Sierra Norte certifies that to its knowledge there is no violation of any current laws or ongoing remediation of the Property. The City shall assume no liability for any hazardous conditions resulting from prior uses of the Property.

(iii) *Authority*. Sierra Norte is authorized to enter into a Purchase Agreement and consummate closing on the sale of the Property. Sierra Norte warrants that the execution of a Purchase Agreement is not a breach or violation of any agreement that is binding on Sierra Norte.

C. The City acknowledges that it is a sophisticated real estate buyer who shall have had, as of the Closing Date, open access to, and sufficient time to review, all information, documents, studies and test relating to the Property that the City elects to conduct. The City covenants and warrants to Sierra Norte that the City shall rely solely on the City's own due diligence investigation in determining whether to purchase the Property, acknowledging that the City must rely on Sierra Norte to provide due diligence materials within Sierra Norte's special knowledge or control.

(i) Sierra Norte will provide to the City, and in forms acceptable to the City, a title commitment (including exception documents) and current Form T-1 Owner's Policy of Title Insurance with deletion of the standard printed exceptions issued by Title Company. However, Sierra Norte shall not be required to cause any exceptions related to survey matters to be deleted in the event that the City elects not to procure a new survey. Sierra Norte will, at Sierra Norte's expense, cause the Title Company to deliver to the City a Commitment for Title Insurance, with copies of all exception documents referenced therein.

(ii) Sierra Norte will transfer property via Special Warranty Deed, conveying the Property to the City, in fee simple, which Deed shall also state that it is "subject to all covenants, conditions, restrictions and easements of record". The Property shall be delivered free of any monetary liens and encumbrances other than taxes and assessments not yet due and payable.

(iii) Subject to applicable laws of the State of New Mexico, Sierra Norte will defend and indemnify the City, its governing body, officers, principals, agents and employees from and against any and all claims of damage to person or property arising from inherent conditions of the Property or caused by any act or omission of negligence of Sierra Norte in its use, maintenance or control of the Property, if such damages arise in connection with the due diligence review, inspections and examinations

proved for herein, or claimed as a direct or indirect result of the contractual arrangements created through this Agreement. Sierra Norte further acknowledges and accepts its obligations and liabilities through representations made in the Special Warranty Deed provided for herein. The City shall give prompt notice to Sierra Norte of any claim or suit subject to this Subsection, and, to the extent Sierra Norte is obligated to defend and indemnify, Sierra Norte or its insurer shall have the option to settle and defend the same to the extent of their own interests.

Section 10. **Governing Laws and Venue**. This Agreement shall be construed and enforced in accordance with the internal laws of the State of New Mexico without regard to principles of conflicts of law. Any proceeding to enforce this Agreement or, to secure the legal effect of any of the rights, duties or obligations required by this Agreement, shall be commenced and maintained exclusively in the Third Judicial District Court of Doña Ana County, New Mexico.

Section 11. **Default and Remedy**.

A. If the Parties cannot perform this Agreement because the Council does not pass the Resolution adopting this Agreement within sixty (60) days of execution by the Parties' authorized representatives, then the Parties may, at their own option, (i) seek to modify or alter this Agreement as they deem appropriate to resubmit it to the Council, or (ii) terminate this Agreement, in which event all monies paid by the City shall be refunded to the City, including the earnest money deposit. No right of action belonging to Sierra Norte shall accrue as a result of the Council, for any reason, not passing a resolution adopting this Agreement in original or modified form.

B. If the Parties cannot perform this Agreement because Sierra Norte fails to obtain the Substantial Completion of the Subdivision within twelve (12) months of the Commencement Date, then the Parties may, at their own option, (i) alter or waive any conditions precedent to Acceptance in a written agreement providing Sierra Norte with a definite period of time in which to further seek Substantial Completion, or (ii) terminate this Agreement, in which event all monies paid by the City shall be refunded to the City, including the earnest money deposit. No right of action belonging to Sierra Norte or to the City shall accrue as a result of the City, in its reasonable discretion, rejecting or not accepting Sierra Norte's application for the Subdivision.

C. Except as provided by Subsections A and B of this Section 11, any claim of material breach of this Agreement by either Party shall require the Party claiming breach to provide written notice describing the claimed breach in reasonable detail. After receipt, the notified Party shall have thirty (30) days from the date of receipt of such written notice in which to provide a written response (i) disputing the claim of breach, (ii) giving notice of cure of the breach, or (iii) describing a planned cure and reasonable timeline for completion of the cure, if the nature of the breach requires more time for cure than remains for the notified Party's response. No right to enforce this Agreement shall accrue to any Party claiming material breach hereunder except after the Party receiving notice of a claim of material breach has been given opportunity to cure in accordance with this Subsection, unless the notified Party

waives its rights pursuant to this Subsection or repudiates an obligation to cure.

D. The Parties acknowledge that a material breach of this Agreement preventing the transactions contemplated herein cannot by their nature be reasonably measured in monetary terms. Therefore, except as otherwise provided in this Agreement, the Parties agree that the earnest money set forth in this Agreement shall be liquidated damages in full to either Party for a claim of breach by the other, for any default that either Party may claim caused or contributed to such breach, and for any claim of damages resulting from either.

E. The remedies at law authorized in this Agreement shall be cumulative and additional to any remedies in equity by law provided or permitted unless such equitable remedies shall materially conflict with or supersede a request for damages.

F. The Parties acknowledge and agree that they do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party, and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

G. No waiver by any Party of a breach of this Agreement or of any warranty or representation hereunder shall be effective except in a signed writing, nor shall such waiver be deemed to be a waiver of any other breach by the other Party, whether preceding or succeeding or of the same or a similar nature. No acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by the other Party, whether or not the first Party knows of such breach at the time it accepts such payment or performance. Except as otherwise provided herein, no failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default.

Section 12. **Hold Harmless**. Except as otherwise provided in this Agreement, neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act and other state law.

Section 13. **Risk of Loss**. In the event of a Material Change, as hereinafter defined, the City shall have no obligation to complete its acquisition of the Property unless such Material Change has been approved in writing by the City. For purposes of this Agreement, "Material Change" shall mean a change in the status of a use, occupancy, tenancy, financial condition or physical condition of the Property prior to Closing, but shall not include any action by Sierra Norte as required to achieve Substantial Completion, as stated above, with respect to the Subdivision. All risk of loss or damage to the Property will pass from Sierra Norte to the City at Closing. In the event of a Material Change, the City may, without liability, refuse to accept the conveyance of title and this Agreement shall be null and void in its entirety and the earnest money deposit and accrued interest, in its entirety, shall be promptly returned to the City. Possession of the Property will be released to the City at Closing.

Section 14. **Counterparts**. This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on the Parties.

Section 15. **Successors and Assigns**. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Neither Party may assign this Agreement or duties hereunder without the express written consent of the other Party which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Sierra Norte may convey its undivided interest in this Agreement and to the Property together to SIERRA NORTE DEVELOPMENT, INC. ("Sierra Norte Development"), a New Mexico corporation, after giving reasonable written notice to the City and prior to Closing.

Section 16. **Termination.** This Agreement shall be terminated on the closing date for sale of the Property, unless either party terminates the Agreement prior to that date per the provisions of this Agreement.

Section 17. **Severability**. If any clause or provision of this Agreement is found to be illegal, invalid or unenforceable under present laws, the remainder of this Agreement shall not be affected thereby.

Section 18. **Notice**. Any notice which a Party is required or may desire to give the other shall be in writing and may be sent by personal delivery or by mail (either by United States registered or certified main, return receipt requested, postage prepaid, or by Federal Express or similar generally recognized overnight carrier regularly providing proof of deliver), or by email (read receipt requested), addressed to such Party at the corresponding address information set forth below in this Section, or to any other address request by either Party.

To the City:

Attention: Land Management Administrator
700 N. Main Street
Las Cruces, NM 88001
(575) 541-2425
realestate@lascruces.gov

Copy to: Office of the City Attorney
PO Box 20000
Las Cruces, NM 88004
(575) 541-2128
cityattorney@lascruces.gov

To Sierra Norte:

Attention: John Moscato
3590 W. Picacho

Las Cruces, NM 88007
(575) 496-7115
info@brightviewland.com

Service of any such notice or other communications consistent with this Section shall be deemed effective on the day of actual delivery (whether accepted, refused or unsuccessful), as shown by the addressee's return receipt if by certified mail, by confirmation of the courier service if by courier, and by the addressee's read receipt if by email.

Section 19. Miscellaneous.

A. The City will be responsible for any additions, personal projects, and taxes on the Property from date of closing and thereafter. Sierra Norte will be responsible for any of said taxes prior to the closing date.

B. Each Party acknowledges and agrees that (i) it has had the opportunity to receive independent legal advice from attorneys of its choice with respect to the advisability of making and executing this Agreement and the documents in connection herewith or has waived its right to do so; (ii) this Agreement is the product of negotiations between the Parties; and (iii) this Agreement shall not be deemed prepared or drafted by any one Party. In the event of any dispute between the Parties concerning this Agreement, the Parties agree that any ambiguity in the language of this Agreement is to not to be resolved against Sierra Norte or the City but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement, local usage and custom of the jurisdictions in which the Property is situated, and the intent of the Parties as manifested by this Agreement.

C. Each Party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting Party, in order to carry out the intent and purpose of this Agreement.

D. In no event shall any draft of this Agreement create any obligations or liabilities, it being intended that only a fully executed and delivered copy of this Agreement will bind the Parties hereto.

E. This Agreement, together with the exhibits hereto, constitutes and expresses the entire agreement between the Parties hereto with respect to the subject matter contained herein and supersedes any previous oral or written communications, representations, understandings or agreements with respect thereto. The terms of this Agreement may be modified only in a writing signed by authorized representatives of both Parties.

F. This Agreement shall be considered executed on the date as signed below which date shall be the "Effective Date".

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as follows.

SIERRA NORTE LAND HOLDINGS, LLC,
a New Mexico limited liability company

By: _____
John Moscato, Member

Date: July 3, 2025

CITY OF LAS CRUCES

By: _____
Ikani Taumoepeau, City Manager

Date: 7/9/2025

APPROVED AS TO FORM

By: _____ F/Brad Douglas
Brad Douglas, City Attorney

Date: 7/3/2025

EXHIBIT "A"

CARTER SURVEYING AND MAPPING

PO Box 846, Mesilla, New Mexico 88046
(575) 313-2638 - Carter.Surveying1@gmail.com

DESCRIPTION OF A 11.797 ACRE TRACT

An 11.797 acre tract of land situate in the City of Las Cruces, Doña Ana County, New Mexico located within Section 9, T.22S., R.2E., N.M.P.M. of the U.S.G.L.O. Surveys, and being more particularly described as follows:

BEGINNING at a point being the northeast corner of this tract; WHENCE a U.S.G.L.O brass cap found for the northeast corner of Sections 4, T.22S., R.2E. bears, N26°24'17"E, 7796.73' feet;

THENCE from the point of beginning, S18°13'30"E, 302.15 feet to a point of curvature;

THENCE along the arc of a curve to the right, having a radius of 1034.00 feet, an arc length of 328.90 feet, through an angle of 18°13'30", and whose long chord bears S09°06'45"E, 327.52 feet to a point for the southeast corner of this tract;

THENCE N90°00'00"W, 68.00 feet to a point of non-tangential curvature;

THENCE along the arc of a curve to the left, having a radius of 966.00 feet, an arc length of 13.19 feet, through an angle of 00°46'56", and whose long chord bears N00°23'28"W, 13.19 feet to a point;

THENCE S72°46'18"W, 792.30 feet to a point for the southwest corner of this tract;

THENCE N00°00'00"E, 67.31 feet to a point;

THENCE N90°00'00"W, 46.00 feet to a point;

THENCE N00°00'00"E, 111.14 feet to a point of curvature;

THENCE along the arc of a curve to the left, having a radius of 477.00 feet, an arc length of 144.50 feet, through an angle of 17°21'27", and whose long chord bears N08°40'43"W, 143.95 feet to a point;

THENCE N17°21'27"W, 252.12 feet to a point for the northwest corner of this tract;

THENCE N 71° 46' 30" E, 864.79 feet to the point of beginning, containing 11.797 acres of land, more or less. Subject to easements and reservations of record.

This description was prepared by Benjamin L. Carter, PS #22648. Field notes by Carter Surveying and Mapping.

Benjamin L. Carter, PS 22648 — Date 03/19/2025

BENJAMIN LEE CARTER NEW MEXICO 22648 PROFESSIONAL SURVEYOR

REAL PROPERTY "APPRAISAL REPORT"

PROPERTY APPRAISED:

METRO VERDE ARCADIA PHASE 4

PROPOSED - 52-RESIDENTIAL LOTS – AS IF COMPLETED

LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

REPORT DATE:

NOVEMBER 22, 2024

EFFECTIVE DATE OF VALUE:

OCTOBER 28, 2024

PREPARED FOR:

CITY OF LAS CRUCES

PURCHASE ORDER #25202864

PREPARED BY:

BROOKS REAL ESTATE SERVICES

APPRAISER:

STEVE BROOKS, MAI

NEW MEXICO GENERAL CERTIFICATION NO. 850-G

BROOKS REAL ESTATE SERVICES

REAL ESTATE
APPRAISAL & CONSULTING

STEVEN W. BROOKS, MAI

GENERAL CERTIFIED APPRAISER – NM LICENSE NO. 850-G

PH. 575.541.5555

300 W. UNION AVENUE, LAS CRUCES NM 88005

SW_BROOKS@MSN.COM

LETTER OF TRANSMITTAL

November 22, 2024

Mr. Bill Hamm
City of Las Cruces
Attn: Economic Development
700 N. Main St.
Las Cruces, NM 88001

RE: Proposed 52-Residential Building Lots
Metro Verde Arcadia Phase 4
Las Cruces, Dona Ana County, New Mexico 88012

Dear Mr. Hamm,
The purpose of the assignment is to prepare a real property appraisal report, with the client requested purpose of the appraisal assignment to estimate bulk lot market value.

While not requested by the client as a required valuation scenario, an estimate of the sites underlying 11.797-acre site's "as is" and currently entitled value was developed that includes an estimate of anticipated investment return to the developer.

Therefore, the valuation scenarios estimated in the assignment included the following.

1) Bulk Lot Market Value – As If Completed – Fee Simple (52-Developed Residential Lots)
2) Land Residual Market Value - As Is and Currently Entitled – Fee Simple (Development Tract – 11.797 Acres)

Each of the valuation premises is predicated upon assumption and limiting conditions as outlined in Section III of the report. Each of the developed and reported value estimates are predicated on the use of hypothetical conditions and extraordinary assumptions as outlined in Section III of the report.

Each of the reported valuation estimates include application of components related to valuation techniques of the sales comparison and income approaches to value. The income approach was developed to include use of a subdivision development model which includes methodologies associated with extraction of an estimate of the requested "as if completed" bulk lot market value. The model was further expanded to included development cost and term, allowing for extraction of an estimate of the underlying site's "as is" market value and estimate of the prospective development's internal rate of return.

Reliance upon the report and value conclusions reached is intended for use by City of Las Cruces. Our professional fee was billed to City of Las Cruces.

As reported the intended use by the City of Las Cruces is towards establishing market value for use in establishing an offer price and-or support towards potential acquisition of the 52-lot development as a bulk-lot purchase.

The reporting format is classified as an ***"Appraisal Report"*** that complies with the requirements stated under Standards Rule 2-2 (a) of USPAP.

The analysis contained in the report is intended to meet or exceed the clients requested scope of work and to

comply with the requirements stated under Standards Rule 1-4 (a) (b) and (c) of the Uniform Standards of Professional Appraisal Practice (USPAP) relative to the collection, verification, and analysis of all information necessary for formation a credible assignment result.

The attached report is intended to comply with; **1)** the generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board (ASB) of the Appraisal Foundation; **2)** requested scope of work requirements of City of Las Cruces; **3)** applicable regulations of the state of New Mexico; **4)** the Standards and Ethics Provisions of the Appraisal Institute of which the appraiser is a designated member.

The below signed is the sole appraiser of the valuation and is individually responsible for the value conclusion reached. I personally inspected the subject property on October 28, 2024, which is equal to the effective date of the report and following estimates of value.

I have performed no services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

"As If Completed" - Bulk Lot Market Value" – 52- "As if Completed" Residential Lots

**$2,585,000 – Two Million Five Hundred and Eighty-Five Thousand Dollars*

"As Is" – Residual Lad Value" – 11.797 Ac. Land Tract w/ Development Entitlements

**$740,000 – Seven Hundred and Forty Thousand Dollars*

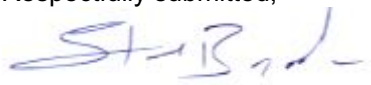
Each of developed valuation premises are predicated upon assumptions and limiting conditions as outlined in Section II of the report. The "as if completed" and "as is" valuation premise is predicated on hypothetical condition of completion of the proposed 52-Residential Lots to a ready for vertical construction status and includes formal approvals and legal formal plating. As required by USPAP, the intended user(s) of this appraisal report are notified that use of the hypothetical conditions and extra ordinary assumptions may affect the assignments results.

The exposure time for the subject property under the market value valuation premises is estimated to be 3 – 12 months or less.

This letter must remain attached to the following appraisal report, containing 98-pages including addenda, in order for the value estimates set forth to be considered valid and suitable for reliance upon by the intended user.

Thank you for allowing Brooks Real Estate Services to be of your service. Please contact me should you have questions or require additional information.

Respectfully submitted,



Steve W. Brooks MAI
New Mexico General Certified Appraiser #850-G

MILLER APPRAISAL GROUP
Real Estate Appraisers and Consultants
PO Box 1042
Mesilla Park, New Mexico 88047

Appraisal Report

Proposed 52-lot Single Family Residential Subdivision
Metro Verde Arcadia, Phase 4
Las Cruces, New Mexico
PO: 24204834

Prepared for:
Bill Hamm
Real Estate Manager
Economic Development Department
City of Las Cruces
Las Cruces, New Mexico 88001

Date of Value: March 28, 2024
Date of Report: April 5, 2024

Miller Appraisal Group
Real Estate Appraisers and Consultants

Don Miller, MAI, SRA
State Certified General - New Mexico
New Mexico Certificate #397-G
Miller.Appraisal.LC@gmail.com

PO Box 1042
Mesilla Park, New Mexico 88047
(575)640-3500

April 5, 2024

City of Las Cruces
Economic Development Department
Real Estate Manager
Las Cruces, New Mexico 88001
Attn.: Bill Hamm

Re: Real Estate Appraisal
Proposed 52-lot Single Family Residential Subdivision
Metro Verde Arcadia, Phase 4
Las Cruces, New Mexico

Dear Mr. Hamm:

At your request, I have completed an analysis and am pleased to submit this report on the above referenced property for the purpose of estimating the "As Is" and the "As if Completed" Market Values for the subject parcel referenced above, and as described later within this report. It is understood the intended use of this report is to assist The City of Las Cruces, Economic Development Department, and the Housing and Neighborhood Department, our client, with the valuing of the real estate which will then be used for decision making, which may include establishing a purchase price for the property. The Date of Value is the date of my primary inspection of the property, which was March 28, 2024.

This is an **Appraisal Report**, which has been written in compliance with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP). Additional Contingent and Limiting Conditions, as well as any Special Instructions, Extraordinary Assumptions, and/or Hypothetical Conditions affecting this report can be found on pages 5-7.

This appraisal is prepared in accordance with the standards and reporting requirements of USPAP as promulgated by the Appraisal Standards Board of the Appraisal Foundation, the Appraisal Institute, and appropriate state laws, regulations, policies, and procedures. Furthermore, in accordance with prior agreement between the client and the appraiser, this report is in compliance with the minimum **Scope of Work** as outlined in the engagement letter.

This report is made following my inspection of the subject parcel, a review of the subdivision plat, specifications, and development costs, and an investigation into recent pertinent market information including growth and development trends, as well as cost and sales data of properties exhibiting physical, locational, and economic characteristics judged to be similar to the subject. The estimates contained in this report are for the **real estate only.**

"As if Complete" Gross Retail Value of the proposed 52-lot SFR subdivision

Based upon my investigation and the application of conventional valuation methods, I estimate the "as if complete" gross retail value of the proposed 52-lot SFR subdivision, as discussed within this report, to be:

THREE MILLION EIGHT HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED DOLLARS
$3,816,800

"As if Complete" Bulk Discount Market Value of the proposed 52-lot SFR subdivision

Based upon my investigation and the application of conventional valuation methods, I estimate the "as if complete" bulk discount market value of the proposed 52-lot SFR subdivision, as discussed within this report, to be:

THREE MILLION THREE HUNDRED THOUSAND DOLLARS
$3,300,000

Retained in our files are field notes, drawings, maps and work papers upon which, in part, my opinions were based. Thank you for this opportunity to be of service.

Yours truly,

MILLER APPRAISAL GROUP

Donald E. Miller, MAI, SRA
Certified General Appraiser
Certification #: NM-397-G

3094; Council Bill 26-002

City Council Action and Executive Summary

Type of Action:
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	July 21, 2025	**Adopted:**	August 4, 2025
Drafter:	Perla Galindo	**Department:**	Financial Services
Program:	Grants Administration	**Line of Business:**	Fiscal Management

Title:	**AN ORDINANCE FORMALLY APPROVING A COMMUNITY ENERGY EFFICIENCY DEVELOPMENT (CEED) BLOCK GRANT FROM THE NEW MEXICO STATE ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT.**

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

PURPOSE(S) OF ACTION:

To authorize the execution of the CEED program project and approve the terms and conditions of the grant agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Community Energy Efficiency Development (CEED) Block Grant Act (NSMA 1978, § 62-17A) was enacted in 2022 "to provide grants in New Mexico for targeted residential energy efficiency improvements for underserved communities across New Mexico." The CEED Program, managed by the New Mexico Energy, Mineral, and Natural Resources Department (NM EMNRD), intends to reduce the cost of energy bills for low-income households, while reducing emissions and creating local jobs in the communities most impacted by climate change.

In FY2024, the City of Las Cruces (City) Sustainability team applied to the CEED program for a residential appliance retrofit program. The program would engage local community members and stakeholders by replacing gas furnaces, heat pumps, and air conditioning units in an effort to reduce emissions and climatize low-income households.

The City is set to receive the grant award in the total of $642,469 for the retrofit program. In order to receive the funds, the funder requires the City to pass an ordinance adopting and approving the terms of the grant. If approved, the funds are expected to be received in FY2026.

SUPPORT INFORMATION:

Exhibit "A" - CEED Contract #:25-521-0300-0150 Las Cruces

PLAN(S):

Elevate Las Cruces

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the ordinance to comply with ENMRD requirements.
2. Vote "No"; this will not approve the ordinance or the grant agreement with ENMRD and fund will be lost for the program.
3. Vote to "Amend"; this is not an option as this is the required form required by the grantor.
4. Vote to "Table"; this will postpone the decision to accept the ordinance and would require City Council to provide further staff direction.

ORDINANCE 3094; COUNCIL BILL 26-002

AN ORDINANCE FORMALLY APPROVING A COMMUNITY ENERGY EFFICIENCY DEVELOPMENT (CEED) BLOCK GRANT FROM THE NEW MEXICO STATE ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT.

The City Council is informed that:

WHEREAS, the City of Las Cruces is a legally and regularly created, established, organized, and existing municipal corporation of the State of New Mexico; and

WHEREAS, the Community Energy Efficiency Development (CEED) Block Grant (Act) was enacted to establish the CEED Program and allow local governments to provide financing to support affordable housing energy efficiency programs and projects; and

WHEREAS, pursuant to NMSA 1978, § 62-17A, the purpose of CEED Program projects is to provide improvements to residential buildings in underserved communities that will, in the aggregate, reduce energy consumption, energy-related operating costs, carbon intensity of energy consumption, or a combination thereof; and

WHEREAS, the CEED Program project will promote the general welfare and significantly benefit the quality of life of underserved communities in the City of Las Cruces; and

WHEREAS, the Energy Conservation and Management Division is the administering agency for the CEED Program and is authorized to issue competitive grant awards to eligible entities; and

WHEREAS, pursuant to NMSA 1978, § 62-17A, counties and municipalities must enact an ordinance authorizing formal acceptance of the grant and incorporating the terms and conditions of the grant (Exhibit "A") as a condition of final approval.

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

(I)

THAT the CEED Block Grant for a CEED Program project is hereby approved, and acceptance of its Terms and Conditions is formally approved.

This ordinance may be cited as the “City of Las Cruces Community Energy Efficiency Development Block Grant Ordinance.”

(II)

PURPOSE

This Ordinance is adopted to implement the City of Las Cruces’ CEED Program project. In accordance with N.M. Const., art. IX, § 14, H.; the Community Energy Efficiency Development Block Grant Act (“Act”), § 62-17A-1, et seq. NMSA 1978; NM Energy, Minerals and Natural Resources Department (“EMNRD”) rule, 19.1.10 NMAC (“rule”), the purpose of the CEED Block Grant Ordinance is to:

1. Provide for the approval of the City of Las Cruces’ CEED Block Grant;
2. Provide for the acceptance of the CEED Block Grant from EMNRD;
3. Provide for implementation of the CEED Program; and
4. Provide for and adopt the Terms and Conditions of the Grant approved by EMNRD pursuant to the act.

Community energy efficiency projects are projects that provide improvements to residential buildings in an underserved community that will, in the aggregate, reduce energy consumption, energy-related operating costs, carbon intensity of energy consumption, or a combination thereof. These projects will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality.

(III)

GRANT TERMS AND CONDITIONS

The City of Las Cruces City Council formally adopts the full terms and conditions of the CEED Program grant as set forth in the Governmental Services Agreement (GSA) issued by EMNRD. The GSA is incorporated herein by reference and shall have the full force and effect of law within the jurisdiction of the City of Las Cruces.

The City of Las Cruces shall implement the CEED Program in compliance with the GSA and all applicable federal, state, and local laws, including reporting, procurement, wage compliance, and allowable use of funds.

§ 1 Administration

The City of Las Cruces shall administer any CEED Program project in accordance with provisions of the act, the rule, this chapter, any applicable state and federal laws and regulations as each of which may be amended or supplemented from time-to-time. The City of Las Cruces, in establishing, funding and administering the CEED Program and by making, executing, delivering and performing any award, contract, grant or any other activity or transaction contemplated by the act, shall not violate any provision of law, rule or regulation or any decree, writ, order, injunction, judgment, determination or award and will not contravene the provisions of or otherwise cause a default under any of its agreements, indentures, or other instruments to which it may be bound.

§ 2 Discrimination prohibited

The development; construction, occupancy and operation of a CEED Program or a CEED Program project financed or assisted under the act and this chapter shall be undertaken in a manner consistent with principles of nondiscrimination and equal opportunity, and the City of Las Cruces shall require compliance by all qualifying grantees with all applicable federal and state laws and regulations relating to affirmative action, nondiscrimination and equal opportunity.

§ 3 Termination

The City Council may repeal this chapter and terminate the City of Las Cruces' CEED Program and any or all contracts undertaken in its authority. Termination shall be by ordinance at a public hearing and in accordance with the terms of the contract. If an ordinance or a contract is repealed or terminated, all contract provisions of the contract regarding termination shall be satisfied.

§ 4 Authority

The City Council enacts this ordinance pursuant to the authority set forth in N.M. Const., art. IX and X; § 4-37-1 et seq./§ 3-17-1 et seq. NMSA 1978; § 3-18-1 et seq. NMSA 1978; § 3-45-1 et seq. NMSA 1978; § 60-13-1 et seq. NMSA 1978; § 62-17A-1, et seq. NMSA 1978; and 19.1.10 NMAC.

The Community Energy Efficiency Development (CEED) Block Grant Ordinance constitutes an exercise of the City of Las Cruces' independent and separate but related law enforcement, zoning, planning, environmental, fiscal and public nuisance powers for the health, safety and general welfare of Las Cruces and its residents.

(IV)

THAT this Ordinance shall take effect immediately upon its passage and adoption. A copy shall be provided to EMNRD as evidence of formal compliance with CEED Program requirements.

(V)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

SHARE No.25-521-0300-0150
City of Las Cruces

STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT,
AND
CITY OF LAS CRUCES

THIS GOVERNMENTAL SERVICES AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM), and City of Las Cruces (Entity).

THE PARTIES MUTUALLY AGREE:

1. **Scope of Work**: Entity shall:

A. Plan, manage and implement a Community Energy Efficiency Development (CEED) Program Project (Project) in accordance with the New Mexico Community Energy Efficiency Development Block Grant Act and the application materials approved by ECAM attached hereto and incorporated by reference as Attachment 1.

B. Provide targeted energy efficiency and conservation improvements to residential housing units for underserved communities in New Mexico. The geographic location of the households served will be within the City of Las Cruces. The Entity shall effectuate the goals of the CEED Program for residential buildings in underserved communities, including reducing energy consumption; reducing energy-related operating costs; reducing the carbon intensity of energy consumption; or a combination thereof.

C. Implement Energy Conservation Measure (ECM) improvements outlined in Attachment 2 hereto. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities.

1) Entity shall obtain the approval of ECAM for the installation of ECM improvements or appliances not specified in Attachment 2.

2) Entity is required to document all measure installations and any potential Health and Safety (H&S) findings. ECAM recognizes it may not be possible to catalog all potential H&S issues. Should H&S concerns not enumerated in Attachment 2 be identified, it is the Entity's responsibility to notify ECAM of the problem and obtain directions from ECAM on how to proceed before any work commences. Failure to adhere to this requirement may result in disallowed costs for the Entity and potential liability for any subcontractor.

3) The maximum average allowable ECM improvement cost per residential housing unit is $16,000.00, but Entity may seek ECAM approval for variances

to the maximum average allowable per-unit cost.

D. Entity shall adhere to the following program administration requirements:

1) Section 19.1.10.12 (D), NMAC to determine participant household eligibility. Certification verification process will require ECAM review prior to program commencement.

2) Procure, as applicable, services from community partner(s) and service providers(s) with experience in the geographic area(s) in which the project will take place. Entity shall give priority to service provider(s) with a commitment to employ apprentices from a registered apprenticeship program that promotes diversity or to provide paid internships to person(s) from the identified underserved community.

3) Collect and report data on, but not limited to, project performance, energy savings, and non-energy benefits resulting from project energy efficiency, conservation, and retrofit measures.

4) Prepare, review, certify, and submit the reports as outlined below, in the form and content specified by ECAM:

Report Title	Reporting Period	Due Date
Program Financial Reports	Quarterly	• Jan. 1–Mar. 31 = due Apr. 20 • Apr. 1–June 30 = due July 20 • July 1–Sep. 30 = due Oct. 20 • Oct. 1–Dec. 31 = due Jan. 20
Program Performance Reports	Quarterly	• Jan. 1–Mar. 31 = due Apr. 20 • Apr. 1–June 30 = due July 20 • July 1–Sep. 30 = due Oct. 20 • Oct. 1–Dec. 31 = due Jan. 20
Project Update Reports	Monthly, with each request for payment/reimbursement	On the 20th of the month for the previous period
If the due date falls on a weekend/holiday, the report will be due the following business day.		

3) The Entity shall review all invoices for reimbursement from subcontractors and verify that claimed expenditures are allowable costs. The Entity shall maintain documentation adequate to support all claimed costs reported for federal reimbursement or Entity share.

4) To the greatest extent practicable, Entity should take advantage of available New Mexico state and federal rebates and tax incentives, including the DOE Home Energy Rebates programs: Home Electrification and Appliance Rebates (HEAR), Home Efficiency Rebates (HER).

5) Entity may apply for variances pursuant to Section 19.1.10.20 NMAC. Should the Entity elect to undertake activities or change locations prior to written authorization from ECAM, the Entity does so at risk of not receiving funding.

6) Outreach/marketing activities must be directly related to the CEED Program and educational activities must be targeted and specific to the residential unit or building.

7) Training and Certifications costs must apply directly to CEED Program activities. Staff time spent on CEED Program projects should be accounted for accurately, with costs claimed being the costs incurred.

8) Entity shall also comply with requirements specified in Attachment 3, Special Terms and Conditions.

9) Prepare, review, certify, and submit reimbursement requests as outlined below, in the form and content specified by ECAM.

2. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work. The total amount payable to Entity under this Agreement shall not exceed six hundred forty-two thousand, four hundred sixty-nine dollars ($642,469.00), including New Mexico governmental gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and as set forth below:

Deliverable	Maximum Amount Not to Exceed	Invoice Due Date
Submit reimbursement requests for Administrative Costs related to the planning, management and implementation of the CEED Program Project.	$61,742.50	20th day of each month for costs incurred during the previous month
Submit reimbursement requests for costs related to retrofit work and ECM improvements to residential housing units within the City of Las Cruces.	$580,726.50	20th day of each month for costs incurred during the previous month

This amount is a maximum and not a guarantee that the work assigned to be performed by Entity under this Agreement shall equal the amount stated herein. The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount

without this Agreement being amended in writing prior to those services exceeding the total compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. EMNRD shall pay travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the Per Diem and Mileage Act, NMSA 1978, Sections 10-8-1 *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

D. Entity must submit detailed invoices accounting for all services performed and expenses incurred with each reimbursement request. Invoices shall include documentation of all expenses incurred evidencing the propriety of each claim with proofs of payment thereof. Wage amounts charged shall be based upon payrolls maintained by Entity and must be supported by copies of the paystubs or cancelled paychecks, and timesheets if requested. If EMNRD finds that the services or expenses are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term**: This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate on September 30, 2026 unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. **Termination**: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. **Appropriations**: This Agreement's terms are contingent upon the New Mexico State Legislature and the DOE granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Entity. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Entity.

6. **Status of Entity**: Entity and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of

New Mexico as a result of this Agreement. Entity agrees not to purport to bind the State of New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

7. **Assignment**: Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

8. **Subcontracting**: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

B. Entity shall comply with 2 C.F.R. 200.317 through 200.327 for procurement of property or services conducted pursuant to this Agreement.

C. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the Per Diem and Mileage Act, NMSA 1978, Section 10-8-1 *et seq.*, as implemented by the current DFA Rule and EMNRD Travel Policy.

9. **Release**: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality**: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

11. **Product of Services; Copyright**: All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

12. **Conflict of Interest; Governmental Conduct Act**: Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

13. **Amendment**: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

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

15. **Penalties for Violation of Law**: The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

16. **Equal Opportunity Compliance**: Entity agrees 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 of the State of New Mexico, the Entity assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Entity is found not to be in compliance with these requirements during the life of this Agreement, Entity agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law**: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Entity acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Records and Audit**:

A. Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico. During this time, such records shall be subject to inspection by EMNRD, DFA, and the State Auditor and DOE. Entity further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses related to this Agreement for which exception is under consideration by the DOE or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives $1,000,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state, and local government audit requirements, and in accordance with the Single Audit Act Amendments of

1996, 2 C.F.R. 200, Subpart F – Audit Requirements. Entities who do not meet the $1,000,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entities shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or electronically, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

19. **Liability**: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*, as amended.

20. **Procurement, Utilization, and Disposition of Property**: Entity shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Entity has any property in its possession belonging to EMNRD, Entity shall account for the property and dispose of it as EMNRD directs. All property acquired by the Entity or procured under this Agreement shall be used and disposed of in accordance with DOE regulations governing disposal of property.

21. **Invalid Term or Condition**: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. **Enforcement of Agreement**: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a specified right by a party shall be effective to waive any other rights.

23. **Notice**: Except as otherwise specified herein, all notices hereunder shall be in writing) and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Buildings and Community Program Manager
EMNRD – ECAM
1220 S. St Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St Francis Drive
Santa Fe, NM 87505

To City of Las Cruces:

City Manager
Ikani Taumoepeau
PO Box 20000
Las Cruces, NM 88004

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

24. **Authority**: If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that the individual has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

25. **Acknowledgment**: Entity shall acknowledge EMNRD and DOE as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/ publications for the project.

26. **Minimum Wage Rate**: If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

27. **Compliance with Law and Funding Source Conditions**:

A. Entity shall comply with all applicable state, federal, and local laws, statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement. The Entity is required to obtain all necessary state, Federal, and local permits, authorizations, and approvals for all work performed under this Award.

B. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) – Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

1) including qualified MBEs/WBEs on solicitation lists;
2) assuring that MBEs/WBEs are solicited once they are identified;
3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;

4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and
6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

C. Compliance with Trafficking Victims Protection Act of 2000 - Entity, Entity's employees, subcontractors, and subcontractors' employees shall not:

1) engage in severe forms of trafficking in persons during this Agreement's term;
2) procure a commercial sex act during this Agreement's term; or
3) use forced labor in the performance of this Agreement.

D. Compliance with NMSA 1978, Section 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

E. In the event this Agreement is funded with federal monies, Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

F. In the event this Agreement is funded with federal monies and Entity wishes to enter into an agreement with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this Agreement, Entity shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the DOE.

G. Entity shall not award subcontracts to parties listed on the government-wide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. part 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

H. If the value of this Agreement exceeds $100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

If this Agreement is valued at more than $150,000, Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. §7401 *et seq.*); Clean Water Act (33 U.S.C. §1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water

Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and U.S. Environmental Protection Agency (EPA) regulations.

28. **Insurance Coverage**: Entity shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the Worker's Compensation Act, NMSA 1978, Sections 52-1-1 *et seq.*, if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, Sections 41-4-19, as it may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: _____
Cabinet Secretary or Designee

CITY OF LAS CRUCES

By: _____ Date: 6/6/25.
Authorized Representative Signature

IKANI TAUMOEPEAU - CITY MANAGER
Printed Name and Title

Approved as to Form:

06/03/2025
CITY ATTORNEY

ATTACHMENT 1: Application Materials

CEED Program	Application – City of Las Cruces
Applicant Entity Legal Name:	City of Las Cruces
Type of Applicant Entity:	Municipal government
Project type entity is applying for:	Type 1 Project
Title of Applicant's project:	Plugged in for Good Energy Alliance (PIFG or Alliance): Affordable, Resilient Retrofits
One sentence description of the project:	Plugged in for Good will launch a low-income home retrofit program, prioritizing energy efficiency, affordability, and heat resilience through equity centered workforce capacity building, homeowner empowerment, and alternative finance options.
One sentence description on the impact and beneficiaries of the project:	Low-income communities transform with market-driven retrofits prioritizing energy affordability and resilience that create inclusive pathways to financially sustainable turnkey retrofit programs mobilizing by a clean energy workforce and resident self-advocacy.
Total funding request amount:	$642,469.00 ($617,425.00 federal DOE–EECBG Program + $25,044.00 state NM-CEED Program)
Project Location	The proposed project takes place in New Mexico
State the selected geographic block location *	City of Las Cruces. Focus: The geographic block location within 5 square miles of an area known as the infill area made up of the following 28 block groups: 350130004025 350130004023 350130004011 350130004012 350130005003 350130005002 350130002014 350130009004 350130009005 350130009006 350130008004 350130008001 350130007006 350130007001 350130004024 350130004013 350130006003 350130009002 350130009003 350130008003 350130008002 350130007005 350130007004 350130009001 350130007003 350130007002 350130006001 350130006002.
Describe the rationale used for the geographic selection.	The infill area grew as a result of a 1967 urban renewal project in the downtown Las Cruces area. As city planners razed businesses and neighborhoods, the low-and moderate-income (LMI) multilingual families were forced to move to hastily built tract housing disconnected from former neighborhoods. Today, more than 55% of Las Cruces' LMI population lives within the infill area. As part of the current planning process, PIFG members are utilizing a specially commissioned multivariate data tool with census block granularity to summarize blocks by energy burden, energy efficiency, and exposure to urban heat, among other characteristics to determine which census blocks would benefit most from this program. PIFG anticipates selecting three neighborhood blocks in February 2024, well before the project launches in Q.4, 2024.
Project Purpose:	The proposed project targets the adoption of energy efficient consumer behavior, equipment, or devices resulting in reduced energy consumption without the amount or quality of energy services.

Project Purpose: Check all that apply to the proposed project:	energy-efficient consumer behavior energy-efficient equipment energy-efficient devices health and safety measures equipment or electrification upgrades
Which of the following CEED Program Project Goals does the proposed project serve? Check all that apply:	reduce energy consumption reduce energy-related operating costs reduce the carbon intensity of energy consumption
Scope of Work	The Plugged in for Good Energy Alliance (PIFG or Alliance) is a collaborative effort in Las Cruces, bringing together community members with lived experiences and professionals from social services and technical fields. Our ambitious agenda involves addressing systemic barriers to affordable, energy-efficient housing and job security. Through a plan that focuses on low-income disadvantaged communities (LIDAC), we will implement market-driven retrofits, carried out by small partnering businesses, and supported by trained community navigators. This initiative is complemented by vetted technical and financial strategies, aligning with CEED program goals to reduce energy consumption, operating costs, and carbon intensity in underserved communities. The genesis of this project took shape during a year of monthly meetings with Plugged in for Good members. Together, we explored equity issues related to LIDAC communities, considering energy burdens, health and safety, climate resiliency, workforce opportunities, finance options, and the impacts of the energy transition. This effort evolved into an application and subsequent award from the Department of Energy's Buildings UP Prize, making us the sole New Mexico recipient. This prize provides up to five years of foundational funding and expert guidance to transform existing U.S. buildings into more energy-efficient, clean energy-ready spaces. With Buildings UP technical assistance and cohort support in 2024, we will finalize our plans. In combination with a CEED grant (set to kick off on Q.4, 2024), the resources, established partnerships, and expertise are in place to accomplish our ambitious goals. The Alliance operates through three focal areas: community and equity, training and workforce, and technology and finance—each set up as a working group within the PIFG Energy Alliance with complementary scopes of work. Community & Equity Work Group: Working closely with PIFG partner Doña Ana Communities United (DACU), this group aims to build relationships and cohesion among selected neighborhoods through community events. The PIFG team will engage 20-25 LIDAC households in year 1 and 40-50 households in year 2, shaping retrofit approaches and conditions detailed in a co-authored community benefits agreement. CEED funding will support navigator salaries. Training & Workforce Work Group: Supporting selected small businesses (including their employees and apprentices with tailored training), this group will collaborate with Doña Ana Community College's (DACC) Building Construction Technology program. Partnerships with Community Action Agency of Southern New Mexico (CAASNM) and Las Cruces Chamber of Commerce (LCGCC) will foster a conducive work environment. CEED funding covers apprentices' stipends and wrap-around services provided by CAASNM. Technology & Finance Work Group: Focused on developing a profile of LIDAC household envelops and energy pre- and post-conditions, this group measures health and safety, energy affordability, and resiliency outcomes. CEED funding covers tailored residential audits and consulting services for project construction and finance assistance. As a market driven retrofit model for the LIDAC community, many of the improvements may be constrained by residents' qualifications for bundled retrofits, availability of

	municipal or other funds to offset unmet costs, and residents' appetite for participating in tariff on bill finance programs. The Alliance is committed to addressing affordability and heat resilience through weatherization and HVAC heat pumps. Low-cost high impact measures (e.g. ceiling fans, pipe insulation and equipment blankets) will also be integrated into the program to maximize low-tech solutions especially in mild weather. As a second tier of programs, cool roofs, heat pump water heaters along with health and safety upgrades will be available. As we prepare for the project launch, the technical and finance team will run investigations using cost compression strategies with Buildings UP technical assistance. This includes examining equipment needs, savings, balance of costs after deductions, the impact of community solar, and other factors to maximize efficiency, affordability, and climate resilience.
Describe any additional benefits not described above that should be factored into the evaluation of this application.	PIFG intertwines different social and economic systems together – workforce, income models, community engagement, and support services – to sculpt a multi-dimensional just transition grounded in equity, research, collaboration, and transformative change. And, although HUD and MFA retrofit programs offer invaluable services to LMI residents, limited funding, qualification limitations and requirements, and the 'charity' stigma temper these agencies' abilities to address those 13,000 residents leaving many energy burden challenges unmet. The PIFG program provides a market-based option that tackles energy affordability and heat resilience through weatherization, heat pumps, community solar, maintenance plans, etc. to increase energy efficiency and affordability. As a result, utility bills will fall below 6% of income, ambient home temperatures will remain below 85°F during extreme heat events, and home equity values will increase. Doña Ana Community College's (DACC) Building Construction Technology programs are specifically tailored for low-income students and those who are un- or underemployed. These programs offer cutting-edge technologies, industry-recognized credentials, and career pathways in the energy sector. DACC's curricula will equip individuals with the workforce training necessary for retrofitting LMI housing. For small businesses that often struggle to compete for larger equipment contracts, this initiative marks a unique opportunity. They will be the first to undergo training in the functions and installations of new high-efficient technologies and subsequently be hired to contribute to more scalable projects. This experience will not only facilitate cross-training, certification, and career advancement opportunities but also enhance job security and lead to increased income stability. The positive outcomes from this program are expected to drive broader adoption of these technologies and create additional workforce opportunities.
Describe the project benefits to the selected underserved community, what specific outcomes will result from the completion of this project, and the approach for maximizing project benefits in the community.	Participating LIDAC households will experience a wide range of benefits including weatherization, electrification of home cooling, heating, and potentially water systems, utility bill reductions, increased disposable incomes, enhanced stakeholder comfort and safety, a decrease in environmentally related health issues, a better understanding of household equipment and maintenance, improved relationships among neighbors, and a rise in home values. The active involvement of historically excluded residents as co-creators of a just energy transition sheds light on both the intended and unintended consequences of our existing power structure. By exemplifying best practices—such as co-creation, the use of navigators and apprentices, alternative finance models, and collective small business contracts, we can uncover and amend disparities. This, in turn, can lead to the development of policies and programs that dismantle structural, procedural, distributional, and transgenerational inequities.

Describe the project's alignment with the CEED Program's purpose and goals.	During PIFG's monthly meetings with community members, service, and technical professionals, we examined barriers faced by LIDAC residents concerning home conditions and participation in energy-efficient programs. These discussions shaped the development of our program and not surprisingly, its alignment with CEED Program's purpose and goals. A significant barrier identified is that community members often base decisions on interpersonal relationships, making trust crucial. Doña Ana Communities United (DACU) plays a vital role in fostering relationships among neighbors through engaging events like tree plantings, fix-it fairs, and DIY energy strategy sessions in targeted neighborhoods. PIFG team members will also actively participate in these events to build connections. As part of these events, PIFG will offer ten free energy audits to lower-income homeowners in each of the three targeted neighborhood. The audits will measure energy efficiency, energy use intensity, basic maintenance needs, options for energy improvements, costs, rebates, and potential increases in home values. Participants will receive a written report, a free consultation with a PIFG navigator, and access to local construction and financial consultants. In year 1, any finances not covered by bundled rebates for weatherization and a heat pump system will be covered by PIFG, with residents providing advice on program delivery through a co-authored Community Benefits Agreement (CBA) and at the end of one year, a follow-up post audit and participants' program evaluation of the deliverable of the CBA. In year 2, the program aspires to double the households retrofitted and the small business employed. The first retrofit in each neighborhood will receive additional attention as the initial demonstration project, with navigators fully assisting participants in securing rebates through a customized portal. PIFG's shift to a market-based program utilizing rebates will take away the stigma of 'asking for charity' with the tailored services of a navigator. At the end of the first year, the PIFG team and retrofit participants will share results with neighbors and make City Council presentations, highlighting identified systemic barriers and potential strategies to address them, particularly concerning uncovered technology/installation costs. The PIFG.Energy Alliance has five significant goals to: 1) address inequitable practices and policies for a clean, just energy transition; 2) reduce residents' energy transition cost burdens through incentives; 3) promote electrification of home HVAC systems; 4) ensure stakeholders' comfort and safety during extreme heat events; and 5) develop local workforce cohorts for 'high road' opportunities. The second and third goals align with CEED program goals for reducing energy consumption, operating costs, and carbon intensity through electrification. Several actions in PIFG's program aim to meet CEED's goals. The technical and finance team will spend a year planning and modeling strategies to increase energy efficiency while decreasing costs. Community solar projects will further lower electricity costs, and workforce training will focus on solving for efficiency and affordability. Offering low-tech/high-efficient solutions provides households utility options during mild weather. Lastly, participating residents will co-author a Community Benefits Agreement, increasing accountability to deliver as promised.
How will the project meet these objectives, and how will this impact be measured?	See PIFG Logic Model for details of how project will meet these objectives, and how impacts will be measured.
Describe Applicant's plan to engage community partners, service providers, and participant households in the project.	As part of the 2024 PIFG Energy Alliance planning process, we will have established comprehensive guidelines for Diversity, Equity, Inclusion, and Accessibility (DEIA), 'High Road' Workforce principles, and plans for administration, evaluation, outreach, and financial management. By the end of 2024, all PIFG Alliance members will collaboratively develop a Partnership Group Agreement. Each working group—Community & Equity, Training & Workforce, and Technology & Finance—will finalize its Scope of

	Work (SOW), timeline, and deliverables. The responsibilities of these three PIFG working groups are detailed in I.4.a.i under the Scope of Work and listed in the attached Gantt chart. All working groups are integral members of the PIFG Energy Alliance and comprise community members, social services, and technical professionals. Community members will receive remuneration for their lived experiences, travel, and childcare. Each working group will be led by a designated chair, co-chair, and will include a city staff representative. Other members will be asked to step in, as needed to ensure team and project success. Monthly working group meetings will provide for transparent and supportive discussions aided by constructive problem solving. For further details on PIFG's plan to engage participant households, please refer to the response in section 4.C. above.
Describe Applicant's strategy to prevent fraud, waste, and abuse.	In addition to rigorous municipal safeguards, the Alliance, driven by shared vision and collaboration, establishes accountability along with scopes of work, deliverables, and regular meetings. Members co-author a Community Partnership Agreement supplemented with SOW and deliverables, committing to the project and each other. A Community Benefits Plan within target communities further enhances accountability. Multiple interrelated evaluative measures uncover patterns and anomalies, fostering a deeper understanding of our work. We embrace an iterative process of quantitative and qualitative learning to refine our approaches and the transformative shift we aspire to as a community.
Participant eligibility requirements	Participant eligibility will follow 19.1.10.12 (D) NMAC.
Describe the proposed process for certifying the eligibility determination of participant households.	Certification process to be submitted to Division for approval prior to project commencement.
What specific outcomes will result from the completion of this project?	The applicant asks reviewers to refer to PIFG Logic Model, organized by the three focal areas under short and medium outcomes and impacts to better understand the full context of the project.
Describe the reporting metrics/measures.	[Metrics used will include (but not be limited to): I. Retrofits • Number of Units Retrofitted: Track the total number of residential units that receive energy efficiency retrofits. • Square Footage of Buildings Retrofitted: Measure the total square footage of buildings that undergo retrofits. • Estimated Project Savings: Calculate the estimated annual savings in terms of: o Dollars o Kilowatt-hours (kWh) of electricity o Therms of natural gas o Gallons of fuel oil o Therms of propane o Gallons of water o Gallons of kerosene o Tons of wood • Energy Management Systems Installed: Track the number of energy management systems installed in residential units. • Water Conservation Retrofits: Measure the number of water conservation retrofits completed. • Fuel Switching: Track the number of buildings where the primary fuel type is switched to a more efficient or cleaner fuel source.

	• Realized Reduction in Consumption: Measure the actual reduction in consumption for various energy sources (electricity, fuel oil, natural gas, propane, kerosene, wood). II. Energy Audits • Energy Audits Performed: Track the number of energy audits conducted for residential units. • Square Footage of Buildings Audited: Measure the total square footage of buildings that undergo energy audits. III. Training and Education/Technical Assistance • Education, Outreach, and Training: Track the number of workshops, training sessions, and education sessions held and the number of participants. • Staff Hired: Measure the number of full-time equivalent (FTE) energy management staff and subrecipient staff hired. • Information Contacts: Track the number of information connections where energy efficiency or renewable energy measures were recommended. IV. Community and Stakeholder Engagement • Community Engagement Events: Track the number of community engagement events held (both virtual and in-person). • Community Members Engaged: Measure the total number of community members or stakeholders engaged in the grant program, including those from underserved communities. V. Participant Data • Participant eligibility criteria • Participant demographic data • Energy consumption data: including the measurement and tracking of electricity, natural gas and propane consumption • Utility bill costs: and associated energy-related operating costs]
Describe the tracking and data collection methods.	A construction consultant will be tasked with collecting and writing up the results from the retrofits. This data will be shared with the small retrofit businesses, trainers, navigators, and the community. The FEE will be a facilitated process that will be recorded and transcribed. A steering committee, led by the Sustainability Office will help synthesize the learning as a written report and presentation highlighting the project's impact to the team and later City Council.
Reduction of energy use that will come from implementation of the proposed measures. – Average impact by household unit / total impact (average x # of units):	Replace gas furnace and AC with Heat Pump – 21,694 kWh energy savings annually; Replace gas furnace and evaporative cooler with Heat Pump – 18,638 kWh energy savings annually
Reduction of energy cost that will come from implementation of the proposed measures. – Average impact by household unit / total impact (average x # of units):	Replace gas furnace and AC with Heat Pump – $414.65 saved annually; Replace gas furnace and evaporative cooler with Heat Pump – $18.36 energy saved annually; Replace gas furnace and evaporative cooler with Heat Pump – $18.36 energy saved annually.
Reduction in carbon intensity of energy consumption from implementation of the proposed measures. – Average impact by household unit / total impact (average x # of units):	Replacing a gas furnace and AC with a ASHP - reduction of emissions of 7935 lbs. of CO_2e; Replacing a gas furnace and evaporative cooler with a ASHP - reduction of emissions of 236 lbs. of CO_2e.

Other identified measured project impact(s):	The ability to maintain healthy, safe inside temperatures of 82°F or cooler during extreme heat events of 100 °F as an indicator of resilience.
Total number of participant households of the project:	20-25 households in year one; 40-50 households in year two.
Number of project partner beneficiaries:	In year one, we would engage 4 small business with a total of 4 apprentices. In year two, we would recruit 8 small businesses with a total of 8 apprentices.
Provide a timeline for implementation, including project milestones.	PIFG Work Plan
Describe Applicant's work plan detailing how tasks will be executed within the allotted timeframe and by which members of the project team.	The Plugged in for Good Energy Alliance is an informal collaboration sharing a common vision and will co-author and sign a Partnership Group Agreement during the 2024 planning period. The team is divided into three work groups - community and equity, training and workforce, and technology and finance. Within each work group, a chair and co-chair will facilitate tasks with a well-articulated work plan with milestones and deliverables to ensure accountability. The chair, co-chair, and community members will all receive stipends for their time. Other members will be asked to step in as needed to ensure team and project successes. The administrative team will coordinate monthly full team meetings for progress updates and encourage transparent constructive discussions to aid problem solving.
Is environmental/ground disturbance anticipated for the project?	No
How long will the project take to complete?	In total, 2.5 years with year 0, Q.4 for navigator and new energy technology training, year 1–year 2 increasing retrofit activities; year 3, Q.1 to finalize reporting requirements.
Describe any proposed Community Partner(s) with experience in the area(s) in which the project will take place.	Doña Ana Communities United (DACU).
Describe any proposed Service Providers(s) with experience in the area(s) in which the project will take place.	During the 2024 Buildings UP planning period, the Building Performance Association (BPA) will undertake the following initiatives: 1) Las Cruces Small Business Needs Assessment: BPA will conduct a comprehensive needs assessment in the construction support industry, focusing on small businesses in the Las Cruces area. 2) Workforce Readiness Assessment: BPA will perform a workforce readiness assessment targeting underserved, unemployed, and immigrant populations to identify key areas for skill development and support. 3) Business-Job Seeker Collaboration: BPA aims to facilitate connections between small businesses and job seekers, fostering collaboration with the overarching goal of advancing workforce development and creating new opportunities within our community. As part of the implementation plan, four to five businesses will be recruited for parallel contracts, each responsible for executing 4-5 retrofits in year 1. This initial phase will then progress to contracts involving eight small businesses with parallel agreements to carry out 5-6 retrofits each in year 2. This strategic expansion is designed to enhance the impact of the initiative and further contribute to the development and growth of our community.

EXHIBIT "A"

SHARE No.25-521-0300-0150
City of Las Cruces

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT
New Mexico Community Energy Efficiency Development (CEED) Program,
City of Las Cruces

SUBPART I. COVER SHEET

I. APPLICANT INFORMATION

1. **Applicant Entity:**
   a. Applicant Entity Legal Name: City of Las Cruces
   b. Employer Identification Number: 85-6000147
   c. Organizational DUNS Number: 077609279
   d. Applicant Entity Address: PO Box 20000, Las Cruces, NM 88004
   e. Organizational Unit:
      i. Department Name: City Manager Office
      ii. Division Name: Sustainability Office
   f. Type of Applicant Entity: Municipal government

II. REPRESENTATIVE INFORMATION

2. The representative authorized by the organization to contractually obligate on behalf of this application: Ikani Taumoepeau
   a. Title: City Manager
   b. Organizational Affiliation: City of Las Cruces
   c. Email: ITaumoepeau@lascruces.gov
   d. Phone number: 5755412076
3. The person authorized by the organization to negotiate on behalf of this application: Gabriela M. Prats
   a. Title: Interim Grants Manager
   b. Organizational Affiliation: City of Las Cruces
   c. Email: grants@lascruces.gov
   d. Phone number: 575-541-2430
4. The person authorized by the organization to clarify/respond to queries regarding this application: Jenny Hernandez
   a. Title: Sustainability Officer
   b. Organizational Affiliation: City of Las Cruces
   c. Email: jehernandez@lascruces.gov
   d. Phone number: 575-541-2177

III. PROJECT INFORMATION

5. Project type entity is applying for: Type 1 Project — (open to Indian nations, tribes, or pueblos; county or municipal governments; and the MFA)
6. Title of Applicant's project: Plugged in for Good Energy Alliance (PIFG or Alliance): Affordable, Resilient Retrofits
7. One sentence description of the project:

   a. Plugged in for Good will launch a low-income home retrofit program, prioritizing energy efficiency, affordability, and heat resilience through equity centered workforce capacity building, homeowner empowerment, and alternative finance options.
8. One sentence description on the impact and beneficiaries of the project:
   a. Low-income communities transform with market-driven retrofits prioritizing energy affordability and resilience that create inclusive pathways to financially sustainable turnkey retrofit programs mobilizing by a clean energy workforce and resident self-advocacy.
9. Proposed Project:
   a. Start Date: 12/31/2024
   b. End Date: 9/30/2026
10. Total funding request amount: $617,425.00 (EECBG) + $25,044.00 (NM)

SUBPART II. ACTIVITY FILE

1. **ACTIVITY**
   - i. Energy Efficiency Retrofits
   - ii. Building Energy Audits

   - **Blueprints**
     2. Energy Efficiency
        2a. Energy Efficiency: Building Audits and Retrofits, including grid interactivity and electrification
     6. Workforce Development

1. **STATE**: NM

2. **SECTORS**
   - iii. Local Government
   - iv. Residential

3. **TOPIC AREA**
   - v. Energy Conservation
   - vi. Energy Efficiency
   - vii. Energy Audits
   - viii. Retrofits
   - ix. Energy Equity

4. **ESTIMATED SAVINGS**
   - x. The estimated average impact by household is:
     Replacing gas furnaces and either AC's (high value) or evaporative coolers (low value) with heat pumps: 21,694 kWh to 18,838 kWh saved annually; $414.65 to$18.36 saved annually; 7935 lbs. to 236lbs. of CO2e for replacing a gas furnace and AC with an ASHP.

5. **DESCRIPTION**
   - xi. Executive summary of goals and objectives:
     This project addresses the three primary goals for the CEED program—

reduce energy consumption, reduce energy-related operating costs, and reduce the carbon intensity of energy consumption. With 60 retrofits, we would replace gas furnaces and either AC's (high value) or evaporative coolers (low value) with heat pumps: 1,300,000 to 1,130,000 kWh saved annually; $24,879 to 1101 saved annually; 476,100 to 14,160 lbs. of CO2e for replacing a gas furnace and AC with ASHPs.. The project targets the adoption of energy-efficient consumer behavior, equipment, or devices resulting in a decrease in energy consumption without reducing the amount or quality of energy services.

6. **MILESTONES**

xii. Program Year Milestones

- CLC will award 4 contracts in Y1 (4@$31,500) and 6 in Y2 (6@$31,250) for individuals to provide resources and information to low-income residents interested in participating in PIFG. The City reserves the right to offer the contract to a managing organization and may supplement managerial costs through the City's operational budget.
- Annually: Provide annual End of Year reports to EMNRD.
  Milestone: Annual reports submitted.
- Quarterly: Provide quarterly Progress and FFR reports to EMNRD.
  Milestone: Quarterly reports submitted.
- Monthly: Provide monthly reimbursement request/status reports to EMNRD.
  Milestone: Monthly reports submitted.

7. **METRICS**

xiii. Metric Area: Retrofits

- Process Metric: 1a. Number of Units retrofitted [residential]
  - Metrics Collected:
  - Number of buildings retrofitted
  - Square footage of buildings retrofitted (ft^2)
  - Estimated project savings ($) annually
  - Estimated project savings (kWh of electricity) annually
  - Estimated project savings (Therms of natural gas) annually
  - Estimated project savings (gallons of fuel oil) annually
  - Estimated project savings (Therms of propane) annually
  - Estimated project savings (gallons of water) annually
  - Estimated project savings (gallons of kerosene) annually
  - Estimated project savings (tons of wood) annually
- Process Metric: 1b. Energy management systems installed [residential]
  - Metrics Collected:
  - Number of energy management systems installed
  - Square footage of buildings with systems installed (ft^2)
- Process Metric: 1c. Water conservation retrofits made [residential]
  - Metrics Collected:
  - Number of water management systems installed
  - Number of water conservation retrofits completed

- Process Metric: 1d. Fuel switching [by fuel type] before and after retrofit
  - Metrics Collected:
  - Number of buildings where primary fuel type changed
- Process Metric: 1e. Realized Reduction in electricity consumption [sector] (kWh/year)
  - Metrics Collected:
  - Reduction in electricity consumption (kWh/year)
- Process Metric: 1f. Realized Reduction in fuel oil consumption [residential] (gallons/year)
  - Metrics Collected:
  - Reduction in fuel oil consumption (gallons/year)
- Process Metric: 1g. Realized Reduction in natural gas consumption [residential] (Therms/year)
  - Metrics Collected:
  - Reduction in natural gas consumption (Therms/year)
- Process Metric: 1h. Realized reduction in propane consumption [residential] (Therms/year)
  - Metrics Collected:
  - Reduction in propane consumption (Therms/year)
- Process Metric: 1i. Realized Reduction in kerosene consumption [residential] (gallons/year)
  - Metrics Collected:
  - Reduction in kerosene consumption (gallons/year)
- Process Metric: 1j. Realized reduction in wood consumption [residential] (tons/year)
  - Metrics Collected:
  - Reduction in wood consumption (tons/year)

xiv. Metric Area: Energy Audits

- Process Metric: 8a. Energy audits [residential]
  - Metrics Collected:
  - Number of investment audits grade (IGAs) performed
  - Square footage of IGAs performed (ft^2)
  - Number of building energy audits performed
  - Square footage of building energy audits performed (ft^2)

xv. Metric Area: Training and Education/Technical Assistance

- Process Metric: 9a. Education, outreach, and training conducted
  - Metrics Collected:
  - Number of workshops, training, and education sessions held
  - Number of people attending workshops, training, and education sessions
- Process Metric: 9b. Energy management staff hired - Full time equivalent
  - Metrics Collected:
  - Number of sustainability officers or energy managers hired (FTE)
- Process Metric: 9b. Subrecipient staff hired - Full time equivalent
  - Metrics Collected:
  - Number of energy workers/construction staff hired (FTE)

- Process Metric: 9c. Information contacts (e.g., webinars, site visits, media fact sheets) in which energy efficiency or renewable energy measures were recommended, by sector
  - Metrics Collected:
  - Number of information contacts (e.g., webinars, site visits, media fact sheets) in which energy efficiency or renewable energy measures were recommended
  - Number of Households in which energy efficiency or renewable energy measures were recommended

xvi. Metric Area: 11. Community and Stakeholder Engagement

- Process Metric: 11a. Community and Stakeholder Engagement
  - Metrics Collected:
  - Number of community engagement events (virtual and in person)
  - Number of community members or stakeholders engaged (total number of attendees across all events)
  - Number of community members or stakeholders engaged that are from communities of interest (i.e., disadvantaged, rural, fossil energy, or Tribal communities) (attendees from communities of interest, across all events)

8. **FUNDS**

xvii. EECBG BIL grant (all funds in the approved budget)

1. Federal $617,425.00
2. Total (Federal) $617,425.00

SUBPART III. SCOPE

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1. **PROJECT DETAILS**

Target population:

1. disadvantaged households in the City of Las Cruces, primarily within the 5 square miles of an area known as the infill area.

i. Housing type:

1. Variable, single family home

ii. Proposed Energy Conservation Measures (ECMs):

- Electric Panel Upgrade to 200 Amps
- High Efficiency Air Source Heat Pump
- High Efficiency Heat Pump Water Heater
- EnergyStar Windows (Average 10 windows per home)
- EnergyStar Doors (Average 3 exterior doors per home)
- Residential Safety Measures
  - Smoke Alarm,
  - CO Detector,
  - Kitchen Fire Extinguisher
- Priority appliance replacements
  - Energy Star Refrigerator,
  - Energy Star Dishwasher,
  - Energy Star Clothes Washer

- Energy Star Clothes Dryer,
- Energy Star Induction range

- LED lighting
- Water tank insulation
- Water heater pipe insulation
- Air sealing
  - weather stripping
  - window caulking
- Duct sealing
- Attic insulation
- Programmable thermostat or smart thermostat

. Number of homes: 60-75

SUBPART IV. ENERGY EFFICIENCY CONSERVATION STRATEGY

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1. Does your local government have existing energy efficiency and conservation or related goals?
   a. Yes
      i. What goals do you have? (*check all that apply*)
         1. GHG reduction goal [X]
            a. Specific goal (*e.g., 80% GHG reduced from 1990 levels*) ___ There are two standing goals for GHG emission reductions of 19% or greater of 2018 baseline. _____
            b. By what year? (*e.g., 2050*) ____ There are two standing goals for GHG emission reductions of 19% or greater of 2018 baseline by 2030 and reductions of 73% or greater of 2018 baseline by 2050. _____
         2. Energy use reduction goal [X]
            a. Specific goal ____ Approximately 38 percent of greenhouse gas emissions in Las Cruces come from using electricity and natural gas in commercial and residential buildings. Building greenhouse gas emissions are reduced when occupants practice energy efficiency and use renewable energy. Targets for this sector include:
            • Expand residential energy efficiency programs by 18 percent of 2018 baseline
            • Reduce commercial building energy use by 30 percent of 2018 baseline
            • Reduce energy usage in municipal buildings through efficiency and demand management by 25 percent of 2018 baseline ____
            b. By what year? _____ Expand residential energy efficiency programs by 18 percent of 2018 baseline by 2030 and 65 percent of 2018 baseline by 2050.

• Reduce commercial building energy use by 30 percent of 2018 baseline by 2030 and 75 percent of 2018 baseline by 2050.
• Reduce energy usage in municipal buildings through efficiency and demand management by 25 percent of 2018 baseline by 2030 and 75 percent of 2018 baseline by 2050. ____

3. Clean energy use goal ☒
   a. Specific goal ____11% (2030) 28% (2050)____
   b. By what year? ____2030 (11%) 2050 (28%)____
4. EV adoption goal ☒
   a. Specific goal ____7% proportion of registered vehicles that are EVs in 2030. 36% 2050____
   b. By what year? ____2030 (7%) and 2050 (36%)____
5. Job creation goal ☐
   a. Specific goal ____The Entity is working with a number of local workforce development partners to improve local training, workforce conditions, and professional development. Funding availability for this portion of the project is still being solidified, but positive outcomes are expected with existing partnerships. The Entity will continue to evaluate and improve program offerings as dynamic partnerships evolve, and expected funding is confirmed.____
   b. By what year?
   _____
6. Job quality goal ☐
   a. Specify goal
   _____
   b. By what year?
   _____
7. Other ☐
   a. Specific goal
   _____
   _____
   _____
   b. By what year?
   _____

ii. No, Our local government does not have an existing goal, but we are selecting the following goal as part of our strategy. ☐
(*May select more than one option. *If you select option 5, you must also select from options 1-4 or option 6.*)

1. Carbon neutrality by 2050 or sooner
2. Reduce energy use by 50% by 2050 or sooner

3. 100% carbon-free energy use by 2050 or sooner
4. 80% EV adoption by 2050 or sooner
5. Pay prevailing wages for all construction and maintenance projects by 2025*
6. Other

_____
_____
_____
_____

2. Does your local government have an existing plan or strategy document (*e.g., climate action plan, energy conservation plan, comprehensive energy plan, etc.*) to reduce energy use, increase energy efficiency, reduce emissions, or train workers for high-quality energy efficiency jobs?

a. Yes [x]

i. Please attach/submit/link your plan Las Cruces Climate Action Plan (https://www.lascruces.gov/wp-content/uploads/2024/06/LC-Climate-Action-Plan-Report-July-2020.pdf)

ii. Do you intend to update your plan in the next two years?
1. Yes [x]
a. Are you planning to use any of your EECBG Program funds to update your plan?
i. Yes
ii. No [x]
b. What updates do you intend to make to your plan?

b. No [ ]

i. Please briefly describe your strategy to achieve your goals listed in Question 1.

_____
_____
_____
_____
_____

3. Are you planning to use a blueprint? (*https://www.energy.gov/scep/energy-efficiency-and-conservation-block-grant-program-blueprints*)

a. Yes [ ]
i. Which one(s)?

1. Energy Planning ☐
2. Energy Efficiency
   a. Energy Efficiency: Building Audits and Retrofits, including grid interactivity and electrification ☐
   b. Energy Savings Performance Contracts for Efficiency & Electrification in Municipal Buildings ☐
   c. Building Efficiency & Electrification Campaign ☐
   d. Building Performance Standards for Existing Buildings and Stretch Codes for New Construction ☐
3. Renewables
   a. Solar (and battery storage) Power Purchase Agreement (PPA) ☐
   b. Community Solar ☐
   c. Solarize Campaign ☐
   d. Renewable Resource Planning for Communities ☐
4. Transportation
   a. Electric Vehicles for Municipal Fleets ☐
   b. EV Charging Infrastructure for the Community ☐
5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs ☐
6. Workforce Development ☐

ii. How does the blueprint help you meet your strategy/goals?

_____

_____

b. No ☒

i. What category of work do you plan to apply your EECBG Program funds to? (*Check all that apply*)

1. Strategy development
   a. Developing goals
   b. Developing measures to track progress
   c. Providing annual reporting on goals
2. Technical consultant services to assist in strategy development
3. Building energy audits
   a. Residential ☐
   b. Commercial
   c. Industrial
   d. Municipal
4. Financial programs
   a. Loan programs
   b. Performance contracting programs
   c. Rebates/grants
   d. Incentives
   e. Other

5. Energy efficiency retrofits
    a. Residential [X]
    b. Commercial
    c. Industrial
    d. Municipal
6. Energy efficiency and conservation programs for buildings and facilities
    a. Residential [ ]
    b. Commercial
    c. Industrial
    d. Municipal
7. Transportation Programs
    a. Electric vehicle planning
        i. Municipal
        ii. Communitywide
    b. Purchasing of electric vehicles
    c. Installation of electric vehicle chargers
        i. Municipal
        ii. Communitywide
    d. Use of flex time by employers
    e. Satellite work centers
    f. Zoning guidelines or requirements that promote energy efficient development
    g. Infrastructure, such as bike lanes and pathways and pedestrian walkways
    h. Synchronization of traffic signals
    i. Public transit system improvement investments
    j. Other
8. Building codes and inspections
    a. Updating building codes
    b. Improving enforcement/compliance with building codes
    c. Building performance standards
    d. Other
9. Energy distribution technologies for energy efficiency
    a. Distributed resources
    b. District heating and cooling systems
    c. Other
10. Material conservation programs
    a. Source reduction
    b. Recycling
    c. Composting
    d. Sustainable procurement
    e. Other
11. Reduction and capture of methane and other greenhouse gases generated

a. Landfills
b. Wastewater treatment facilities
c. Other

12. Traffic signals and street lighting upgrades
13. Renewable energy on government buildings
    a. Solar
    b. Wind
    c. Fuel cells
    d. Biomass
14. Programs for financing, purchasing, and installing energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure)
15. Other *(requires approval)*

_____

ii. How will your use of funds help your unit of government meet its strategy/goals?

___ This use of funds will help the City achieve its energy goals to reduce community-wide emissions by 15 percent through increased building energy efficiency by 2050. Specifically, by expanding residential energy efficiency programs and decarbonization. It will help Las Cruces meet its 6% goal to convert residential buildings to all electric by 2030 and 75% by 2050_____

iii. Provide a brief description of your project(s)?

___ The need to transition to clean energy technologies and prepare for extreme weather events has become a global priority. Understanding who benefits from new technologies and workforce developments and suffers from natural disasters, pandemics, and stranded assets are critical to shaping a just transition. Weatherization and energy efficiency programs available in that area have not considered these questions leaving service gaps, safety, and health issues unaddressed when residents do not qualify for or have not been assisted by programs. Almost 85 % of homes in the urban center were built before the 1970's when cinderblock construction with minimal energy efficiency measures was the norm. Record-breaking extreme heat events with 100°F and 105°F days are projected to become more frequent and last much longer in Las Cruces. There will be many more hours per year when air conditioning is required and evaporative coolers - the most common system used in the region - will become less effective. Decade old natural gas appliances for cooking, water, and heating contribute unhealthy pollutants that aggravate chronic respiratory illnesses. The clean energy transition offers many opportunities to redress these unfair practices with workforce creation, the efficiencies of new technologies, and lower operating/utility costs for residents. This project will address the urgent thermal safety and affordability issues of low- and moderate-income (LMI) households through weatherization and electrification of existing

homes in anticipation of extreme weather events.

4. Local governments must coordinate and share information with the State in which the eligible local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under the EECBG Program. Have you coordinated and shared your planned activities with your State?

a. Yes [X]
   i. Please describe how you plan to coordinate with your State
   We regularly coordinate with the state's HER and HEAR programs, conducting monthly check-ins to explore how we can align and maximize these incentives alongside our other funding sources. This ongoing collaboration also helps us identify opportunities to coordinate with similar programs that ECAM is developing, ensuring we effectively leverage resources across initiatives.

   We will strategically plan projects for the foreseeable future and will be able to coordinate and organize the details to present to the state.

5. Local governments must take into account any plans for the use of funds by adjacent eligible local governments that receive grants under the EECBG Program. Have you taken into account how adjacent eligible units of local governments plan to use their funds?

a. Yes [X]

Part B. _____

1. Do you plan to collaborate with other eligible units of government?

a. Yes, we are going to form a team and apply through a joint application
   i. List the names of the units of government

   _____

   _____

   1. Which unit of government is serving as the lead applicant?

   _____

   ii. Please describe what your team plans to work on together

   _____

   _____

b. Yes, we are going to informally collaborate [ ]
   i. List the names of the units of government

   _____

   _____

   _____

Please describe your planned collaboration

c. We are not yet sure if we are going to collaborate with others ☐

d. No ☒

2. Are you planning to partner with other organizations including utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations for your project?

a. Yes ☒
   i. Please list your partners
      - Doña Ana Communities United (DACU)
      - Community Action Agency of Southern NM (CAASNM)
      - Las Cruces Partnership of Community Schools (LCPCS)
      - Community Members
      - Doña Ana Community College (DACC)
      - New Mexico Department of Workforce Solutions
      - Construction Small Businesses
      - Collaborative Climate LLC
      - SW Regional Housing and Community Development Corporation
      - Sustainable Engineering LLC
      - Las Cruces Economic Development Department

   ii. _____

b. No

3. Have you engaged local stakeholders (such as utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations) in the development of your plan and/or how you intend to use your EECBG Program allocation?

a. Yes ☒
b. No

4. Will this EECBG Program funding help you to access additional sources of funding?

a. Yes ☒
   i. What kind? (*Check all that apply*)
      1. Local government
      2. State government

3. Federal government [x]
4. Philanthropic [x]
5. Private sector
6. Other

b. No
   i. Would you like assistance in identifying other sources of funding?
      1. Yes [x]
      2. No [ ]

5. Do you anticipate needing support for your project development/implementation?

a. Yes [x]
   i. What kind? (*Check all that apply*)
      1. Policy, planning and program design [x]
      2. Retrofits [x]
      3. Engineering and modeling
      4. Stakeholder engagement
      5. Program administration and implementation support
      6. Outreach, education and advertising
      7. Other [x]
   ii. No [ ]

6. Do you anticipate the project(s) you use this funding for will continue after the EECBG Program funding period?

a. Yes [x]
   i. Describe how the project(s) have been designed to ensure that it sustains benefits beyond the EECBG Program funding period. We have applied for Municipal Investment Fund planning dollars through ICLEI-Local governments for Sustainability to develop flexible financing solutions that support the long-term scalability of the program like establishing scalable financial products—Inclusive Utility Investments, Low-Interest Decarbonization Loans, and Solar Lending and Leasing Solutions to address key barriers for low-to-moderate income households. By engaging private capital providers and building strong partnerships, along with workforce development efforts, the program ensures ongoing investment, job growth, and community resilience well into the future. In addition, we are pursuing local funding options, including securing revenue through a franchise fee, to ensure sustained funding beyond the EECBG Program period.

b. No [ ]
   i. What would help you to continue? (check all that apply)
      1. Local sustainable financing [ ]
      2. Public and local political support [ ]
      3. Staff capacity [ ]

4. Other ☐

7. How do you intend for your project(s) to benefit disadvantaged communities?[1] (*check all that apply*)

a. Benefits include (but are not limited to) measurable direct or indirect investments or positive project outcomes that achieve or contribute to the following in disadvantaged communities:

i. A decrease in energy burden[2] ☒
ii. A decrease in environmental exposure and burdens ☒
iii. An increase in access to low-cost capital ☒
iv. An increase in job quality (including paying prevailing wages for construction and maintenance projects by 2025) ☒
v. An increase in clean energy enterprise creation and contracting (*e.g., minority owned or disadvantaged business enterprises*) ☐
vi. An increase in clean energy jobs, job pipeline, and job training for individuals from disadvantaged communities ☐
vii. An increase in parity in clean energy technology access and adoption ☐
viii. An increase in energy democracy ☐
ix. Other ☐

1. Please explain

Numbers v. and vi. could apply depending on the outcomes from our funding sources for Energy Futures Grant.

i. [1] 4.2 - https://www.energy.gov/sites/default/files/2023-01/IIJA%20%2840552%29%20EECBG%20Program_Application%20Instructions.pdf
ii. [2] https://iejusa.org/glossary-and-appendix/#glossary_of_terms

8. How will your strategy support the goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities?

The City of Las Cruces (CLC), New Mexico with six multijurisdictional partners is committed to advancing a braided set of goals to: 1) address inequitable practices and policies to ensure stakeholders receive opportunities for a clean, just energy transition; 2) reduce residents' energy transition cost burdens by applying existing (and future) incentives; 3) promote the electrification of home cooling, heating, and water systems; 4) ensure stakeholders' comfort and safety during extreme heat events; and 5) develop local workforce cohorts that ensure 'high road' opportunities.

This approach contributes directly to the nation's goals of building decarbonization, clean energy job creation and energy justice. Measurable results will include transformative shifts in skilled workforce deployment, market driven retrofits, prioritizing energy affordability, and

creating equitable access pathways to inclusive and financially sustainable turnkey retrofit programs and the mobilization of a clean energy workforce.

Aged, energy inefficient housing coupled with extreme heat and low-income families have exacerbated health and safety issues for DACs. Current retrofit programs do not provide comprehensive retrofit services, lack sufficient funding, and pose access barriers. The only two existing LC programs providing comprehensive services reach 50 homes per year (out of 7,362). These households spend an average of 11.6% monthly on utilities which jeopardizes their capacity to meet other basic needs. A primary project objective is to develop and implement retrofit programs that will alleviate energy burdens, provide comprehensive and equitable access to clean energy technologies, and ensure thermal comfort and safety during extreme heat events.

EXHIBIT "A"

SHARE No.25-521-0300-0150
City of Las Cruces

ATTACHMENT 2: Energy Conservation Measure Improvements

Energy Conservation Measure (ECM) improvements will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety (H&S) measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality, and equipment or electrification upgrades. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities. The following provisions are included to ensure the successful execution of projects.

A. Entity shall implement ECMs in an order that prioritizes greatest savings (*e.g.* sealing the building envelope prior to heat pump installation). Entity shall follow the U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) guidelines regarding prioritizing measures (air sealing, duct sealing outside the thermal boundary, and thermal boundary insulation [attic, wall, floor or belly, foundation, sill, etc.]) and installing in order of savings to investment Ratio (SIR) the ECMs and related H&S and incidental repairs measures (SIR calculation = (Annual $ savings x Expected Usage Lifetime (EUL)) ÷ (Initial $ cost). EUL durations can be found at: https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf (*see also*: Attachment 2, Subpart A: Allowable Default ECM Lifetimes).

B. ECM improvements for residential housing units may include, but are not limited to: envelope upgrades; air sealing; duct sealing; insulation installation; EnergyStar windows ; EnergyStar doors; LED lighting; water tank insulation and water heater pipe insulation;

1) cleaning, repair or replacement of heating and cooling systems;
   i. Heating systems
      a. Replacement or installation of secondary heating systems are not allowed.
      b. Use proper sizing protocols according to Manual J, State approved sizing protocols, NEAT/MHEA outputs, etc.
      c. High efficiency air source heat pumps. (Cold climate rated units as appropriate for climate zone).
   ii. Cooling systems
      a. Replacement or installation of secondary cooling systems are not allowed.
   iii. Ensure no bill increase
      a. Replace existing electric units or fuel switch from propane

2) prioritized appliance repair or replacement:
   i. Clean or repair baseload appliances/fixtures, as well as (in no particular order);
   ii. High efficiency heat pump water heaters,
      a. Household should have a minimum of 3 persons.
      b. New units should have an EF of 3.0 or higher.
      c. Replace only electric resistance water heaters.

   d. Cost is limited to $1,750.
   e. Thermostat set to 120 degrees maximum.
   f. Include water heater blanket, pipe insulation (as appropriate).
iii. EnergyStar refrigerator, cost is limited to $900.
   a. Must have automatic defrost, top freezer preferred. May be no more than 2 cubic feet larger than existing refrigerator.
iv. EnergyStar dishwasher, cost is limited to $525.
v. EnergyStar clothes washer, cost is limited to $675.
vi. EnergyStar clothes dryer, cost is limited to $700.
   a. Heat pump clothes dryer cost is limited to $840.
vii. EnergyStar oven/range, cost is limited to $1000
   a. New units may only have a single oven, induction ranges must not increase spending for participant
viii. Programmable/smart thermostats, cost is limited to $150.

3) incidental repairs; cost is limited to $1000 per unit. Allowable items include, but are not limited to:
   i. Sealing of cracks
   ii. Weather-stripping, caulking, hole patching.
   iii. Installation of door sweeps
   iv. Repair and replacement of thresholds
   v. Repair and replacement of fireplace dampers.
   vi. Repair or replacement of broken glass in window
   vii. Exterior door repair
   viii. Repair of building envelope to maintain the integrity of ECMs
   ix. Low-flow showerheads diverter replacement or fixture repair.;
   x. Electrical repair for lighting retrofits;

4) residential Health and Safety (H&S) measures, cost is limited to 20% average cost per unit. Allowable items include, but are not limited to:
   i. Safety devices: smoke and carbon monoxide alarms, fire extinguishers
   ii. Heating and cooling system safety checks;
   iii. Asbestos
      a. In siding, walls, ceilings, etc., in vermiculite, on pipes, furnaces, and other small-covered surfaces
      b. General abatement of asbestos siding or replacement with new siding is not an allowable H&S cost
   iv. Biologicals and unsanitary conditions
   v. Building structure and roofing
   vi. Code compliance
   vii. Combustion gases
   viii. Unsafe electrical
   ix. Formaldehyde, volatile organic compounds (VOCs), flammable liquids, other air pollutants
   x. Fuel leaks
   xi. Hazardous materials disposal
   xii. Injury prevention of occupants and project workers
   xiii. Lead based paint
   xiv. Mold and moisture

xv. Radon
xvi. Ventilation and indoor air quality
xvii. Window and door replacement, window guards
a. Storm windows
b. Window coverings
1. Purchase of new window guards not allowed

C. ECM improvements do not include installations of new roofs or photovoltaic solar (the CEED Program follows the DOE Weatherization Assistance Program determination that roof replacements and repairs are not energy saving measures (https://www.energy.gov/sites/prod/files/2019/09/f66/WPN-19-5.pdf)). Electrical fuse box/panel upgrades or installations are not included unless accompanied by an approved priority appliance installation. ECM improvements do not include replacement of functional, new (purchased within the last 10 years) appliances.

D. All ECMs and replacement units must meet safety guidelines. Under no circumstance should retrofit work that would exacerbate health and safety problems, for either the occupant or the worker, proceed.

1) All applicable State and local (or Authorities Having Jurisdiction (AHJ)) codes must be followed, and manufacturer approved materials and instructions must be used while installing any ECM.
   i. Workers shall know when the AHJ requires a licensed professional to perform a certain task.

E. Replacement appliances shall comply with the minimum standards of energy efficiency for major appliances established by the National Appliance Energy Conservation Act (NAECA) of 1987.

1) Disposal according to applicable State and Federal laws, as appropriate. For Entities that contract out replacement and disposal to third-party contractors, Entities are responsible for obtaining assurances from the third-party contractor that these items were disposed of according to applicable State and Federal laws, as appropriate.

F. All activities carried out with CEED Program funding must meet the objectives of the program (in addition to meeting the list of eligible activities specified above) ensuring energy bill totals do not increase and ensuring cost limitations are followed. Beneficial electrification or fuel switching measures may be installed as part of the retrofit process but must follow those parameters.

G. The term 'retrofit' is used as 'rehabilitation' implies improvements beyond the scope of an energy efficiency program. Unallowable rehabilitation activities include but are not limited to: creating additions or accessory units, changing floor plans, finishing attics and basements, repairing or replacing plumbing or electrical systems, completing kitchen and bathroom remodeling, renovating or constructing a garage, or installing new roofing/gutters/siding/etc., or major roof repairs.

EXHIBIT "A"

SHARE No.25-521-0300-0150
City of Las Cruces

SUBPART A

Maximum Lifetimes of Energy Conservation Measures

Table: Allowable Default ECM Lifetimes

https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf

#	Measure Type	Measure Name	Life (yr.)
1	Building Insulation	Attic insulation: blown in and batt	30
2	Building Insulation	Attic insulation: all other types	20
3	Building Insulation	Sill box insulation	20
4	Building Insulation	Foundation wall insulation	20
5	Building Insulation	Slab insulation	20
6	Building Insulation	Floor insulation: loose and batt types installed in fully enclosed air-tight cavities, and rigid insulation	30
7	Building Insulation	Floor insulation: all other types including loose and batt not installed in fully enclosed air-tight cavities	20
8	Building Insulation	Wall insulation: dense pack insulation, rigid insulation and full-cavity batt insulation in fully enclosed air-tight cavities	30
9	Building Insulation	Wall insulation: all other types	20
10	Building Insulation	Kneewall insulation: loose and batt types installed in fully enclosed air-tight cavities, and rigid insulation	30
11	Building Insulation	Kneewall insulation: all other types including loose and batt types not installed in fully enclosed air-tight cavities	20
12	Building Insulation	Duct insulation	20
13	Building Insulation	Manufactured home skirting	10
14	Building Insulation	White roof coating	7
15	Building Insulation	Radiant barrier	15
16	Ducts/Infiltration	Whole house air sealing	10
17	Ducts/Infiltration	Duct sealing	10
18	Doors and Windows	Storm window	15
19	Doors and Windows	Window replacement	20
20	Doors and Windows	Door replacement	20
21	Doors and Windows	Storm door	10

22	Doors and Windows	Window shading: awning	10
23	Doors and Windows	Sun screen: fabric or screen	10
24	Doors and Windows	Sun screen: louvered	15
25	Doors and Windows	Window film	15
26	HVAC Systems	Thermal vent damper	10
27	HVAC Systems	Electric vent damper	10
28	HVAC Systems	Intermittent Ignition Device (IID)	10
29	HVAC Systems	Electric vent damper and IID	10
30	HVAC Systems	Flame retention burner	10
31	HVAC Systems	Heating system tune up	3
32	HVAC Systems	Heating system replacement: fossil fuel fired furnaces and boilers, standard and condensing	20
33	HVAC Systems	Heating system replacement: all other heating systems except heat pumps	18
34	HVAC Systems	Smart/programmable thermostat	15
35	HVAC Systems	Air conditioner tune up	3
36	HVAC Systems	Air conditioner replacement	15
37	HVAC Systems	Evaporative cooler	15
38	HVAC Systems	Heat pump replacement	15
39	Baseloads	Lighting retrofit: fluorescent and compact fluorescent	*(Note 1)*
40	Baseloads	Lighting retrofit: LED	*(Note 2)*
41	Baseloads	Lighting retrofit: halogen	*(Note 3)*
42	Baseloads	Refrigerator replacement	15
43	Baseloads	Water heater tank insulation	13
44	Baseloads	Water heater pipe insulation	13
45	Baseloads	Low flow showerhead	15
46	Baseloads	Water heater replacement	13
47	Baseloads	Water heater setpoint reduction	13
48	Solar	Solar PV installations	20

Notes

- *1. 10,000 hours*
- *2. 30,000 hours*
- *3. 4,000 hours*

ATTACHMENT 3: Special Terms and Conditions

Energy Efficiency and Conservation Block Grant
U.S. Department of Energy

New Mexico Energy Minerals & Natural Resources Department ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

SUBPART A

General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable,

including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law
The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law
Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship
SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements
DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45)years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation

Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training atwww.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.
9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance

Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000647."

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE

Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards
The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage
See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property
Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment
Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity
The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation
If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews
During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

SUBPART B.

Financial Provisions

Term 23. Maximum Obligation
The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation
The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs
SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:
The Recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all Federal awards through the Recipients fiscal year end 2024. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the Recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

B. Fringe Cost Allocation:
Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):
The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. **Modification to Indirect Cost Billing Rates**
SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. **Award Closeout**
The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs
Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income
If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures

A. **Method of Payment**
Payment will be made by advances through the Department of Treasury's ASAP system.

B. **Requesting Advances**
Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance

payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash
The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments
All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds
For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 30. Budget Changes

A. Budget Changes Generally
The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable Indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

SUBPART C.

Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities
With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about

[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere.*

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
   1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
   2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award. The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and

unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through
investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

SUBPART D.

Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid

wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic

submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver
A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.
For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is "non-available" is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver ("non-availability") has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2)Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3)Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[2] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization

[2] See OFCCP's Technical Assistance Guide at:
https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec
Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

Term 50. Penalties

a. Failure to follow any of the program guidelines or the provisions laid out in this Agreement can result in EMNRD imposing specific grant requirements or taking one or more of the following actions:
   i. temporary withholding of payments until Entity takes corrective action;
   ii. dis-allowance of costs for all or part of the activity associated with the noncompliance of the Entity;
   iii. suspension or termination of the grant in part or in its entirety;
   iv. debarment or suspension of the Entity;
   v. withholding of further funds from EMNRD; or any and all other legal remedies.

ATTACHMENT 4: Certifications and Assurances

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

SUBPART A

INTELLECTUAL PROPERTY PROVISIONS (NRD-821)
Nonresearch and Development

Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).

EXHIBIT "A"

SHARE No.25-521-0300-0150
City of Las Cruces

SUBPART B

AUTHORIZED APPLICANT ASSURANCE

6/6/2025 (Date)

U.S. Department of Energy

Ref: Energy Efficiency and Conservation Block Grant - DE- FOA-0002882 CDFA Number 81.128

Please consider this letter as certification that Ikani Taumoepeau, City Manager (enter name and title) has been appointed to represent the City of Las Cruces (enter Government Entity) and is the contact for the City of Las Cruces (enter Government Entity's Receiving Agency) which is authorized to receive funds and implement the Energy Efficiency and Conservation Block Grant Program for the above referenced grant. The contact information is below:

NAME: IKANI TAUMOEPEAU.

EMAIL: itaumoepeau@lascruces.gov

PHONE: 575-541-2076

[AUTHORIZED APPLICANT SIGNATURE]

EXHIBIT "A"

SHARE No.25-521-0300-0150
City of Las Cruces

SUBPART C

DAVIS-BACON ASSURANCE

6/4/2025 (Date)

U.S. Department of Energy

Ref: Energy Efficiency and Conservation Block Grant - DE- FOA-0002882 CDFA Number 81.128

Please consider this letter written assurance that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Infrastructure, Investment, and Jobs Act will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

[AUTHORIZED APPLICANT SIGNATURE]

SHARE No.25-521-0300-0150
City of Las Cruces

SUBPART D

FINANCIAL ASSISTANCE CERTIFICATIONS AND ASSURANCES FOR USE WITH SF 424

Applicant: City of Las Cruces

Solicitation No.: **DE –** SE0000647

The following certifications and assurances must be completed and submitted with each application for financial assistance.

The name of the person responsible for making the certifications and assurances must be typed in the signature block on the forms.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements

DOE F 1600.5, Assurance of Compliance Nondiscrimination in Federally Assisted Programs

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," 10 CFR Part 606 "Governmentwide Debarment and Suspension (Nonprocurement) and 10 CFR Part 607 "Governmentwide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

2. ADDITIONAL LOBBYING REPRESENTATION

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:
The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986?

☐ Yes
☒ No

If you checked "Yes" above, check the appropriate block:
The applicant represents that after December 31, 1995 it

☐ has
☐ has not

engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

(1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

_____

_____

- Check if there are workplaces on file that are not identified here. ☐

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

5. SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: CITY of LAS CRUCES

Printed Name and Title of Authorized Representative: IKANK TAUMOEPEAU - CITY MANAGER

SIGNATURE

6/6/25.
DATE

Assurance of Compliance
Nondiscrimination in Federally Assisted Programs

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR 422 - GTN, Paperwork Reduction Project (1900-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1900-0400), Washington, DC 20503.

CITY of LAS CRUCES (Hereinafter called the "Applicant")

HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and

Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form, however, the obligation or both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following:
(1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities
connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy, Facilities of the Applicant (including the physical plants, building, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the

Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representation and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signature appears below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Designated Responsible Employee

Gabriela M. Prats
Name and Title (Printed to Typed)

575)541 - 2430
Telephone Number

Signature

6/6/2025
Date

Ikani Taumoepeau
Applicant's Name and Title

575541-2076
Telephone Number

Signature

6/6/2025
Date

Authorized Official:
President, Chief Executive Officer or Authorized Designee

IKANI TAUMOEPEAU - CITY MANAGER
Name and Title (Printed to Typed)

575)541 - 2076
Telephone Number

Signature

6/6/25
Date

EXHIBIT "A"

SHARE No.25-521-0300-0150
City of Las Cruces

SUBPART E

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046 (See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Tier _____, if known : **Prime Subawardee** **Congressional District**, if known : NM-2	ENMRD - ECAM 1220 S. St. Francis DR. SANTA FE, NM 87505 **Congressional District**, if known :

6. Federal Department/Agency:	7. Federal Program Name/Description:
U.S DEPT. OF ENERGY	CFDA Number, if applicable: _____

8. Federal Action Number, if known:	9. Award Amount, if known: $

10. a. Name and Address of Lobbying Registrant b. Individuals Performing Services (including address if *(if individual, last name, first name, MI)*: different from No. 10a)
(last name, first name, MI): O'DONNEL, JOHN R.
PAGONIS, KYRIAKOS
MMO PARTNERS
101 CONSTITUTION AVE NW STE 825E
WASHINGTON D.C 20001

EXHIBIT "A"

SHARE No.25-521-0300-0150
City of Las Cruces

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: IKANI TAUMOEPEAU Title: CITY MANAGER Telephone No.: 575-541-2076 Date: 6/20/25.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete All items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee ,e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB)

number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046.

EXHIBIT "A"

SHARE No.25-521-0300-0150
City of Las Cruces

SUBPART F

NATIONAL ENVIRONMENTAL PROTECTION ACT (NEPA) STATEMENTS OF WORK

Statement of Work for Non-tribal Energy Efficiency and Conservation Block Grant (EECBG) Applicants with a Historic Preservation Programmatic Agreement[1] (PA) for Projects with No Ground Disturbing Activities

Check applicable boxes. Note-All boxes must be checked to use this statement of work.

☐	I represent a non-tribal organization.
☐	If my organization funds any activities on tribal lands or tribal properties, I understand those activities would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. My organization would contact the Division/DOE Project Officer for a *Historic Preservation Worksheet* to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. I understand the DOE NEPA team must review the *Historic Preservation Worksheet* and notify my DOE/Division Project Officer before I may begin initiating activities reviewed on the *Historic Preservation Worksheet.*
☐	My organization is proposing no ground disturbing activities.
☐	My organization and proposed activities are located in NM.
☐	I understand I am required to review the NEPA and Historic Preservation training website: www.energy.gov/node/4816816 and contact my DOE/Division Project Officer with any questions before initiating project activities.
☐	I understand I am required to review my/Division *NEPA determination* (the DOE form that documents DOE's environmental review of project activities) once I have an approved award from the DOE Contracting Officer. I will contact my DOE/Division Project Officer with questions on my award documents.
☐	I understand I am required to review and comply with the requirements and restrictions of my *Historic Preservation Programmatic Agreement* found at: https://www.energy.gov/node/812599 once I have an approved award from the DOE Contracting Officer. I will contact my DOE/Division Project Officer with questions on my award documents.
☐	I understand I am required to submit an annual *Historic Preservation Report* in the Performance and Accountability for Grants in Energy system (PAGE).

☐	I understand if I propose activities not listed below, I must contact the Division who will review the proposal for program eligibility. Additional NEPA review will be required including the possible submission of an *Environmental Questionnaire 1* form (EQ1). I will not initiate any activities without approval from EMNRD/DOE.

[1] Determine if your project is located in a jurisdiction with a *Historic Preservation Programmatic Agreement* by checking this website: https://www.energy.gov/node/812599.

By signing below, City of Las Cruces (*enter Applicant organization*) provides assurance that it shall only fund projects (including subgrants) that fall within the Blueprints and Additional Activities listed below and will follow all restrictions defined below.

Blueprints and Additional Activities:

All proposed project activities and equipment funded from *Administrative and Legal Requirements Documents* (ALRD), and all proposed project activities and equipment funded under *Financial Incentive Programs*, must be listed below. Activities and equipment not listed below would require submission of an *Environmental Questionnaire 1* form (EQ1).

This Statement of Work is organized around EECBG Program Blueprints. Applicants that plan to use a Blueprint should identify their selected Blueprint number and ensure that their proposed activities align with this Statement of Work. Applicants that do not plan to use a Blueprint may find that their proposed activities are covered under one of the Blueprint headers or the "Additional Activities" section. Please review each item carefully to determine if proposed activities are included in this Statement of Work.

Blueprints	
Blueprint #1: Energy Planning	Activities limited to: a. Stakeholder engagement, education, and outreach. b. Energy data collection to assist in reducing fossil fuel emissions, reducing total energy use, or improving energy efficiency, including to establish a baseline. c. Development of an energy vision, goals, and strategies. d. Writing, adopting, and/or publicizing an energy plan. e. Development of energy efficiency and conservation strategies, project-specific plans that may require feasibility studies, preparation of preliminary project design, outreach, and technical support to state agencies, local governments, and affected stakeholders. f. Development and implementation of programs and strategies to encourage energy efficiency and renewable energy such as policy development and stakeholder engagement.
Blueprint #2A: Funding commercially available, energy efficient, grid-interactivity, electrification and renewable energy upgrades	Activities limited to: Funding commercially available, energy efficient, grid-interactivity, electrification and renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to: a. Building energy assessments. b. Energy audits.

Expedited NEPA review based on this NEPA Statement of Work and supporting documents does not preclude DOE from conducting stewardship activities, including audits, and site visits, or from exercising any other rights under the EECBG program.

By signing below, the Applicant, agrees to follow all the statements and restrictions in this document; review and comply with the *NEPA Determination* (included in their Applicant award documents); review the DOE's NEPA and Historic Preservation training website. DOE has developed a NEPA and Historic Preservation training website which contains PowerPoint presentations, sample template documents (including a project *scope of work* and a project *layout*), a Word template of the *Environmental Questionnaire1 (EQ1),* and an *EQ1 Submission Guide* at www.energy.gov/node/4816816. Applicants are responsible for reviewing these trainings and reviewing the sample documents prior to initiating projects. Recipients must contact their DOE/Division Project Officer with any questions. Subgrantees should also review the NEPA and Historic Preservation training website prior to initiating projects.

Authorized Signature, Date

Name (Printed or typed): I KANI TAUMOEPEAU

Title (Printed or typed): CITY MANAGER

Organization (Printed or typed): CITY OF LAS CRUCES

EXHIBIT "A"

SHARE No.25-521-0300-0150
City of Las Cruces

SUBPART G

EECBG PROGRAM INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

SECTION 1: CONTACT & LOCATION INFORMATION

Recipient Name:	City of Las Cruces	Award Number:	DE-SE0000647
UEI:	J3ZLWA2K1X47	DUNS (if applicable):	
Business Officer:	Lesley Doyle Finance Manager	BO Phone Number/ Email:	575-541-2080 ldoyle@lascruces.gov
Principal Investigator (PI):	Jenny Hernandez Sustainability Officer	PI Phone Number/ Email:	575-541-2177 jehernandez@lascruces.gov

A. **TYPE OF ORGANIZATION**

☒ State subrecipient

B. **LOCATION AND CONGRESSIONAL DISTRICT**

List the address and Congressional district(s) for the primary location where the grant will be performed.

Street Address:	700 N. Main St.
City:	Las Cruces,
State:	New Mexico
Zip:	88001

Congressional District(s):	NM-2

SECTION 2: FUNDING TYPE ☒ Grant

SECTION 3: BUSINESS ASSURANCES

A. **DISCLOSURE OF POTENTIAL IMPROPRIETIES**

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals[3] under investigation for or charged with a covered offense[4]?

☐ Yes

☒ No

b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?

☐ Yes

☒ No

c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been

[3] For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

[4] For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

convicted of any violations of U.S. export control laws and regulations?

☐ Yes

☒ No

d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?

☐ Yes

☒ No

e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?

☐ Yes

☒ No

f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from receiving Federal Contracts, subcontracts or financial assistance?

☐ Yes

☒ No

g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?

☐ Yes

☒ No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the DOE Interim Conflict of Interest Policy. As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member

of the project team (i.e., Investigators)?

☒ No

☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section V(b)(3).

2. **Organizational Conflicts of Interest**[5]. The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See DOE Interim Conflict of Interest Policy Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?

☒ No

☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section VI.

SECTION 4: PAYMENT INFORMATION

Provide the name, phone number and email for the Payments Contact Person.

1) Payments Contact Person:

3 Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? ☒ Yes ☐ No

If Yes:

[5] Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other

Federal or non-Federal organizations? If you check No to this question, please attach an explanation. ☒ Yes ☐ No

2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) ☒ Yes ☐ No

2b. Has the Recipient undergone a Financial Audit within the last 3 years? ☒ Yes ☐ No

If Yes to either 2a. or 2b.:

a. A copy of the audit is attached to this form. ☒ Yes ☐ No
b. An electronic copy of the audit was provided with application package.
☐ Yes ☒ No

An electronic copy of the audit can be found at: _____

If audit was not provided, please explain why it has not been completed and/or provided:

3. Recipient's fiscal year end date is 6/30

4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards.

Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail.

(If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency:

Point of Contact:

Phone/Email:

4b. DCAA Contact Information:

DCAA Office:

Point of Contact:

Phone/Email:

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit https://www.dcaa.mil. Please refer specifically to the "Pre-award Accounting System Adequacy Checklist" under CUSTOMERS—> Checklists and Tools.

Question	Yes	No	N/A
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	✓		
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	✓		
b. I dentification and accumulation of direct costs by project.	✓		
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)			✓
d. Accumulation of costs under general ledger control.	✓		
e. A timekeeping system that identifies employees' labor by intermediate and final cost objective (i.e., project level, division level).	✓		
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	✓		
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	✓		
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.			✓
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	✓		
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	✓		
4. Is the Accounting System currently in full operation?	✓		

SECTION 7: REPRESENTATION / CERTIFICATION

Certification of the information is required by the organization's authorized representative

☑ I certify that I have registered in the System for Award Management (SAM).

☑ I certify that I have registered in FedConnect.net in order to receive award documentation.

☑ I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.

☑ I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.

☑ I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization's written procurement procedures as outlined in "Procurement Standards" 2 CFR 200.317 through 2 CFR 200.326 inclusive.

☑ I certify the Recipient:

(1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;

(2) Shall promote and enforce Investigator compliance with DOE's Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;

(3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;

(4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of a financial conflict of interest; and

(5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made

herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: IKANI T.

Title: CITY MGR.

Signature of Authorized Official:

Date: 6/6/2025

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: IKANI T.

Title: CITY MGR.

Signature of Principal Investigator:

Date: 6/6/2025

ADDITIONAL INFORMATION

This information will assist in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit https://www.dcaa.mil. Please refer specifically to the "Pre-award Accounting System Adequacy Checklist" under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal

agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. **It is very important to confirm that you work with the correct office.*