CITY COUNCIL
AGENDA

Monday, May 15, 2023 at 9:00 AM
Council Chambers

Mayor
Ken Miyagishima

Mayor Pro Tem
Kasandra Gandara

Councilors
Tessa Abeyta
Becki Graham
Johana Bencomo
Becky Corran
Yvonne Flores

CITY OF LAS CRUCES

CITY HALL
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LAS CRUCES, NM 88004

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If you need an accommodation for a disability to enable you to fully participate in this event please contact us 72 hours before this event at 541-2115/V.

CONSENT AGENDA

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

Page

1. OPENING CEREMONIES

1.1. Pledge of Allegiance - Councilor Flores.

1.2. Pets of the Week.

1.3. Jobs of the Week.

1.4. Presentation of Certificates of Appreciation/Proclamations - Councilor Flores.

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

3. PUBLIC PARTICIPATION

4. ACCEPTANCE OF AGENDA

5. CITY COUNCIL MINUTES

5.1. Work Session of April 10, 2023. 4 - 19
Work Session - Apr 10 2023 - Minutes - Pdf

5.2. Regular Council Meeting of April 17, 2023. 20 - 38
City Council - Apr 17 2023 - Minutes - Pdf

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

6.1. RESOLUTION NO. 23-123: A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE MESILLA VALLEY PUBLIC HOUSING AUTHORITY (MVPHA) FOR THE OAK STREET APARTMENTS IMPROVEMENT PROJECT. 39 - 89

Resolution No. 23-123 - Pdf

6.2. COUNCIL BILL NO. 23-026; ORDINANCE NO. 3032: AN ORDINANCE APPROVING A PLANNED UNIT DEVELOPMENT (PUD) CONCEPT PLAN AMENDMENT UPDATING AND ALTERING THE BOUNDARIES OF THE MESILLA VALLEY COMMUNITY OF HOPE (MVCH) PUD. THE PROPOSED PUD CURRENTLY ENCOMPASSES 8.01 ± ACRES AND IS LOCATED AT 999 W AMADOR AVENUE. THE AMENDMENT WILL INCORPORATE NEWLY ACQUIRED PROPERTY FOR A TOTAL OF 16.59 ± ACRES, AS WELL AS INCORPORATE THE NEWLY ADOPTED MASTER PLAN THAT WAS DEVELOPED FOR THE MVCH CAMPUS. 90 - 267

Ordinance No. 3032 - Pdf

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

7.1. RESOLUTION NO. 23-124: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2023 BUDGET AND FY2023 CIP. 268 - 387

Resolution No. 23-124 - Pdf

7.2. RESOLUTION NO. 23-125: A RESOLUTION ADOPTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY OF LAS CRUCES, NEW MEXICO. 388 - 463

Resolution No. 23-125 - Pdf

7.3. RESOLUTION NO. 23-126: A RESOLUTION APPROVING THE CAPITAL IMPROVEMENTS PROGRAM (CIP) FOR FISCAL YEAR 2024 THROUGH FISCAL YEAR 2029. 464 - 478

Resolution No. 23-126 - Pdf

7.4. COUNCIL BILL NO. 23-025; ORDINANCE NO. 3031: AN ORDINANCE APPROVING A ZONE CHANGE FROM A-2 (RURAL AGRICULTURAL DISTRICT) TO C-3C (COMMERCIAL HIGH INTENSITY-CONDITIONAL) FOR PROPERTY LOCATED AT 4003 TELLBROOK ROAD. SUBMITTED BY PROPERTY OWNERS RAYLYN AND LEZLIE WILCOX. 479 - 585

Ordinance No. 3031 - Pdf

8. BOARD APPOINTMENTS

9. NOTICE OF PROPOSED ORDINANCE(S)

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

9.1. COUNCIL BILL NO. 23-030; ORDINANCE NO. 3036: AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT 586 - 609

BETWEEN THE CITY OF LAS CRUCES AND BHD LAND DEVELOPMENT LLC, FOR THE SALE OF APPROXIMATELY 16.62 ACRES OF MUNICIPALLY-OWNED LAND WITHIN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK FOR THE PURCHASE PRICE OF $581,700.00, IN ACCORDANCE WITH PROVISION OF LCMC 1997, SECTION 2-1312.

Ordinance No. 3036 - Pdf

9.2. COUNCIL BILL NO. 23-031; ORDINANCE 3037: AN ORDINANCE AMENDING SECTION 38-53. CONDITIONAL USES AND SECTION 38-54. SPECIAL USE PERMITS OF THE LAS CRUCES MUNICIPAL CODE (LCMC) FOR THE PURPOSE OF ELIMINATING THE 300-FOOT BUFFER BETWEEN CANNABIS RETAILERS/ MICROBUSINESSES AND OTHER CANNABIS RETAILERS/MICROBUSINESSES AND ELIMINATING THE 300-FOOT BUFFER BETWEEN CANNABIS RETAILERS/ MICROBUSINESSES AND SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS. SUBMITTED BY THE CITY OF LAS CRUCES. 610 - 659

Ordinance No. 3037 - Pdf

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11. CITY MANAGER REPORT

12. ADJOURNMENT

City of Las Cruces

MINUTES

Work Session

Monday, April 10, 2023 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, and Councilor Becky Corran

ABSENT:

1. PETS OF THE WEEK

1.1

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

2. JOBS OF THE WEEK

2.1

Irene Parra, Economic Development presented Jobs of the Week.

Councilor Yvonne Flores moved, seconded by Councilor Tessa Abeyta, to allow Councilor Corran to participate telephonically.

RESULT:	**Carried**
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Tessa Abeyta
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, and Councilor Becky Corran

3. AGENDA ITEM

3.1 CASA DE PEREGRINOS: FOOD SECURITY PROGRAM EVALUATION.

Lorenzo Alba, Casa de Peregrinos gave the overhead presentation.

Nancy Ryan, Deputy Director continued the overhead presentation.

Lorenzo Alba continued the overhead presentation.

Councilor Flores said starting in November, at least the Albertsons over on Lohman and Telshor. They ask for a contribution from everyone checking out, so do they match that or is that the contribution Albertsons makes?

Lorenzo Alba said a lot of that goes to us and some other agencies, but they also have through their foundations some matching dollars that go to that. They try to do it according to what each store is doing in the area. This is a district and one of the things that has changed is in the last couple of years is that United bought out Albertsons a couple of years ago. They are way more philanthropic and above and beyond what they are doing at the store they have given us gift cards that we are able to share with other agencies as well as with our clients. We are talking $45,000-$50,000 worth of gift cards. Fifty-dollar gift cards that we are able to share, we use that also for our partnerships with like the Fire Department, Paul Ford and his team whenever they go to some of these homes and are stuck between a rock and hard place. Instead of trying to find a pantry open in the middle of the night. Albertsons is a great partner above and beyond the donations they give us financially and through grants, but they also are part of the food rescue process and donate a lot of food to us. Yes, they add to it quite a bit.

Councilor Flores asked do you collaborate with La Semilla in anyway in terms of teaching people how to have their own gardens or do you have that capacity in any way?

Lorenzo Alba said we don't currently have a relationship with La Semilla. We have in the past tried to start a relationship with them. It is a little difficult when the office out of Anthony and their farm is over there and they sell their food instead of giving it to us. It would be great to teach people to garden if they wanted to actually put the work into it. It would be too small of a percentage on our part to really spend additional funding on that. We started a garden in the past before and we could not get anybody to work it. No body wanted to come work it even though they would get some of the food. It hasn't been successful for us. Is it out of the question for us no, as a matter of fact in a partnership that we currently have with the Village of Hatch and Hatch Valley Public Schools they want us to be involved in a vertical garden that they are going to do at one of the schools. We are actually going to put a pantry right next to the school. We like sustainable programs like that.

Councilor Flores asked in looking at transportation being a big issue, coupled with inconvenient pantry hours I am wondering is there correlation between bus schedules and your hours?

Lorenzo Alba said we have always been told back and forth with what our hours are and what would be convenient. We have even tried opening on Saturdays and tried staying open until 6 or 7. The impact was very little even though we marketed it really well. It was difficult to try to get people to come in at those hours so I think it is one of those situations where we will continue to play with that piece. Now on the transportation piece I think it has gotten better now that you guys have free bus service. We see a few people that still come on the bus and pick up food from us. The problem is that they can't take a lot of stuff on the bus. I think there is also some rules

and regulations on exactly how many things they can have on the bus so it is something to look into but it is also difficult for them to carry that much stuff on the bus. Most pantries give out an average of 40-50 pounds of food. Ours gives out an average of about 85 pounds of food. It would be a lot for them to be able to just carry on a couple of bags. Now we have addressed that as well by developing a delivery service and that delivery service will begin to really put into place even better once we get to the new building. This will be mostly for families that really qualify for it and really can't get there. Also, the homebound seniors especially we want to make sure that is available to them. Those are things that we have been researching and putting together over the years.

Councilor Bencomo said I want to say thank you for giving me a tour of the new building a few weeks ago. I am sure it looks totally different now when I was there, and Sydney was there a few weeks ago. I can't wait to come and see the final product Lorenzo, you are thinking it is June/July?

Lorenzo Alba said right now it looks like July. Props to Tom Gallagher, our Project Manager here at the city because he is a stickler about scheduling and about making sure that we are staying on course. He supports everything, especially that he knows that he is going to have support from Casa de Peregrinos with it, so it has been great. Right now, it looks like they have a pretty solid date of July 8th and the weekend after that we can start the punch list process. We are excited about this community project, that is exactly what this is. If you want to go look at the building, I invite you if you want to come and take a tour of it. It really is about what the community needed. Even adding offices to have other agencies hold office hours in there, we were trying to have a little forward thinking on it that is what we are trying to do.

Councilor Bencomo said that is all I really want to say was thank you and express my gratitude for your team. It is one of the biggest shining pieces of information here. How wonderful your team is and how people perceive them. I just wanted to thank you all for all of the work you all do and I will certainly continue having conversations with our City Manager and you all on the campus and what it will look like to support you in a more sustainable manner from the city. I think what you provide, I don't know where we would be without it so I look forward to continue having those conversations with you all.

Mayor Miyagishima asked the drop off food service, I was wondering if you have volunteers?

Lorenzo Alba said what we did on doing the delivery program was some partnerships with some other agencies. Another of piece of it is that we actually have our own delivery van and our own staff to do some of these deliveries. We have been kind of toying with it for about six months, already beginning to do some of the delivers and just trying to see what we are really looking for. The recommendations are coming from either social workers or from other agencies, from the Fire Department, from the Police Department to really try to figure out who these people are that we need to try to help out immediately. We schedule that, we make sure that we call them to make sure they are going to be available when we are delivery and then begin that process.

We are going to fine tune that whole idea when we move into the new building because we will have more capacity to be able to address that. The biggest thing is staffing it. Infrastructure wise we are solid but I think staffing is going to be the big one especially when it begins to take its own little form there and get bigger and bigger and more need for it, absolutely.

Mayor Miyagishima asked your total budget is $630,000?

Lorenzo Alba said for this program. Just for the one here in Las Cruces. We have our budget which is $1.65 million.

Mayor Miyagishima said I was amazed that you could do everything for $630,000. This delivery service, isn't it going to cost you something?

Lorenzo Alba said it will cost us a little bit, but I think we have taken those things into account as we move forward. Our new budget is going to be astronomical more than anything else. We have to add some staff as we move into the other building but the other piece of it really is the cost of food right now. Our cost of food, year after year has gone up a bunch about 21%-22% and that is just insane. The availability of food right now is not great. Our reliance on the food bank is important but they are also struggling with that funding to try and bring more food in and as what we do is changing a little bit of a model throughout the country. Feeding America, the food bank, some of these folks are beginning to relook at how they model the business itself. A lot of it has been that they were food sourcers as well as funding sourcers. Now they are becoming more as funding sourcers than they are food sourcers. I think that is going to be a predicament for a lot of us but it also gives us a little bit a leeway who can go after food from. Which if they are providing some of that funding for us we can try to do it more locally which really makes sense for us or with partners who are really going to rebate money back and give us those discounts that we really need and then we can actually get the foods that these families really need and not be so reliant on what is available from the food bank.

Mayor Miyagishima asked did I hear you say that we are the only ones that contribute?

Lorenza Alba said Dona Ana County funds a huge percentage of our rural outreach program. They have been a partner since I arrived here in 2011.

Mayor Miyagishima asked do you have some type of campaign? I don't know if you use Venmo or PayPal or something that makes it a little bit easier if someone wanted to safely contribute or donate to Casa de Peregrinos?

Lorenzo Alba said it is on the horizon, actually in about two weeks we will have that online and it will be available where you can send it via text and also on email and we will have QR codes available just to do that. If you look at the back of my business card, I know you have one in your back pocket, use the QR code and you can make a quick donation if you want to do that before you leave. We have QR codes for everything.

Mayor Miyagishima said I just think that there is an additional way to people who want to help out and contribute something. I will just echo some of the comments made here. We appreciate all that you do for the community and for those who are in need. It is an incredibly important, you are extremely important integral part of our city and county and could not get by without you all.

Councilor Gandara asked it appears that these are just clients of yours or did this go out to others that maybe could potentially be clients or is this specific to the folks that came to your facility?

Nancy Ryan said this survey was targeted to the people who use our services and while we discuss the idea of trying to do a broader survey to the people who might be using our services, we decided to put that into other ongoing other things that we need to evaluate to get this one picture of who we were serving right now and how they were reacting.

Councilor Gandara asked does this also include the Community Schools that you are in because you do numerous events there at each of those schools?

Nancy Ryan said no, it doesn't. What we wanted to get was the food security program data isolated so that we could look at this evaluation in a program specific way. We will evaluate the snacks program in the Community Schools. We will evaluate the rural pantries. We will evaluate the senior pantries and the student pantries, but we wanted to pull that data specific to the program so that we are able to not mush it all together. So that we were able to say that in our food security program here is what is being reported in terms of how many clients are worrying about food. However, in the rural programs it is different.

Councilor Gandara asked you are just not doing snack programs at the community and the schools you are giving boxes?

Nancy Ryan said no, that is Roadrunners.

Councilor Gandara said I will invite you to continue to participate in the Dona Ana County Resilience Leaders, Lorenzo and Diana are sector leaders for the food sector. We will be looking down the year to the sector, the ten sector survey that we need to update so it might be where you want to pull some of the data. I want to talk a little more about the transportation component. I knew that was a big issue and that is something that our transportation sector is looking at very specifically at how we address food and insecurity and what folks because it seems that it is a general complaint consistently that we hear often is not able to carry, you can only carry so much. Ifo, I am hoping that as we have these conversations that we involve Roadrunner in the discussion because I am not sure if you know that they are not allowed to bring the boxes and whatever they can carry. We might need to look at that in a different way especially because as we know 269 folks have no transportation and that is even with zero fare, they are able to take only but a bag or two. I am not sure and that is something that consistently I hear over time the huge barrier for folks.

So, if we could have those conversations and maybe come up with a different way to address the gap and barrier that would be very helpful because then we can track this and see if we can mitigate this percentage because it is huge.

Nancy Ryan said anyway we can help on that, just let us know.

Councilor Gandara said if you could speak to the food prescription that we had been talking about as an experiment for the sector and I am thinking that we are waiting for the larger facility to open so that we can start really pushing that. Can you talk a little bit about that because other entities across the nation are using that principle to help with better nutrition?

Lorenzo Alba said this is something that our intention fully on this is to partner with Roadrunner Food Bank on this program as well as some of the health insurance agencies. The idea behind this is really going to be for us to serve specific food boxes for diabetics, cancer patients, folks that have hypertension and heart conditions and those would be basically referrals or actually prescriptions sent out by a medical provider and then we would custom make these boxes that would really benefit them. I think more then not what is happening is that they are running into situations at the ER, hospitals where some of these folks are food insecure It is amazing the cost of medical bills when it comes to these things. So, some of the things that they lack are going to be the right nutrition and were able to pinpoint where the lack was and figure out some of the things we need to do. It has always been one of our strategies to open up a food pharmacy, which will still be all of our intention there. We are just not going to do it alone, we are going to do it with partners to really make this happen properly and be able to help out. It is our intention to do that.

Mayor Miyagishima asked do banks contribute to you, financial institutions?

Lorenzo Alba said yes, Bank of America, $30,000 a year.

3.2 SOURCE OF INCOME DISCRIMINATION ORDINANCE.

Natalie Green, Neighborhood and Housing Services Manager gave the overhead presentation.

Councilor Graham said I appreciate the slide early in the presentation where you point out how many times the Fair Housing Act has in fact evolved over time. The idea that this is a monumental change or something brand new that this housing act has never been touched, I appreciate the timeline for this and also I wanted to point out that as of last month 22 states, District of Columbia and at least way more than 100 municipalities have put ordinances like this in place or state laws at the state level. One of the things that you brought up and maybe the best slide would be the HQS, these inspections, they would be conducted by representatives of the city or Public Housing Authority?

Natalie Green said it depends on the issuing agency of the voucher. So, the Mesilla Valley Public Housing Authority is the largest voucher holder. If it is issued by them, it is done by either their staff or the third party that they use to do those. If it is a voucher

that is being issued through La Casa or Mesilla Valley Community of Hope then their staff would do the checklist and then for any grants that are awarded through the city that have vouchers we go out as a monitoring agency when we do our annual monitoring. Depending on the program we either use the HQS assessment or we have the UPCS. Our staff will use that checklist for the home programs.

Councilor Graham said one of the concerns was delays on inspections, but it sounds like that is not so much something on the city's side but on the partners side.

Natalie Green said the City of Albuquerque, they do have delay of inspections because they have their own Housing Authority that is imbedded within the City of Albuquerque. In our case our Housing Authority is their own quasi government organization, so we don't get any direct vouchers from the US Department of Housing and Urban Development. There are ways to mitigate, I know that Albuquerque put within their ordinance that if an HQS inspection does not occur within five days the landlord does not have to hold the unit. In our case it is not really applicable because it is just a tenancy, we are just asking that landlords not discriminate based on someone having a voucher. Staff did a general calling of different apartment complexes and looking in and asking folks if they take vouchers and it was sort of a mixed bag. Some of them said yes, some of them said no or just refused to answer any questions. It is a need within the city.

Councilor Graham said these are not luxury standards so these are things that I would hope any landlord would in good conscience would want to provide to any tenant regardless of source of income. You mentioned that Albuquerque and I am not sure if Bernalillo had it under their bullet points, the education program, the Runway Program to this. Can you talk a bit more about that, I am supportive of this program. I am supportive of an ordinance coming forward so I would like to know how would we plan to work with real estate, with property owners, with landlords to help them transition into this situation?

Natalie Green said this item did go to the Housing PRC and this was one of the discussions on whether we should include funding for education or some sort of landlord incentive. So, depending on the recommendations we hear from you today we would include those components as part of the overall adoption. Staff already does an excellent job of doing outreach on fair housing, in fact today shortly we have Fair Housing Awareness training with all new employees. Anytime landlords reach out, especially trying to do a lot more outreach in April depending on the workload. We have done fair housing trainings at private apartment complexes. We have done some for general members of the public. We do on an annual basis purchase the books which have housing discrimination. We make sure that these are readily available for any tenants that we do get calls from. We do have a dedicated phone line for housing issues 575-528-3022, we are able to answer questions and assess the needs of the caller. Many instances we do referrals to the US Department of Housing and Urban Development. There are some referrals that we would do to the State of New Mexico Human Rights Commission because not all of the city's protections are New Mexico protection are at the federal level. The federal level does not protect the gender identity and sexual orientation, but the State of New Mexico

does, or spousal affiliation, that is also specific to New Mexico. Because we are an entitlement city we are mandated by law as part of our signing of our HUD agreement every year to further affirm fair housing all across the city. We would not receive much of our funding if we didn't. We do have an analysis of impediments to fair housing choice and it has an action plan that staff works on ongoing and it gets done every five years.

Councilor Bencomo said I continue to believe we will need a dedicated funding source for what this will look like to include training for codes. I imagine that codes will be the vehicle for which enforcement is done, correct?

Natalie Green said at the advice of legal we made the enforcement piece really flexible. So, it allows enforcement to occur by the Administrating Department Director as assigned by the City Manager. When it was first adopted it was the Community Development Director or designees that could do the investigation and enforcement, but we would anticipate that this would be a joint effort between housing staff and code staff. Similar to Albuquerque and Bernalillo roll out really focused on first the complaints that they received from residents, and they have done some where they were researching ads from apartment ads and doing some education with landlords that says your ad cannot say, no vouchers or some of the other protective classes we do. On occasion we will see, no children allowed or females only, or overt discrimination. We make sure we are catching those and forwarding them to HUD or the other enforcement agencies.

Councilor Bencomo said I know that you asked for increased capacity as we are in the budget cycle. Did you have this in mind when you were asking for that additional capacity? Do you believe that this will create additional needs in your office?

Natalie Green said we had a number of needs that we explored, primarily around affordable housing development. We are filling a Housing Development Specialist position, it didn't make the Jobs of the Week this week but maybe it will next week. I know there is some additional ordinances around housing like nuisance abatement or uniform housing codes that maybe coming forward where this would eventually transition and live as part of that enforcement agency. We did check back with the City of Albuquerque, and they use their Civil Rights Office which is embedded within their Legal Department. That could make more since as the Legal Department builds their capacity but we will continue to explore those various options. I couldn't get with Bernalillo County. I am not sure where their ordinance currently lives within the enforcement.

Councilor Bencomo said I would hope that preferably in six months that you would come back with additional data on how this is going and I understand and I think that perhaps at that point we can make determinations on, maybe we do need to have a Landlord Mitigation Fund, that would be a really great thing to have and to partner with Mesilla Valley Community of Hope and the Housing Authority on. Additionally in terms of consequences for landlords who continue to break this policy and I know from now it is going to be really more compliance based right? At one point if this continues to happen what is the shift or consequence? Have you thought about that?

Natalie Green said off the top of my head I am going to say no. Enforcement has been a challenge. That is one of the reasons we reached out to Albuquerque and Bernalillo. They are having trouble with how that enforcement looks like. More so the capacity to investigate so we will have to wait and see how this rolls out and the needs will be across the various departments. Ultimately the enforcement is still capped at what the municipal code allows which I may have to have Jocelyn remind me but believe it is a $500 fee or up to 90 days in jail but I don't think our Municipal Court typically recommends jail but it would still be capped within what is allowed in Municipal Code.

Jocelyn Garrison, Acting City Attorney said in Section 13-7F it is listed as $500 or imposed imprisonment for not more than 90 days or both and also remember there are fines and penalties available under civil remedies, violation of State and Federal Laws. So, if somebody discriminated under a Federal Regulation.

Councilor Bencomo said I think for me it would be important to come back in six months. None of those things should deter us from moving forward with something like this. I think this policy is just a piece of the puzzle for tackling housing insecurity and this housing crisis so for me it doesn't deter me, but I would like to come back in six months and see how it is going and what the needs are especially for your office in terms of capacity and legal as well. Perhaps that is when we talk around codes and if codes is I am assuming they are going to be an important player in in this and if they need additional training as well. Why is no requirement for an AC, that sounds wild in the southwest?

Natalie Green said that is a good question. I would have to refer to our Building Official. I don't know if that is a building code or, typically where these laws start it is colder versus hotter.

Councilor Flores asked this is an ordinance which has criminal implications if it is not adhered to, correct?

Natalie Green said I will defer to legal.

Councilor Flores said an ordinance has severe consequences. My question is does this apply only to government funded housing or does it apply to anyone who might be seeking nonfederal funded housing? Is it in the ordinance?

Natalie Green said this would apply to all housing in the City of Las Cruces that is being sold or rented.

Councilor Flores asked is there anything in the Fair Housing Act for federal purposes that isn't encompassed or is it incorporated by reference in our ordinance?

Natalie Green said there are some exceptions, those are exceptions that are already outlined by the Federal Fair Housing Ordinance so if it is housing that if it is your only piece of property and you are the single owner and don't own other property and are

selling without the use of a broker or realtor you are able to set those requirements. If you are in some sort of duplex or quadplex and live in one of the units and own four units or less that is also an exception. If you are in what's called a housing for older person, a HOPA Community, something similar to Trails West or the Pueblos in Sonoma Ranch you can limit families with children. If it is a senior community, you would not rent to families with children but you could not discriminate on any of the other provisions. There is also some exceptions for religious organizations and membership organizations when they are operating in a noncommercial manner. So similar to the Elks Club, like their RV park, they limit it to their membership and so they can have that limitation, but they could not limit it based on their other protective classes. Those are some limited exceptions within this ordinance and within the federal ordinance.

Councilor Flores asked if someone in the community calls you and they are not a recipient of a federal subsidized housing, do you help them out or do you refer them?

Natalie Green said we would advise them within the bounds of our ability. If we determine that it is something that meets the standard of the Federal Fair Housing Ordinance we can assist with filling out the complaint forms, that is within the ordinance we would help them fill out their complaints to HUD. At that point HUD becomes the investigatory authority on the housing. There are some instances where we would defer those to the Human Rights Commission at the state level and that is just because both the state and federal government have what I would call the bigger stake. They could punish more than what we could typically do.

Councilor Flores said if there is a complaint, say I was trying to sell my house and there is no government subsidy, it is just my private home, I cannot personally prevent someone from applying or qualifying if they have the income. I can't deny leasing out that house to someone who's sole source of income is government subsidies?

Natalie Green said if it was your personal home and you own no other property and you weren't using a realtor or broker to rent that house then you could do as you wished.

Councilor Flores asked I can discriminate against you and say I am not going to rent to you because you are depending on social security or a Vietnam Veteran?

Natalie Green said as long you are not advertising, and you were again not using a realtor or a broker or some sort of website to rent and it is a private transaction then you can set your tenancy requirements. Even as a whole again the ordinance does not prohibit the people from having those tenancy requirements and setting things like criminal background or credit checks. You can have those tenancy requirements, you just to make sure they are neutral and apply to any applicant.

Councilor Flores asked when is this coming up for a vote?

Natalie Green said that was a different ordinance. It was not related to the Fair Housing Ordinance. It was an amendment to the nuisance ordinance to incorporate a uniformed housing code ordinance.

Councilor Flores asked when is that one coming up?

Natalie Green said I will have to get back to you. I believe that is still under review with the City Manager's Office and Legal and they are working on that.

Councilor Flores said we have been waiting for that. Our committee has been waiting for four or five years. Why is it taking so long? This didn't take that long.

Natalie Green said I will defer that to the City Manager on that.

Councilor Flores said we don't need to answer that right now Mr. Pili but I would like to bring that your attention and to the attention of the public.

Councilor Gandara asked the Risk Mitigation Fund, will you talk to us specifically about what those funds consist of, what they do and refresh my memory did we at the Housing PRC move in any of these directions to have as part of our ordinance?

Natalie Green said one of the things that we would be looking at guidance on today is whether on education or risk mitigation or incentive programs should be included in this as well as if you wanted the roll out of the effective date to be a bit further. The landlord incentive and Risk Mitigation Fund has been piloted pretty much across the nation but did start about a year ago. MFA and CYFD did a small pilot program in some communities and then now they are rolling this out statewide so we would look to models of some of their programing and Albuquerque is also rolling theirs out. So, it does either as part of the incentive side it would do either like a sign on bonus or cover, sometimes there is a delay as when someone signs up the for the voucher program and when they get their first rent from the voucher holder so it could cover some of those cost. We have also seen where maybe a unit is not up the HQS standard and maybe needs a small repair to be eligible and so that incentive program could fix the toilet or the sink or provide a new door or window that would make the unit qualify. The Risk Mitigation Fund is more like an insurance fund. If a landlord takes on a voucher holder and they cause some sort of substantial damage where they have to evict their tenant and repair their unit, they could apply to this Risk Mitigation Fund to cover a portion of those costs. HUD also piloted this as part of the increased vouchers that they awarded to the Housing Authority and so they have been rolling out similar pilots. I believe that there is plans within the ARPA Funding, one of the nonprofits received and allocation to do a similar program. We would like to see those roll out and then see them do their best practices before we roll out our own.

Councilor Gandara asked do you know across the nation if these are ones that we use? It feels like it's an either or and is that true? Or are we have both of them and be able to roll it out without feeling like we are taking away from either one of those programs and in the ordinance per se because I think this would be really helpful.

Natalie Green said staff would recommend that it would be a landlord incentive and Risk Mitigation Fund so we could explore and have both options. In the Risk Mitigation Funds we actually saw an underutilization. A lot of times it is a myth that voucher holders may be more destructive and so we actually saw a lot of where this was piloted in other states that they didn't need the Risk Mitigation Fund after the program launched so that would be our hope that we would utilize the incentive program first and then you would need less Risk Mitigation Funds.

Councilor Gandara said yes, I would like to see both of them with a really robust education component I think would be really helpful with this. You talked about looking at when this would come into effect?

Natalie Green said typically our ordinances after they are adopted take anywhere from two weeks to thirty days to go into effect. We can do a longer roll out to maybe we start it and let folks anticipate those changes coming. It will take a couple of weeks for us to get it into the ordinance cycle. We don't anticipate it coming back till either late May or early June and we would want an effective date and council could advise at that time if they want thirty days, ninety or immediately.

Christine Rivera, City Clerk said it is about two weeks. After the ordinance is adopted it is posted in the paper and it becomes effective five days after posting in the paper so it is about two weeks but if you wanted a different effective date, you could write that into the ordinance instead.

Councilor Gandara said I am asking because I think I want you all to be as a neighborhood program to be ready and all the various things that it is going to require. So, I am asking what is your recommendation Natalie and company? Is it ninety days? Do you think you will be ready to push this out?

Natalie Green said I will take that back to staff and we will probably want to meet with Codes to be sure that we will ready. We will come back with a recommendation at adoption time with that effective date.

Councilor Gandara asked have you heard from realtors or anybody related to this Work Session and what their concerns might be on this?

Natalie Green said we did reach out to the Las Cruces Realtors Association and the Las Cruces Home Builders Association for comment and we didn't get any direct comment from them on this particular issue.

Councilor Gandara asked what about our Housing Authority?

Natalie Green said we did reach out to them and they did provide some of the data and they were supportive of the action.

Councilor Abeyta said during the process and the information we got from the MRA it showed that my district has a high percentage of renters and as we have talked about

communications moving forward I think it would be very important to educate those types of communities to make sure that they are well aware of their rights and I was curious that during your conversations with Albuquerque the issues of subletting have been often too if there was any guidance to suggestions about that?

Natalie Green said we have not crossed that if that has been any issues of subletting.

Mayor Miyagishima said there is a landlord/tenant hotline in New Mexico. The phone number is 505-930-5666, that is in Santa Fe. It is a nonprofit and they help landlords and tenants both understand the state laws so when you have someone who feels that they have been wronged they will actually help direct them to maybe the various city to where they are at. Maybe get with Legal Aid to help them and represent them.

3.3 CITY BRANDING UPDATE.

Mandy Guss, Director of Communications gave the overhead presentation.

Dominic Aragon, Digital Media Coordinator continued the overhead presentation.

Mandy Guss continued the presentation.

Councilor Abeyta said I am curious as we are rolling things out how we are going to chat with our partners, like MVEDA that goes out and kind of markets with us because we want to make sure they have all that updated information if they going to be on that first end of individuals we will work with.

Mandy Guss said as we are working with each of the departments, we will be working with each of their partners. We will work through that process and I know with MVEDA we have been doing some advertising for the industrial park. That is one of the logos that we will also have to update because we did come up with an icon and we will have to change that to the city icon.

Councilor Abeyta said when we talk about branding and marketing, I think that it is really important as one of our roles as councilors is to kind of help market the city when we go out places. I want to be a champion for it because I love it here and so it is really great to have identifiable items, things that we can go out when I started to engage with other places, whether it is a pin that somebody gives you that has that logo on it. It is just easy to remember. I know that can be really important with identification. The last thing I will say and you probably already thought of is for Ziggy, he has a shell pattern and if the shell pattern was the logo that might be helpful.

Mandy Guss said actually the color for the Parks and Rec was taken from Ziggy's shell.

Councilor Abeyta said thank you so much for your work on that and also recognizing that some items are just not fiscally responsible to change at this point but acknowledging that history and heritage, which I think a lot of our community wants to

do but also recognizing that we need to move forward in some ways and just update which is never a bad thing.

Councilor Flores said following up on what Councilor Abeyta just said about finding a brand, so I have shared this before with the New Mexico True and with Ifo and a couple of other people that when I travel and I bought t-shirts and some I have received as a gift from Organ Mountain Outfitters and I wear them when I travel. I was in Belgrade in Serbia in a pharmacy and the pharmacist said oh, I have always wanted to go to New Mexico. The point though is that I would add to the logo and maybe the t-shirts is just a little Las Cruces, New Mexico. I think it is wonderful and I know that we worked really hard for the logo for the airport, and I thought it was so beautiful.

Councilor Bencomo said I know you said in the beginning the desire to have some consistency and how important that is. Given that there are all of these different departments have you started engaging with them already and what has been the feedback?

Mandy Guss said yes, we have started meeting with the departments as Councilor Flores mentioned the airport. We did speak with Andy and understanding the things that are important to them to hold on to and Andy specifically said that he wanted that thing that kept that aviation. We are working through some departments don't have their own logo, so it is not as much of a pull. Las Cruces Utilities, they are very well branded so looking at the places that they are and that is how we made the determination on the manhole covers and also the Las Cruces Utilities their current logo was adopted by their board and we realize one additional step is that we will have to take some new options to them as well.

Mayor Miyagishima said I can recall back in the 70's what the logo looked like. There was not quite as many flames for the sun burst but it was pretty consistent. I think what you are proposing is good.

Councilor Gandara said Mayor you brought up an interesting point last week about the logo and trademark and copywrite. I don't know if it was a concern of people pulling it without our permission those kinds of things. I just wanted to bring that up Mandy, is that something that you are thinking about, I am not sure if we found that out yet?

Mandy Guss said our current logo is trademarked. We will move forward with trademarking the new one. Part of requirement for trademarking is that you have to show that you have used it. So, in this transition year as we start to use it in different places we will be able to use it as examples to trademark it. I now the Mayor brought up last week, we had asked how people were using it and part of that was to get that community feedback and like the Mayor mentioned we don't want anyone using our logo freely. We want to have some control over what context it is used in but we would definitely be open to potentially licensing it if people wanted to make t-shirts or swag and we would work with legal to see what the best way to move forward

because again our goal is not just for this to be the logo of city government but it is the city's logo and it is something that will hopefully resonate with our community.

Councilor Gandara said I am thinking about city council's identity if you will and the work that was happening with Jamey Rickman and Karla and how we've established our newsletters and such so that is probably another way as a side for you to look into as an important as we pick colors and those things and we want to make sure that stands true to what you are trying to roll out in terms of consistency. I also thought that this would be a good time to talk about the consistency part on how we communicate with the public and I have often felt sort of disconnected from as council in terms of how we communicate with the public so maybe that is something for you as you are embarking in this large project that you keep in mind. That is an important aspect in how we communicate with our public and I would love to see a process by which we are just clear in terms of how we communicate with our public in a variety of ways.

Mandy Guss said we had ongoing conversations also with community engagement group, you mentioned Jamey and Karla and I know Catrina is doing it now. We met with Katrina just last week, I think we can do that to make that clear for you on how we can help communicate with the public using both of our offices effectively.

Mayor Miyagishima said I am not sure of how my colleagues feel regarding the licensing I wasn't looking for the city to necessarily capitalize or charge for that but more so to have someone fill out what they are going to use it for so that the city knows who is using it and have the authority to use it because that way we have control over it. If someone wants to use it to promote the city we will eventually get a little bit back from the gross receipts tax that they use. It is really just more of an opportunity to know who is using that and make sure that we have that on file because there could be someone who is a business that uses it without permission and then unfortunately maybe doing something that they should not be doing and that would allow us if we were to put an ordinance through to use that as a means of not only stopping them but fining them as well.

Councilor Abeyta said I had a thought about the license plates which is usually done by the state via a law change, I don't know if we are going to have to look into that as well.

Mandy Guss said Dominic already did that research so we will fix that as well.

4. ADJOURNMENT

4.1

Councilor Yvonne Flores moved, seconded by Councilor Tessa Abeyta, to Adjourned at 3:22 p.m.

RESULT:	**Carried**
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Tessa Abeyta

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

Mayor

City Clerk

MINUTES
City Council Meeting

1:00 PM - Monday, April 17, 2023
City Council Chambers, City Hall

The City Council of the City of Las Cruces was called to order on Monday, April 17, 2023, at 1:00 PM, in the City Council Chambers, City Hall, with the following members present:

PRESENT: Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

EXCUSED:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR BENCOMO.

1.2 PETS OF THE WEEK.

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

1.3 JOBS OF THE WEEK.

Irene Parra, Economic Development presented Jobs of the Week.

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

Councilor Bencomo presented Erin Wahl and the Branigan Friends of the Library with a proclamation for the National Library Week.

Councilor Bencomo presented Alana Bradley with a proclamation for Child Abuse Awareness Month.

Councilor Bencomo presented Diana Giever with a proclamation for Parkinson's Awareness Month.

Councilor Bencomo presented Debbie McAllen with a proclamation for Water Awareness Month.

Presentation by Debbie McAllen to the winner of the of the Conservation Poster Winners, Mia Clark came in first place, Alexander Cordero came in second place, and third place winner was Sonny Maciel.

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

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Dr. Earl Nissen, Member of the Public said today I am representing the Citizens Police Oversight Committee. It has been some time since we had mentioned that we had put together a proposed ordinance for the formation of a Citizens Police Oversight Board. Today I have distributed to you a copy of our proposal which certainly would be subject to change after discussing it with you. This draft is a result of reviewing many of the ordinances of oversight boards on the Nicole Listing. There is no standard format, and each ordinance is designed to fit that particular city. As I have been researching oversight boards that are affiliated with OIR I find that there are no two boards organized in the same way. Our request for a Work Session still remains. If granted, we would appreciate at least a three week heads up.

Brook Milligan, Member of the Public said later on the agenda today you have an item Council Bill 23-024 to bring forward for first read. I would like to reflect that the current public record on that item is uncomplete. One of the purposes of this period of time between the first read and the final action is to make sure that the public is actually aware of all of the information that is being considered by the council, that is currently not the case because the staff is unable to include all the information prior to now. I would like to request that this action be tabled until you have the public record fully corrected and complete.

Barbara McGuffey, Member of the Public said we came to hear the first reading of the Ordinance 3030 I believe it is and realized that all of our community input had not been put in, including a petition that was circulated to all of our neighbors in objection to this. The City Clerk explained to us that it had be distributed to all of the council members, but it is referenced in the agenda item by staff that it is included while we did not appeal this packet is to be included and it wasn't included. The solution that the City Clerk said it could be put in two weeks but that allows for you all to perhaps see it but you might overlook it as a separate email and we would like to request that it be tabled so that the public has ample time to review that and for the Public Participation in two weeks.

Christine Rivera, City Clerk said the document that they are referencing is an attachment which I distributed to all of you and can be attached at the adoption of the ordinance itself in two weeks. It is not an exhibit that you would be approving, it is an attachment as reference.

Councilor Abeyta said it was not a required documentation.

Councilor Flores asked does that mean it is incorporated by reference or is it just there for edification?

Christine Rivera said correct, it would just be a reference document because it was an attachment and not an exhibit.

Marcie McGlynn, Member of the Public said I am also here to talk about Ordinance item 3030. Ordinance item 3030 the PDF document that is currently posted on the City of Las Cruces website does make reference to the 12 page document that my neighbor Brook Milligan submitted directly to Vincent Banegas. Its absence in that PDF document, it does make that document incomplete for this meeting, for public and for public record for the City of Las Cruces. I would respectfully ask that this matter be tabled until further point where that record can be added sufficiently and that will allow all of the council to review that record along with all of the other records that have been submitted for consideration, it will also allow the public to review everything appropriately. We do understand that the additional attachment has been sent out to all council members, but it is not accurately represented as part of the Ordinance 3030 as referenced in this agenda and as referenced online. We consider that to be an incomplete package and we would respectfully ask for this to be tabled at this time.

Lori English, Member of the Public said we have a definite problem out on the East Mesa that may involve City, County, and State. It is a major traffic hazard. At 4:30 to 5 o'clock in the afternoon almost every weekday afternoon the traffic exiting Highway 70 east bound at Mesa Grande is often and I am talking like 25 times during those hours stopped on the highway. It is literally backed up and stopped parking lot on the highway. People cannot get exited on that ramp because it is a single lane exit that widens out to four lanes. Consequently, the traffic is stopped on a state highway and the cross traffic from Mesa Grande from the school so these kids can get out of the school and we have already had one fatality at that intersection because of this problem. Maybe this is something that the City Council might make a step forward. You guys may be the ones to save a life by saying this isn't working we need to reset the timing on those stop lights so that stop light isn't allowing 2-3 minutes of cross traffic from the school down to Mesa Grande to McDonalds or wherever they are going or to the highway. I sat there the other day literally with my back pushed up against my headrest hoping that the people behind me knew that there was traffic stopped and it was literally stopped six cars deep onto Highway 70. Somebody has to take the initiative, the city might be the ones to do it.

Linda Huff, Member of the Public said on April 3rd, my husband and I stood before the council discussing the nightmare we were living since Burn Lake city park had been invaded by illegal encampments. I would really like to express a big thank you to the Mayor for his attention and responses, the Las Cruces Police Officers that removed the illegal encampments out of the Burn Lake area and also Parks and Recreation personnel that authorized and removed the unsightly abandoned shelters. I would like to remind everyone that Las Cruces Municipal Code Chapter 20 Sections 20-28 clearly states that city parks shall be opened from 5 a.m. until 11 p.m. except for emergencies or permitted special events and park hours are posted differently from those operating under normal operating time. Individuals should not be allowed in the city park during closed times unless authorized by permit. This clearly indicates that camping is prohibited in the city parks. Within hours of the homeless moving to the Burn Lake area and setting up their illegal encampments the small cinderblock

building nearby was graffitied, trash started blowing into our and our neighbors' yards and we had the constant smell of campfire smoke. On April 4th the next day after we spoke to this Council the Las Cruces PD officers started showing up and informing the people that there were trespassing and needed to relocate. On Saturday April 8th we both went to El Paso for a previous commitment, we came straight back from our meeting because we were fearful of our house might have been broken into or burned while we were away. That very night the illegal encampment's trash pile caught fire and almost set several tents on fire. If the wind would have been blowing it could have threatened us. On April 10th, seven days after we spoke before this council there were only four illegal encampments left. On April 12th, nine days after we spoke the Las Cruces PD officers cleared the last four illegal encampments out. That same day Parks and Rec personnel removed the abandoned shelters that had been a magnet that drew the people to the area. Now we are able to breathe smoke free air and feel comfortable leaving our home when we need to. Again, we would like to thank the Mayor, Las Cruces PD, Parks and Rec for your prompt attention to enforcing city ordinance.

Fred Huff, Member of the Public said I would also like to express my deepest gratitude to the Mayor, Las Cruces Police Officers and Parks and Recreation personnel for enforcing city ordinances and ending an illegal encampment nightmare outside our bedroom window. What I would like to now discuss is why this invasion of illegal encampments occurred at Burn Lake in the first place. Yes, the abandoned shelters were the magnet that attracted these people but they also needed easy access. That access was provided by the unmaintained and opened fences that had been put in place to control access to the park. The cable fence at the west end of Brown Road was cut last November and could have been repaired in less than an hour anytime since then. In some places the fence has fallen over and is currently laying on the guide wire holding up the electric pole at the edge of Golden Corral parking lot. Several holes have been cut in the chain-link fence where it is still standing and one hole is big enough for vehicles to drive thru and this is where the guy in the Chevy Trail Blazer that I talked about two weeks ago was coming in until he discovered the opening at the west end of Brown Road. On the day that the Parks and Recreation crew were removing the abandoned shelters the Chevy guy came in and terrorized this crew for about an hour. He entered their work area and poured something on the ground and lit it on fire. He drove within a few feet of the crew as they sought shelter near their vehicles and then he spun out creating a massive dust cloud and then exited between two city vehicles. I have video and photo of all of this and they are posted on the internet and the link has been sent to the Mayor, City Manager, LCPD officers and Park and Recreation staff. If the fences had been maintained this would have never happened.

Rod Jajewski, Member of the Public said I am the Adjutant for Purple Heart in Las Cruces. I didn't give enough copies for all of the councilors because if you all were to come to this event which is the Candlelight Ceremony on May 29th, Memorial Day at Veteran's Memorial Park it would be classified as an illegal meeting since you would all be together. Those of you that would be interested my phone number is on the bottom, the Mayor has already consented as he always has. The Mayor sponsors this. Part of his budget which is to sponsor the event which is the candle lighting ceremony which honors the 204 New Mexicans who have fallen in combat from World

War I until the current conflicts that have existed. I would invite any of you that would be interested in coming and I have asked the Chief, I have already discussed it with him because as you know until we receive the parking lot extension Roadrunner becomes a very dangerous street. If you would not only attend, I have twenty spots remaining for candlelight sponsors. The candlelight sponsor doesn't cost anything it is just simply placing a candle on the wall when the name is read. We don't read dignitaries names.

Juan Garcia, Member of the Public said I was not planning to speak today until I went for coffee this morning with Rob at the Spirit Winds Coffee shop on Locust. I noticed a completely boarded up front door and two bullet riddled windows. I spoke to the manager, and she indicated that this is the third hit in about six months. The last happened this weekend about $6,000-$10,000 worth of damages. Another report and they too become a member of the forgotten victims. The class replacement business must be booming in Las Cruces due to the number of windows and doors being replaced in small businesses of victims of attacks. The council blames the courts, and the courts blame the legislature. The legislature could have acted this last season in session but instead the blame starts all over again and in the meantime the victims pile up. I would also like to clarify the allegation that we as an organization demand the council's resignation, that is not true. It is up to the voters to determine if they are happy with those running for election or reelection. The businesses are happy not knowing if their businesses will survive from one terror attack to the other with their vehicles disappearing, they can vote accordingly. It is evident based on this year's legislative session that toughing laws to detour criminals accountable is not a priority. The street name change was not the primary cause of anger by citizens in my opinion, it is comments like those by one of our councilors where she indicated that the idea of inconveniences is pretty appalling. What we are hearing is "the past will be cleansed, and history rewritten". We have a monolithic progressive council with a tremendous amount of power that is going to act in order to force social justice. In January I was a victim of a hit and run. Vehicle totaled and myself my lower back was injured. I did some public information request and there was an indication that there had been 936 hit and runs leaving the scene from June 1st , 2022 to 1st of April 2023. That is ten months, 93 per month or 3 per day.

James Urias, Member of the Public said what I came up here to talk about today is what a lot of people are not talking about and that is orthopography and that is a higher advanced way of seeing education. The education system that we have being the lowest educated state in the United States proves that we as a nation are not united. There should not be different levels of education in a united nation. When I look at the debt clock for the United States and I see what a lot of people are not seeing or even addressing and that is that the dollar has taken a complete dive. If we are going to rely on a currency, we need to know what currency to rely on when we are given no information. There are a lot of things going on in the world today that people are only getting impartial truths of because of opinions and not actual laws. If you open a Blacks Law Dictionary, it states the supreme law of the land is God's law and the constitution for we the people and we the people need more guidance than what we are being given. Because if everybody is busy fighting amongst themselves over what they think is right then everybody is going to lose. It is just not me, it is our nation. My kids, you all's kids because nobody can come together and focus on the

current things. Feelings are going to get hurt but the truth will always prevail and it will always come through in black and white on a screen because I see PC, I see the power of letters and numbers and sequences and patterns. I have been shown things that I still question to this day because I never trust anything until I see it for myself. Thank you all so much for getting us here but where are we going to go in the future.

Nellie Soriano, Member of the Public said I am standing before you today to acknowledge the incredible work that the women on this council are doing for the City of Las Cruces. As a former woman in office myself from the city of Anthony, New Mexico I felt your pain and I have seen it happen unfortunately way too many times. Your dedication, hard work, and commitment to this community have not gone unnoticed. You have brought a unique perspective and valuable experience to the table and your contributions have helped make this city a better place for all of us. However, it is disheartening to see even in this century men are still allowing disrespect and division to perceive why freedom of speech is important. We must remember that we are adults and must use better language and a higher level of respect. Complaining without taking action is pathetic. We must respect each other and work together to create a better community for ourselves. We need to put an end to this behavior and come together and volunteer and make differences in our community. There are many organizations and groups that need our help and we should take advantage of this opportunity to create a better New Mexico in general. In closing I want to reiterate my gratitude to the women on this council for the great job you all are doing for the City of Las Cruces and our neighbor city of Anthony. Let us all work together to make Las Cruces and our surrounding areas a better place to live, work and raise our families.

Giselle Nans, Member of the Public said I am here to express my unwavering support for all you ladies and everyone in City Council. Especially the women who were subjected last time with derogatory comments and remarks. Once again, I would like to address some individuals in the audience which I noticed specifically using tactics to intimidate the council members. Your behavior reflects your character. As a mother of strong young men and someone who has family members who served in the military for over 8 generations, I was deeply saddened by the disgusting behavior here and many other online platforms. It is important to remember that our future leaders are watching us. Possibly some could be our daughters or granddaughters who in our future could be in office. Whether we like it or not as our democracy dictates, we will have to respect it as our constitution dictates it. It is imperative that we show them the respect they deserve, or have we forgotten how we came into this world. Some of the individuals in the audience were retired soldiers with empty gun holsters. While they may argue that this is a freedom of speech and act in such a manner and use terms as we the people own you and we pay you to do your job, etcetera, etcetera. They forgot if they are real soldiers their own oath to the country. This is why I stand here today and ask everyone today to use that negative energy and turn that into a positive towards volunteering and making a positive impact on our community instead of spreading hate and division. We have many issues facing our community such as homelessness, lately ranking 50th in education, we have immigration issues near the border, lacking parenting.

Conrad Ofknauf, Member of the Public said I want to thank the city for recognizing the hazards of the Elks Road Motor Speedway. Last week I witnessed two of the city's employees, one uniformed, installing a speed indicator and display on the northbound lane of Elks Road. I applaud that action and I would ask that you consider installing a similar unit for the southbound lane which is equally or more hazardous. Secondly, recognizing the deteriorating traffic situations in Las Cruces and the fact that certain intersections have been redesignated or modified I would ask that you maintain and improve the signage for those intersections that include single lane turning versus double laned turning and enforce that protocol.

4. ACCEPTANCE OF AGENDA

Councilor Yvonne Flores moved, seconded by Councilor Johana Bencomo, to accept the agenda as presented.

RESULT:	**Carried**
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Johana Bencomo
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

5. CITY COUNCIL MINUTES

5.1 REGULAR CITY COUNCIL MEETING OF MARCH 20, 2023.

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

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

7.1 RESOLUTION NO. 23-114: A RESOLUTION AUTHORIZING AN AMENDMENT TO THE FY2023 BUDGET FOR THE STATE-SHARED GROSS RECEIPTS TAX IMPROVEMENT REVENUE BONDS, SERIES 2023 (SSGRT BONDS, SERIES 2023).

Jacqueline Rubalcalva, Budget and Grants Administrator gave the overhead presentation.

Councilor Tessa Abeyta moved, seconded by Councilor Becki Graham, to Approve Resolution No. 23-114.

RESULT:	**Carried**
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Becki Graham
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

7.2 RESOLUTION NO. 23-115: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT THIRD-QUARTER BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2022-23 BUDGET, THE

FY2023 CAPITAL IMPROVEMENT PLAN (CIP), AND THE FY2023 VEHICLE ACQUISITION FUND (VAF) REPLACEMENT LIST.

Rocio Gamboa, Senior Budget Analyst, gave the overhead presentation.

Cynthia Campo, CIP Analyst continued the overhead presentation.

Councilor Flores asked on page 8, can you please explain the $1?

Cynthia Campo said I believe it is a rounding issue. We just need to adjust it by the $1 so that we can expense everything correctly.

Councilor Flores asked on the LRU runways 826 and 1230, the blast there is zero allocation so why is it there?

Cynthia Campo said I am adding it as a future project. The grant has been submitted and FAA will be funding it.

Councilor Flores said yes, FAA will be funding it, but you have no idea the amount? So, if you don't have the amount yet, why would this be presented to us?

Cynthia Campo said typically I would have brought it in with the grant acceptance, but I ended up adding it as a new project. I do know the amount is somewhere around $130,000 somewhere around there.

Andy Hume, Airport Director said in this particular case FAA funds grants a little backward from a lot of other agencies. Typically, agencies give you the money first and you have to fit a project into it. In this case we have identified a project need and we go through the project and build the scope and go through the bidding process and then when we are done, we let the FAA know how much the project costs. Then they issue the grant award. In this case we are making sure the project is in the CIP and ready to accept the money once we get that grant. So, we are going through the process right now doing the scope and the design and we are hopefully going out to bid here very soon. This is just the place holder until we get the grant issued from FAA.

Councilor Flores asked somehow that just makes things flow better when the money comes in?

Andy Hume said yes when the grant comes in there will be a budget adjustment and we will present that to you all for acceptance and then we will go build the project.

Councilor Flores asked we can accept the zero now because we have nothing to gain and nothing to lose, it is like a place holder?

Andy Hume said that is correct.

Councilor Flores asked on page 10, these amounts here for all these improvement projects, those are the amounts that have been allocated and will be spent on the project specified?

Cynthia Campo said yes.

Councilor Flores asked how soon do you think these projects will be completed?

Cynthia Campo said I believe they need to be started as soon as possible. Is there one in particular?

Councilor Flores said all of them. Roof Replacement Program but I don't know which roofs we are talking about. Meerscheidt Recreation Center, the remodeling, that is something we have been kicking around for some time now. They are all bond projects I see and then Complete Streets but we don't have any details as to for example the Roof Replacement Program and the Complete Streets. Which part of the city? Where are these going to be implemented?

Cynthia Campo said the roof replacement is for Muni Court, Meerscheidt, and the Railroad Museum. For Complete Streets it is a buckets project that we have created and if Sirjana would like to answer that question further.

Srijana Basnyat, Innovations and Stategy Manager said the Complete Streets bucket includes University Avenue, Idaho, El Paseo, some of the major corridors that are priorities per city council, part are policy and our adopted plans. If you recall during the CIP retreat, we talked about transformative projects. We talked about incremental changes and so this would be the bucket to fund those major transformative projects. As far as start time and completion we would be dictated by the SSGRT bond cycle, I believe it is three years. The start for specific projects, say the roof replacement program or either of those recreation projects will be up to the project management department and the project schedule. We don't actually have that right now.

Councilor Flores asked why don't we have start dates? You say you have to wait for department heads? You say there is completion dates, and it has to be done within the three years but it doesn't say anything about when it has to be started from the time the allocation becomes available. This is my sixth year on city council, and we have had all these wonderful things and we are wondering when is it going to happen? How is it going to happen and my fear is that if we don't start these projects and these allocations have been made when we make future requests for CIP.

Ifo Pili, City Manager said I would have to get back to you on specific timelines because they are all different projects. If you would like me to answer that now or before the end of the meeting?

Councilor Flores said I didn't want to put anyone on the spot. They are just questions that I have and I think some of the questions that I have also might be the questions our constituents, our residents have in terms of completion. This is a lot of money.

Ifo Pili said one thing to clarify this is that we are bringing forth budget amendments as well as CIP and a lot of times they are done separate just with the city and we have done it together because they are connected. So, we have specific budget amendments that we bring forward that are real projects that need adjustments within this fiscal year. When we have the CIP attached some of these are actually bringing new projects to your attention. For example, we have Complete Streets, so we have new pots that we are forming in our CIP that haven't been there before so to be honest some of them don't have timelines right now. Some of them don't even have projects but we do have a pot now where now that it is on there, we can plan for it. we can go out for grants. We can create timelines so that when we do our budgeting, we can have these in front of mind. I would have to go through specifically on all of these because some do fit that category where they are just pots. It is a brand new pot that we are putting into our projects but there are identified projects there but there are new and that is what is being presented but there are some where we do have projects with a timeline.

Councilor Flores asked when you say dates and times that will come from the respective department heads?

Ifo Pili said I would have to go through each one of these because even within the pots, that is just not one project. For example, Complete Streets, we are in the process of planning for that and in the process of identifying projects that will fit the criteria that we are putting in place for our CIP. Not much of an answer here but just explaining why, it is a good question and explaining why it may be a little confusing as to why as we present it this way because we are combining it with a budget amendment, maybe we will reconsider how we propose that in the future.

Councilor Flores said I think it would be very helpful in terms of how we are progressing.

Councilor Bencomo asked on page six, in terms of the fleet service and the change and solid waste can you remind me if that is something that we discussed before?

Rocio Gamboa said I am not sure if it has been discussed here in council but it was something that happened in the budgetary process in FY23 that we were going to bring in the Fleet Services of Solid Waste but things changed, and they ended up staying in Utilities so we had to amend the budget.

Councilor Bencomo asked for Utilities what happened with the change?

Domonique Rodriguez, Deputy Director for Business Services with Utilities said this we did take out of the budget we actually brought it back at first period to move it back into our budget. This is going very well. Staff is utilizing the fleet services. I think the turnaround time for vehicles is a couple of days unless it is a larger that we contract out but we have utilized the new funding and they are getting everything situated for it and it is successful.

Councilor Gandara asked on the replacement of wrecked patrol vehicles, what year are they? How many miles? Do we fix them and then sell them?

Rocio Gamboa said I am not sure, I don't know the details of the vehicles, I just know that two vehicle were not our fault so there is going to be an insurance claim reimbursement check in the future but for now to replace them we are giving them $150,000 to buy two new ones.

Councilor Gandara asked what would be the reimbursement for the insurance?

Miguel Dominguez, Police Chief said the vehicles were crashed. One was at Alameda and Picacho. The officer was rearended, leaving the vehicle totaled. Another officer was pulling out of Chick-fil-a off of Lohman was t-boned and that vehicle was totaled as well. They are both 2016 vehicles. They will eventually be auctioned. I am not sure how much we will be getting from but the replacement cost for each is $75,000.

Councilor Gandara asked $75,000 for each of those?

Chief Miguel Dominguez said yes, for each.

Councilor Gandara asked slide eight, Del Rey Boulevard the traffic signal improvement, will that help with the congestion that Ms. English spoke earlier about related to the congestion and the backup of vehicles?

Tony Trevino, Deputy Director of Public Works said no, this is a different intersection. This is part of a MAP Grant that we got from NMDOT to improve that intersection. However, I am currently talking with Soogyu our Traffic Manager to research our latest TIA for that interchange on Mesa Grande that the lady referred to so we are looking into that right now.

Councilor Gandara said the roof replacement on slide ten, you made mention of those but I was wondering we have been waiting for the WIA Building roof to be replaced and I knew we had some money aside and that hasn't quite happened. Obviously, it is not on the list so I am just putting it out there that we need to jockey into position to make sure that replacement happens because we promised a lot of people that it is going to happen.

David Sedillo, Public Works Director said to answer your question, a purchase order has been issued for that work.

Councilor Gandara said related to the Complete Streets portion, I know we are talking about buckets, level 1, 2, and 3 but it would be helpful in the future to have what those are in the streets and sort of why we picked them. Just a little more detail would be helpful to me.

Councilor Becki Graham moved, seconded by Councilor Tessa Abeyta, to Approve Resolution No. 23-115.

RESULT:	**Carried**
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Tessa Abeyta
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8. BOARD APPOINTMENTS

8.1 COUNCILOR FLORES APPOINTED CONNOR MURRAY TO THE PLANNING AND ZONING COMMISSION.

8.2 COUNCILOR ABEYTA REAPPOINTED MONA CHAVIRA-BEDALE TO THE SENIOR PROGRAMS ADVISORY BOARD.

9. NOTICE OF PROPOSED ORDINANCE(S)

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

9.1 COUNCIL BILL NO. 23-024; ORDINANCE NO. 3030: AN ORDINANCE APPROVING A ZONE CHANGE FROM A-2 (RURAL AGRICULTURAL DISTRICT) TO C-3C (COMMERCIAL HIGH INTENSITY-CONDITIONAL) FOR PROPERTY LOCATED AT 4003 TELLBROOK ROAD. SUBMITTED BY RAYLYN AND LEZLIE WILCOX, PROPERTY OWNERS.

Was not brought forward.

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10.1 MAYOR MIYAGISHIMA

I was at the University for the AACSB accreditation. New Mexico State is one of only five or six percent of the Business Colleges that are accredited at that level and so we were there to meet with some of the evaluators and just share the relationship with the university and the city, as well as some of the things that they asked.

10.2 COUNCILOR GANDARA

We cancelled our Public Safety Select Committee Meeting given the visit for Secretary Buttigieg that was a great visit. He is phenomenal and had some great things to say about infrastructure and transportation.

The Health Policy Review Committee, we are rocking and rolling in there and I appreciate Councilor Flores and Councilor Corran. We had a presentation by Joe Provencio for the Occupational Health Survey that we have been working on for some time. I am appreciative the work that has been done to bring it forward. Thank you, Mr. Pili, for really embracing this. I think it is important and I want to say that if it hasn't been distributed to staff it is going to be and I am very excited about hearing what the next steps are going to be. There are some incentives to fill out the survey. As you know we brought in Erica Surova to have conversation from New Mexico State University and I wanted to see if that could continue. She helped put together the

survey but I was interested in the analysis component and it not being left on the shoulders of staff to do as an extra burden. I hope and request recommendation is to ask that Erica Surova to continue with that project.

Next, I just wanted to get an update on ARPA Funding and where we are at? I think it is important and I have been being asked for some of that. If you could help us with that Mr. Pili that would be great.

Earlier in the month I made mention of my deep concern about the detention facility and the removal of books and the lack of quality care or expeditious care for our detainees and I wanted to get a report on that as well.

I wanted to share I got a very concerning phone call last night from my father, my mom has been diagnosed with dementia. No sibling, daughter or child wants to hear that her mother has left at midnight and concerned about trying to get her back home and it was a really scare time to be two hours away and trying to help facilitate the location of my mom and trying to persuade her to be back home was really difficult for all of us. I know that I am not the only one that has these sorts of issues in homes. In fact, I think because of our aging population we are going to experience more of those silver alerts. I have asked over time to have a presentation from Senior Services specific to what we are doing to prepare for our aging population, how we are interfacing and intervening when we have situations like this. I really want to have a more systematic way that we look at that and understanding what Senior Services is looking at forecasting and what they might need to be making sure that we are taking care of our seniors.

I was happy to do the ribbon cutting of the mural at our visitor's center. I want to encourage everybody to go and visit. It really depicts Las Cruces and the name of it is Con Amor.

10.3 COUNCILOR FLORES

I was at the unveiling of the mural and the artist is from Las Cruces. The beauty of it is that I believe there was a national call and there were 65 respondents and it was absolutely wonderful. Most art that is public comes from through our City Art Board but that did not. That was specifically funded by another source, but the City Art Board is in the process of retaining an artist, Diego Medina and his family is native to the Klein Park area where the Tiwa and the other indigenous origin lived forever. There was a robust discussion about the funding. We had people from the Arts Council District there who I think they believed that the money was coming out or being paid to the artist for his work and materials was coming from the ACD but it is not. It is coming from Parks and Rec I believe. I will be talking to Mr. Pili about the ACD money that did come through some years ago. CIP money I think in 2018, Mayor Pro Tem knows about that money and apparently the members of the Arts Council District were at a loss as to what happened to that money and I don't understand. I just wanted to share that in terms of the input our community has and it is actually quite wonderful.

As far as the Animal Services Center of the Mesilla Valley we had a budget that had to be revisited and we actually met on Good Friday and all the board members showed up and there had to be some adjustments right away.

As far as the Economic Development PRC we meet regularly. Things are always presented. The newest community member is Julia Brown who is actually with the State Economic Development Office which is wonderful.

Lastly what is certainly really on the forefront of my mind is to call for a Special Meeting. I looked at the section that Councilor Abeyta referred to when she and Councilor Bencomo became councilors, I met with them and told them that the City Charter was going to be our bible so to speak. It will be the reference for anything and everything that we do and so far as the legality of meetings. According to that charter, four of us can call for a Special Meeting and hereby at this time would like to know if there are three other members on this City Council that would call for it. According to our Public Comments this is permissible. I have not spoken to any other councilor about this except Mayor Pro Tem Gandara. I have not violated the OMA and this is the only place I can say it so at this point I would like to ask the City Clerk as to how to proceed from here. I have also spoken to Mr. Pili about this. How would we determine if we have four councilors that would want to have the Police Oversight Work Session?

Christine Rivera, City Clerk said you could all comment during your Public Comments today so that we can get consensus, or you can discuss it with the City Manager and he will get with me to schedule that meeting.

Mayor Miyagishima said if I may I had mentioned to Dr. Nissen, I see that they got me this information. This I think is going to be good to give to the City Attorney. I think there is some questions in here that need to be addressed before. As I mentioned to Dr Nissen just get me that information because they were talking about a quasi-hybrid model. I still haven't seen that. I wanted to at least take a look at that and then present it to our Public Safety Board and then move forward. We are just looking for procedure. I don't think it is fair to jump around and go directly, yes there is residents that want to go directly to a Work Session.

Councilor Flores said I am asking for a Special Meeting and it is within the province of our charter to call for a Special Meeting. The questions that you posed to Mr. Nissen a couple of weeks ago about how much it would cost and if there was a budget for it. Those questions are definitely important. For purposes of bringing it to the public I believe it is utterly important to not go to the bureau of the bureau and it just becomes like a dog chasing its tail. In terms of respect for the many residents in our city who are part of this, we have the NAACP as one organization, I don't know if they have taken a position but the League of Woman Voters is very interested in this. I am not proposing anything other than a Special Meeting not necessarily a Work Session and yes I agree with you it would be good to know how much this would actually cost. It is just a question of having that feeling Mr. Mayor that we are open to hearing from concerned residents to shed light on certain behaviors that I think we can all learn from and that is all. I don't know when it would be called. I don't know if it would be in lieu of scheduled Work Session. I do know that if four people agree to a Special Meeting that Special Meeting will be held and for those who do not agree to it they have to be given certain amount of hours, I think 72 notice of the meeting.

10.4 COUNCILOR CORRAN

I would also ask for a Work Session as I did last week as well. I would ask that the Work Session include both the option of Police Oversight and other local organizations that are working and requesting police reform related activities. I believe that we can muster a group of folks who would be able to present professionally and take our local situation into context including the folks who have been working on it as Councilor Flores mentioned.

TSI PRC I want to give a special thanks to El Paso Electric and Jenny Gonzales in the Sustainability Office who presented on a whole bunch of really cool potential ways for us to get rebates from El Paso Electric, the Federal Government, the State Government although that seems more complicated. I know the Sustainability Office is working on a really cool thing to help show everyone where they fit into that scheme and which rebates they are eligible for. In addition they are also working on a policy that will make sure that when we do things, when we purchase things through the city and it is really interesting when I took a tour of the Animal Services Center the Director showed me a refrigerator that he had just purchased because they needed on for their breakroom and then we saw this really interesting incentive conversation and I thought how cool that our Sustainability Office is going to connect the city to make sure that when we purchase things that we can maximize the benefits from all of the federal energy efficiency pots of money from the state and El Paso Electric. They also let us know there is a recycling program for refrigerators in particular that gives money back.

We also met with the MPO, I just wanted to mention this. We met last week to do an initial, not final ranking of projects to go to the New Mexico Department of Transportation. The City of Las Cruces submitted one project to that which is planning for the area that Srijana mentioned a little bit earlier in the Idaho, El Paseo, Main area planning for pedestrian friendly facilities in that area. We as a board ranked which includes county and other elected from our region, ranked first the Mesilla Lateral a very tiny project related to a bike trail there first and our city project second. I believe it is high on the priority and I really have hopeful that we can keep that ranked high in its request to the Department of Transportation and that we plan that out and find some opportunities to make it more pedestrian friendly.

The other things that are happening the Health PRC, I also want to echo it is exciting to hear the Occupational Employee Health Survey. I know that you all have invested and city management has invested a lot and the employees of the City of Las Cruces in particular increasing wages, hopefully creating better benefit situations. I am hopeful that this in particular that the survey can open up a new path of building a healthier working place and making sure people are able to achieve work/life balance and the things that go into it. I look forward to the results.

Transit Advisory Board, we will meet on Thursday afternoon. There is one really important thing happening right now, it’s the Connect NM Study, which is looking at local transit opportunities. It done by the State Department of Transit and it looks at ways to prioritize funding and planning processes within the transit structure of New

Mexico. That does trickle down to our local Roadrunner Transit. Anyone can access this at the connectnmstudy.com and give input as to how they use local transit and what they would like to see in their local transit.

10.5 COUNCILOR BENCOMO

I would also like to see a Work Session on police accountability and oversight and use of force policies. Make it a little bit broader than just this one particular ordinance. Something I often teach people about our form of government and we have a council manager form of government meaning that our mayor is a another vote on the council. There is certain privileges that the Mayor gets to have, one of the is set the agenda unless four of us on the council desire to have something on the agenda and then it must go on the agenda. I appreciate your commitment to procedure, I just have to say that there is procedure in our charter that states that, if four members of this council wants something on the agenda that you have to put it on the agenda. Two weeks ago, four people on this dais said that they wanted that. I think it is somewhat disingenuous to say it should go the Public Safety Committee when I fear that you want it to go the Public Safety Committee because there your position would be in the majority and right here it is in the minority. I think it is important that you listen to the four people on this council that are saying we want to see a Work Session on this and not try to fight us on whether it should go to a PRC or not when that in fact written in stone.

I did want to thank several people because I had a very successful district meeting last week, two weeks ago and I think Sydney counted about 45 people came. We had great presentations and I just want to thank Parks. I want to thank Economic Development Chris and Elizabeth, Barbara, Ceci, Fire Chief Smith, Public Works Director David, Officers Roach and Klimeck for coming and supporting District 4 meeting and answering questions for constituents. I especially want to thank Catrina and Sydney for helping me organize, get turn out and all the presentations there. A huge shout out to MacArthur Elementary, I had been wanting to have a community meeting there since I got elected.

I also want to address the Burn Lake situation and just want to be very transparent and honest and say that I had nothing to do with that decision. You do not need to thank me because in fact you are not going to like this, but I would have handled that completely different. I am going to say this know that the Conservatives in Action are going to take what I say out of context and hear what they want to hear but I really believe that folks like Mr. Huff and Mrs. Huff and all the folks who live along Burn Lake, people have a right to be frustrated. People have a right to be upset and to be fearful, people fear things all the time especially things you don’t know. When someone comes here and says all those things to us the city our job is not to be reactive, our job is. It is not to take sides between housed residents and unhoused residents. All of us are deserving of safety, including people who are unhoused believe it or not. I believe that it is a false choice to say that the safety of one group must come at the expense of another group. Our job as a city is to find short term solutions, long term solutions that work for everybody. Forcefully evacuating people out of a public park that is not a solution. I think we could have done three things. We could have worked with Community of Hope to continue to do outreach to that

encampment. We could have worked with Fire and PD to bring fire safety to that group of people and say look there is danger to what you are doing, and we want to provide you resources and things that you need through Community of Hope. We could have consistently brought in Mano y Mano to make sure that the area was clean. We could have talked with city management and Community of Hope about the fencing and security concerns. There is a clear safety concern lets address it, but we just kicked the solution down to another neighborhood. This group of folks was at EBID. EBID said kick them out, so they got kicked out. They were at another park, they got moved from that park. I just very clearly want to say that I was not part of that decision and that is not how I would have handled it would I have been consulted.

Lastly, I will just say that the meeting with Senator Heinrich last week with our Housing Committee went really well. We had members of the Housing Builder's Association which I thought that was great that we engage in conversations about solutions and I am excited to work with Senator Heinrich's staff to bring more congressionally directed spending to filling gaps regarding this housing clearly housing crisis that we are experiencing and we just have to work together to find solutions.

10.6 COUNCILOR GRAHAM

If this wasn't settled from a couple of weeks ago, I am willing to call out for the Work Session being proposed based on the ordinance and all of the discussions. What I want to leave that session understanding very clearly is how the proposed oversight board is functioning with the current Public Safety Oversight and with the city's contract with OIR and the oversight and responsibilities that group has and so that is the primary question that I have. What gaps does this oversight board feel it would be filling in the larger constellation of oversight and accountability that we are already considering.

10.7 COUNCILOR ABEYTA

A few updates with our Utilities Board, we met last week. We talked about the CIP approval within the department. There have been a few changed within personnel and we will be having two board vacancies in July. There have been some request for individuals that wish to continue but just to let the public know that if they wish to sit on the Utilities Board that there will be those two vacancies coming up.

This upcoming week we will have an Oversight Committee meeting. We will be looking at litigation, hotline complaints, audit plan update and a final draft of complaint 192. We will also have a meeting on Wednesday for the Juvenile Justice Continuum and with MVEDA.

I want to say thank you as well, I had a District 2 meeting two weeks ago. Thank you to Catrina, David Sedillo, Barbara, Robert Nunez, Lieutenant Joy Wiitala and our new Community Resource Officer Tillian Demouche who talked about budget which was really helpful for our community to get them to start engaging as well. One of the items that came up from a community meeting that I had two meetings back was a neighborhood watch group within our Tony Gomez/Farney area, right next to the high school. They are very strong and they have meeting on Saturday which I attended as well. It was the lightest meeting that I had ever been to, and they had about 32 people

so they are quite active. I gave a little bit of a similar update like I did in the district meeting to this group. One item that they have looked to and requested they were very interested in Project Light and how that might help in their community.

I have two quick asks. One of them would be on a Work Session of just getting a Legislative recap from Larry just to see how everything panned out. Obviously, we had some really big ones this year and to talk about the funding and strategies moving forward. The second I have met with a couple of business owners now that have experienced issues with crime and break ins and from the different conversations one item that has seemed to pop up that would be a resource that they feel would be helpful would be helpful and I agree with and we can also give proactively as well and it has been an idea to have a one pager and if we already have it then that is great but a one pager that we can give to businesses with a list of service numbers to call and kind of a process. If something happens these are your steps, these are what you can do and these are your resources and that is something that we can give out to agencies. So, after a few of my meetings this seems like an item we could give and just make sure that businesses know what the resources are, what the process is because some of these entities aren't really familiar with the system.

Councilor Gandara said I too would like to have a Work Session on the Police Oversight.

11. CITY MANAGER REPORT

11.1 IFO PILI

I just want to respond to Councilor Abeyta, May 8th is when we scheduled that Legislative recap with Larry.

From Visit Las Cruces, Mira Las Cruces is going to be Saturday, April 29th. The event is from 2-10 p.m. on Saturday on April 29th at the Plaza de Las Cruces. Travel writers and influencers will be attending the event and visiting Las Cruces.

Just an update on ARPA, it has gone through legal already for signatures and as they signed they will be executed. As a reminder it does not need to come back to council so right after they are signed we are moving forward.

Councilor Gandara asked when is the update? When could we hear where they are at because they will do quarterly reports, correct?

Ifo Pili said I think we will get with staff to plan that when we come back. We just wanted to get the contracts through so we can start having them move forward.

Barbara De Leon, Chief Administrative Officer said I just want to remind everybody that we do have an ARPA open gov report on the website that updates daily with budget and expenditures. So, when those contracts are complete as Ifo said they are going to be going to staff. Once they are in our system, they will be live on the website so that they can be tracked for each individual organization that has funds allocated to

it. We will have a little summary of what the funds are to be spent on and like I said we will see a numerical tally for their spending but we can also schedule the quarterly updates as well once those contracts are executed.

12. ADJOURNMENT

12.1

Councilor Tessa Abeyta moved, seconded by Councilor Yvonne Flores, to Adjourned at 3:21 p.m.

RESULT:	**Carried**
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Yvonne Flores
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

Mayor

City Clerk

23-123

City of Las Cruces

City Council Action and Executive Summary

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

District:	☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:		**Adopted:**	May 15, 2023
Drafter:	Ray Burchfield	**Department:**	City Manager's Office
Program:	HOUSING & NEIGHBORHOOD SERVICES	**Line of Business:**	Housing & Neighborhood Services

Title: **A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE MESILLA VALLEY PUBLIC HOUSING AUTHORITY (MVPHA) FOR THE OAK STREET APARTMENTS IMPROVEMENT PROJECT.**

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

PURPOSE(S) OF ACTION:

Approve CDBG Agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) has received program funds from the United States government under Title I of the Housing and Community Development Act of 1974 which created the Community Development Block Grant (CDBG) Program. The CDBG Program provides the City the opportunity to administer a federally funded program in accordance with the goals of the City's 2021-2025 Consolidated Plans which address low-income areas and residents' community development needs.

On May 4, 2020, City Council approved Resolution No. 20-153, thereby adopting the Program Year 2020 Action Plan. The 2020 Action Plan outlines how the City's CDBG funds will be spent. The 2020 Action Plan allocated $300,000 in Action Plan 2020 funding to Mesilla Valley Public Housing Authority (MVPHA) for this project. The MVPHA has been awarded $305,853 in American Rescue Plan Act (ARPA) funds through the City.

MVPHA owns and operates the 22-unit complex in Las Cruces, New Mexico. The Mesilla Valley Community of Hope, a local non-profit social services agency, partners with the MVPHA on this project and provides on-site case management, free transportation, and nutrition support services. The complex is currently occupied and the majority of the tenants are Veterans Assistance Supportive Housing (VASH) recipients. The resident selection criteria will include a preference for active duty or retired US Military Veterans. This project will provide funding to improve accessibility

In order to comply with CDBG regulations a CDBG agreement and a Land Use Restriction Agreement between the City and MVPHA, as shown in Exhibit "A," is required to be executed.

SUPPORT INFORMATION:

Exhibit A - CDBG Agreement MVPHA Oak Street Rehab FINAL EDITS SIGNED BY CA

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:
$300,000.00	$300,000.00	$300,000.00

Funding Source(s):

Community Development (FUND 2000) 20453020-721080-12016

Overall Budget Impact:

Funding is budgeted for FY2023

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 approve the CDBG grant agreement between the City and MVPHA.
2. Vote "No"; this will not approve the Resolution and will not approve the CDBG grant agreement.
3. Vote to "Amend"; this would modify the Resolution based on City Council's direction and then vote "Yes" on the amended Resolution.
4. Vote to "Table"; this would delay the Resolution and would require further direction from City Council.

REFERENCE INFORMATION:

Resolution No. 20-153

RESOLUTION 23-123

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE MESILLA VALLEY PUBLIC HOUSING AUTHORITY (MVPHA) FOR THE OAK STREET APARTMENTS IMPROVEMENT PROJECT.

WHEREAS, the City of Las Cruces (City) has CDBG program funds from the U.S. Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, which created the Community Development Block (CDBG) Program; and

WHEREAS, the CDBG Program provides the City the opportunity to administer these federal funds in accordance with the City's adopted Consolidated Plan to address community development needs in low-income area or for low-income residents; and

WHEREAS, on May 4, 2020, the Las Cruces City Council approved Resolution No. 20-153, adopting the 2020 Action Plan, which outlined how CDBG funds will be expended; and

WHEREAS, the 2020 Action Plan allocated $300,000.00 in CDBG funds to MVPHA for the Oak Street Apartments Improvement project; and

WHEREAS, in order to comply with CDBG regulations, a CDBG grant agreement between the City and MVPHA is required to be executed.

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

(I)

THAT the CDBG grant agreement between the City of Las Cruces and the Mesilla Valley Public Housing Authority, as shown in Exhibit "A," attached hereto and made a part of this Resolution, is hereby approved.

(II)

THAT the Assistant City Manager as the official representative of the City, in accordance with Resolution 21-147, is hereby authorized to execute the CDBG Grant Agreement with MVPHA on the City's behalf.

(III)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

Exhibit A

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE MESILLA VALLEY PUBLIC HOUSING AUTHORITY (MVPHA) FOR THE OAK STREET APARTMENTS IMPROVEMENT PROJECT

THIS AGREEMENT is entered into this ____ day of May, 2023, between the City of Las Cruces, a New Mexico municipal corporation with a principal mailing address of P.O. Box 20000, Las Cruces, New Mexico 88004 (hereinafter called the "City") and Mesilla Valley Public Housing Authority (MVPHA), a non-profit agency, whose mailing address 926 S. San Pedro St., Las Cruces, New Mexico 88001 (hereinafter called the "Sub-recipient"), under CDBG Grant Number **B-20-MC-35-0002**.

WHEREAS, the City has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, Title 24 of the Code of Federal Regulations (CFR) and Catalogue of Federal Domestic Assistance No. 14.218; Munis Project #20435020-721080-12016; IDIS Activity # 1308.

WHEREAS, the City will have performed all the steps necessary to obtain U.S. Department of Housing and Urban Development (HUD) approval of the City's 2016-2020 Consolidated Plan, including the 2020 Action Plan, approved by City Council Resolution R-20-153 which includes funding for this project in the amount of **$300,000.00** for FY 2022-2023; and

WHEREAS, the City wishes to engage the Sub-recipient to assist the City in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. National Objectives

The Sub-recipient certifies that the activities it carries out with funds provided under this Agreement will meet the CDBG Program's National Objective (check one):

____ In accordance with 24 CFR 570.208 (a) (1) of benefiting all census blocks with the highest proportion of low and moderate persons, specifically census tract: block group(s) of ___ (i.e. Area Benefit); or

_X___ In accordance with 24 CFR Part 570.208 (a) (2) (i) (A), of benefiting clientele who are generally presumed to be principally low and low-moderate income persons in specific presumed groups, singularly or in combination of categories approved by the City and qualifying under this Section. Presumed benefit group to be served: Homeless persons (i.e. Presumed Benefit); or low-income veterans;

____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (B) of benefiting low/moderate income persons by requiring information on family size and income so that at least 51 percent of the clientele are low- and moderate-income families, but only low and moderate income families will be qualified for the CDBG funds (i.e. Low/Mod Limited Client, Income Verification Required); or

____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (C) have income eligibility requirements which limit the activity exclusively to low- and moderate-income persons, (i.e. Low-Mod Income Clientele, Income Verification Required, Exclusive Activity): or
____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (D) be of such nature and be in such location that it may be concluded that there is presumed benefit and the activity's clientele will primarily be low and moderate income persons. The nature and location of the activity must be officially documented by the City in advance of services (i.e. nature and location).

___ In accordance with 24 CFR Part 570.208 (a) (3) Housing activities: An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households.

B. Activities

The Sub-recipient will benefit from the Oak St Rehabilitation Project and agrees to complete the project in a manner satisfactory to the Grantee and consistent with any standards that comply with HUD regulations and City/State requirements required as a condition of providing these funds. The CDBG program is regulated by 24 CFR part 570, and the Sub-recipient hereby agrees to complete the approved project activity in compliance with these regulations.

The program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Description:

The program includes: the rehabilitation of the Oak Street Apartments at 3350 Oak Street, in the City of Las Cruces. This project will Improve site accessibility by repairing and/or replacing concrete walkways and stairs and resurfacing the parking lot. The exterior of the building/s will get new paint/stucco. New exterior lighting to improve site security and new flooring in the kitchens, new cabinets and remodeled bathrooms, and other eligible improvements as identified during the project. The scope of activity includes contract procurement, construction, and management oversight, completion, and all reporting requirements. The renovated spaces (hereinafter known as the "premises"), are intended to be used by the Sub-recipient in a manner that complies with HUD CDBG Regulations at Sections 570.201(c), and any other Grantee requirements specified herein.

The total project cost is estimated to be at least $600,000. The CDBG Grant will cover 50% or a total of $300,000 and American Rescue Plan Act funds in the amount of $305,853 will provide the 50% match that is required per the 2016-2020 and 2021-2025 City of Las Cruces Consolidated Plans.

2. Program Type: Public Facility Improvements
Program Title: Oak St Apartments Improvements

3. Program Management: The program will be managed by the MVPHA management team. This will include procurement and all construction management and management of funds.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Sub-recipient acknowledges that funds will be disbursed for eligible expenses in conjunction with the project and agrees to provide the following level of program services during PY 2022.

Activity

MVPHA operates a program called the Oak St Apartments which provides 20 1-bedroom and 2 efficiency apartments for low-income persons, primarily Veterans through the VASH program.

D. Staffing

The program grant will be managed by the Executive Staff of the Subrecipient. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The City will monitor the performance of the Sub-recipient against goals and performance standards required herein. The Sub-recipient is expected to complete the project within eighteen months from the date of the execution of the agreement. Substandard performance as determined by the Grantee, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures may be initiated.

II. TIME OF PERFORMANCE

A. Term of the Agreement

This Agreement shall start on the Effective date of this Agreement which is the date of the last person to sign or May 15, 2023, or the date on which the United States Department of Housing and Urban Development releases funds to the City for Grant B-20-MC-35-0002, whichever is later. The period of performance will continue for Eighteen (18) months after the Effective date of the Agreement.

B. Eligible Payment Period

All eligible expenses and purchases approved by this Agreement and incurred during the grant period beginning from the effective date of this agreement and 18 months thereafter are eligible for payment. The term of this Agreement and the provisions herein shall not be extended unless deemed necessary by the grantee. Such an extension, for a maximum or 12 months, may be granted by the City's Assistant City Manager or his designee, provided that such an extension is for cause beyond the Sub-recipient's control, and in accordance with the

same terms and conditions of the original agreement. All other extensions or changes in scope, performance, or approved responsibility to this Agreement shall be by the City's governing body and the Sub-recipient in writing.

III. BUDGET

Sub-recipient is required to expend funds in a timely manner. Sub-recipient should expend 100% of the funds within 18 months of the Agreement Start date. Funds that are not expended by the end of the term of the Agreement will be held by the City and will not be available to the Sub-recipient.

Payments will be made for the line items listed below:

EXPENDITURE CLASSIFICATION	DESCRIPTION OF ITEM	APPROVED BUDGET
PY2020 CDBG	Oak Street Apartments Improvements, includes construction, engineering, procurement.	$300,000.00
	TOTAL	**$300,000.00**

A detailed description of each line item above may be requested of the Sub-recipient as a condition of contract execution and will be included as Attachment F.
Detailed description requested: _____ Yes __X__ No

If necessary, up to 25% of the total funding of the grant may be moved within already approved line item categories during the course of the grant. All changes to approved budget lines will require written requests for change, to be submitted on the provided Budget Line Item Revision Request by the Sub-recipient. Any budget changes must be limited to comply with the administrative scope of the program/project as defined by Part I, Scope of Service of this Agreement and the line items listed in this section. Adjustments between the individual line items above may be approved by the Housing and Neighborhood Services Manager or his designee. All other adjustments or amendments in excess of 25% or any change to the scope must be approved by the Las Cruces City Council and the Sub-recipient in writing, excluding the adjustments between budget line items.

Indirect costs cannot be charged to this Agreement.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$300,000.00**. The payment of eligible expenses shall be made for only the line item budgets specified in Section III herein and in accordance with the scope of service. Payments are contingent upon adherence to all administrative requirements as specified in Section VII of this Agreement.

The Grantee shall disburse grant proceeds for approved budget items only after the Grantee has approved the Sub-recipient's project plans, reviewed and approved of both procurement and contracting award procedures, and ascertained that all the necessary and proper permits have been obtained by the Sub-recipient at each phase prior to the beginning of construction. Other documents may be needed during construction specified in writing by the Grantee to the Sub-recipient, including all phases of the competitive bid process (see Attachment "A," Section II). Disbursement of funds will be to the Sub-recipient for reimbursement of payment of approved invoices submitted and verified by the Sub-recipient in accordance with applicable CDBG regulations, including Davis-Bacon and Related Acts. Notwithstanding anything in this Agreement, the Grantee also reserves the right to request and approve documentation supporting any requests for disbursement to verify reasonableness and validity of such costs and the Sub-recipient's budget may be modified by the Grantee accordingly. Funds expected to be spent during the last 30 days of the grant will be presented for payment consideration to the Grantee within 60 days of the end of the grant period. Any funds that are not expended by the end of the 60-day period after the end of the grant will be held by the Grantee and not be available to the Sub-recipient, unless an Agreement extension is approved in accordance with Section II, (B).

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

CITY	SUB-RECIPIENT
Raymond Burchfield, Neighborhood Programs Specialist City Manager's Office City of Las Cruces P.O. Box 20000 Las Cruces, NM 88004 Phone: (575) 528-3094 E-mail: rburchfield@las-cruces.org	Juan Olvera, Executive Director Mesilla Valley Public Housing Authority 926 S. San Pedro St., Las Cruces, NM 88001 Phone: (575) 528-2007 E-mail: jolvera@mvpha.org

VI. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an "independent contractor."

C. Hold Harmless

The Sub-recipient agrees to defend, indemnify and save harmless the City and its officers, agents and employees from any and all suits, actions and claims of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from negligence of the Sub-recipient under this Agreement; however, this hold harmless clause shall not extend to liability, claims, damages, losses or expenses, including attorney fees arising out of:

1. The preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specification by the City, or its agents or employees; or

2. The giving of or failure to give directions or instructions by the City, or its agents or employees, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

In the event the City, or its officers, agents or employees actively participate in such negligence, (a) the Sub-recipient is relieved of its obligation to defend the City, and (b) the Sub-recipient's obligation to indemnify and save harmless is limited to the amount representing the Sub-recipient's comparative share of negligence as between the Sub-recipient and the City.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

All Sub-recipients located within or providing services within a City of Las Cruces-owned facility are required to include the City as an additional insured with the same coverage as the Sub-recipient on the Sub-recipient's liability insurance policies.

The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D, Post Federal Award Requirements, Procurement Standards.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support, provided herein, in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend the budget, or the scope of work of this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body except as provided in Section III. Such amendments shall not invalidate nor relieve or release the City or Sub-recipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only be a written amendment signed by both City and Sub-recipient.

H. Suspension or Termination

The City may terminate this Agreement at any time for convenience on behalf of the City by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience in accordance with 2 CFR 200.339, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Sub-recipient under this Agreement shall become the property of the City, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with 2 CFR 200, Subpart D, Remedies for Noncompliance, the City may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Sub-recipient ineligible for any further participation in the City's Agreements, in addition to other remedies as provided by law. In the event there is reasonable cause to believe the Sub-recipient is in noncompliance with any applicable rules or regulations, the City may withhold said Agreement's funds in such amount that the City may determine as appropriate. Such suspension will last until such time as the Sub-recipient is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Sub-recipient agrees to comply with 2 CFR Part 200, Subpart D, Financial Program Management, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred. The Sub-recipient shall administer its program in conformance with 2 CFR part 200.

B. Applicable Laws

The Sub-recipient shall comply with all applicable federal, state and local laws, rules, and regulations dealing with property rehabilitation and quality standards whether they are presently or subsequently promulgated. The Sub-recipient agrees to comply with any and all CDBG regulations, as amended from time to time whether set forth herein or not and agrees to execute or amend documents as necessary to be in compliance forthwith. The Sub-recipient shall also comply with all other applicable federal, state or local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the City's Municipal, Building and Zoning Codes and the New Mexico State Environmental Requirements for rehabilitation of offices and community services spaces.

C. Documentation and Record-Keeping

1. Records to be Maintained

As applicable, the Sub-recipient shall maintain all records required by Federal regulations, State law, local ordinances and City requirements that are pertinent to the activities to be funded under this Agreement, including 24 CFR Part 570 and 2 CFR Part 200. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken and demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
b. Records necessary to determine the eligibility of activities;
c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973;
d. Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200, Subpart , Financial and Program Management;
e. Other records necessary to document compliance with 24 CFR 570 Subpart K;
f. Records of the ethnicity, race, gender and disability status of all eligible clients;
g. For those Sub-recipients not covered by 24 CFR part 570.208 (a) (2) (i) (A) or (D), disclosure of family income, individual income, annual income and as adjusted income.

2. Required Documents for Regular City Submissions:

REPORTS and/or DOCUMENTATION	SUBMITTED TO CITY	RETAINED N CLIENT FILES
Client Verification (Intake) Forms		
Verification of Las Cruces residency		
Monthly Expenditure Report	X	
Client List		
Monthly Summary Progress Report	X	
Monthly Request for Payment w/back-up documentation	X	
Final (Annual) Report	X	

3. Retention and Inspection of Records

a. The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

b. The Sub-recipient agrees to include in first-tier subcontracts under this agreement, a clause substantially the same as paragraph (a) above, "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.00

The periods of access and examination in paragraphs (A) and (B) above for records relating to appeals, litigation or settlement of claims arising from the performance of the contract to which the City, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigations, claims, or exceptions.

4. Close-Outs

The Sub-recipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, submission of Final Report, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

5. Audits and Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

One copy of the Sub-recipient's reporting package shall be submitted to the City 30 days after receipt of an auditor's report or 9 months after the end of the audit period, whichever occurs first. The reporting package shall include:

1. Financial statement,
2. Schedule of prior year audit findings,
3. Auditor's report, and
4. Corrective action plan that addresses each audit finding.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Sub-recipient audits, and 2 CFR 200 subpart F (Audit Requirements for Federal Awards), as applicable.

D. Reporting and Payment Procedures

1. Program Income

In accordance with 24 CFR 570.504, no program income is anticipated by this Agreement by the Sub-recipient. If such program income is collected/awarded, said program income shall be paid to the City.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The City will make all payments under this program directly to the contracted vendors consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the project, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance funds and program income balances available (if any) in Sub-recipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Sub-recipient.

4. Monthly Reports

The Sub-recipient shall submit regular Progress Reports by the 15th of each month even if there is no monthly billing. For reports with no payment requested, an indication shall be made in writing "no billing for this month."

E. Procurement

1. Compliance

The City shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. Standards

The City shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 Subpart D, Procurement Standards (200.213 – 200.326) and shall subsequently follow 2 CFR part 200 Subpart D, Property Standards (200.310 – 200.316), Property Management Standards, as modified by 24 CFR 570.502 (b) (6) covering utilization and disposal of property.

3. Travel (*Check one)*

The Sub-recipient shall obtain written approval from the City for any travel outside the State of New Mexico, excepting El Paso County, Texas, with funds provided under this agreement.

__X__ Travel is NOT included as part of this Agreement.

F. Use and Reversion of Assets

Upon expiration of this Agreement, the Sub-recipient shall transfer to the Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. The Grantee and Sub-recipient and Grantee hereby acknowledge that the real property under the Sub-recipient's control that has been acquired or improved in whole or in part with CDBG funds meets the national objective criteria at §570.208 (2), Limited Clientele Activities.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964, as amend; Title VIII of the Civil Rights Act of 1968, as amended; Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the

Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. Non-discrimination/EEO-AA Statement

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable. Attachment "C" Certification is required of all Sub-recipients as part of the entire Agreement.

3. Land Covenants/ Land Use Restriction Agreement

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate. See Attachment "A" of this agreement and made a part hereof.

4. Drug-Free Workplace

The Sub-recipient shall maintain a drug-free workplace and so place signs in appropriate places indicating such to clients, staff, and applicants. See Attachment "B" of this agreement and made a part hereof.

5. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

6. Americans with Disabilities Act.

a. Contracts to Conduct Programming

The Sub-recipient shall ensure that all programs, services and activities are accessible to and useable by persons with disabilities in accordance with the Americans with Disabilities Act, including but not limited to, equal opportunity to participate and benefit, equally effective communication for persons with speech, hearing or cognitive disabilities, integrated seating and the provision of reasonable modifications and/or accommodations and to

maintain, and provide to the City upon request, a record of all such requests received, granted and/or denied and the reason for any denials.

b. Operational Duties and Responsibilities

The Sub-recipient shall post one or more signs containing facility hours, rules, warning signs and emergency telephone numbers, anti-drug policy, EEO, New Mexico Workforce and Fair Housing Posters as appropriate. The Sub-recipient shall make such postings available in alternate formats upon request. The Sub-recipient shall adhere to the City of Las Cruces Communication Policy when publicizing events, activities, programs or services.

c. Bid Specifications for Products, Design and/or Construction

The Sub-recipient shall insure all proposed products, services, or activities contained as a part of this Agreement comply with the requirements of the Americans with Disabilities Act and ADAAG requirements, ANSI Accessibility Guidelines and NMBC Accessibility Requirements (when applicable) to ensure accessibility to persons with disabilities.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees to be committed to and carry out the City's specifications pursuant to an Affirmative Action Program (AAP) in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. Each Sub-recipient must have an Affirmative Action Plan/Program filed with the City within 30 calendar days of the signing of this Agreement or certify that there is an AAP on file with the City from another activity undertaken by the Sub-recipient within the last five (5) years. State the activity:

If the Sub-recipient does not have an AAP, it must develop one. The Sub-recipient shall develop and submit a plan for approval within 60 calendar days of the signing of the Agreement.

2. Women/Minority Business Enterprises

The Sub-recipient will use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, a "minority group members" are African--Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own Sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous, easily accessible places available to employees and applicants for employment.

5. Sub-contract Provisions

If the Sub-recipient decides to sub-contract part of the scope of work in this Agreement, it must get prior written authorization from the City. The Sub-recipient also must include the provisions of Attachment "C" (Equal Employment Opportunity/Affirmative Action Clause) of this agreement made a part hereof, in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

Additionally, the Sub-recipient will include the Section 3 Clause, in any sub-contract and will take appropriate action pursuant to the sub-contract upon a finding that the sub-contractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not sub-contract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any sub-contract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

The Sub-recipient shall furnish and cause each of its own sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

1. Approvals

The Sub-recipient shall not enter into any sub-contracts with any agency or individual in the performance of this Agreement without the written consent of the City, prior to the execution of such agreement.

2. Monitoring

The Sub-recipient will monitor any sub-contracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of

follow-up actions taken to correct areas of non-compliance. These reports will be submitted to the City within 45 calendar days of completed correction of the non-compliance matter.

3. Content

The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any sub-contract executed in the performance of this Agreement.

4. Selection Process

The Sub-recipient shall undertake to insure that any sub-contracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all sub-contracts shall be forwarded to the City along with documentation concerning the selection process.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

a. The Sub-recipient shall comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. 201, et. Seq.) and it's implementing labor regulations at 29 CFR Part 5. The Sub-recipient shall also comply with the Contract and Work Hours and Safety Standards Act (40 U.S.C. Section 327-332), Fair Labor Standards Act (29 U.S.C. 201, et seq.) and other Federal laws and regulations pertaining to labor standards and HUD Handbook 1344.2, as applicable.

b. The Sub-recipient shall ensure that the Federal Labor Standards Provision, HUD form 4010, is included in the Bid Documents.

c. During the duration of construction, the Sub-recipient will conduct at least 2 employee interviews monthly and include them with each request for payment to the Grantee.

d. The Sub-recipient is responsible for the collection of the Certified Payrolls from the Prime Contractor. If there are any Sub-Contractors, it is the responsibility of the Prime Contractor to collect all Certified Payrolls and to deliver them to the Sub-recipient, who will then deliver them to the Grantee. These payrolls are due no later than 1 week after an employee is paid for a given pay period.

e. When the Sub-recipient receives a pay request from the Prime Contractor, and before payment is made, the Sub-recipient must deliver a copy of the request to the Grantee, as well as all currently due Certified Payrolls. At that time, the Grantee, after certifying that the Contractors are in compliance with the Davis Bacon Act, will fax to the Sub-recipient a completed Davis Bacon Compliance Certification form. At this time payment can be made to the Prime Contractor. This process is necessary to ensure contractor compliance with the Davis Bacon Act.

2. "Section 3" Clause

The Sub-recipient hereby agrees to comply with "Section 3," regulations set forth in 24 CFR 75. The Sub-recipient further agrees to comply with the "Section 3" requirements and to include the language of Attachment "E", in all sub-contracts executed under the Agreement. The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements. Sub-recipient shall sign all attachments to this agreement as a condition of receiving this grant.

3. Copeland "Anti-Kickback" Act:

As applicable, the Sub-recipient shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

2. Subcontracts

a. Approvals:

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring:

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content:

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process:

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

4. Debarment and Suspension

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

5. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United State Code.

6. Lobbying

The Sub-recipient hereby certifies that federally appropriated funds have not been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence any award action. Attachment "D" Certification is required of the Sub-recipients as part of the entire Agreement.

7. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 570.611 including the acknowledgement of the Conflict of Interest Statement in Attachment "E" made a part of this Agreement.

8. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

9. Religious Organizations

The Sub-recipient agrees that all funds and/or programs under this Agreement, which includes faith-based organizations, are subject to the requirements specified in 24 CFR Part 570.200 (j), as amended.

10. Federal Changes

The Sub-recipient shall at all times comply with all applicable HUD regulations, policies, procedures and directives, including without limitation those listed directly or by reference by the Master Agreement between the City and HUD, as they may be amended or promulgated from time to time during the term of the agreement. Sub-recipient's failure to so comply shall constitute a material breach of this contract.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

1) Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

X. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to

exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

XII. GOVERNANCE AND SEVERABILITY

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

B. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

C. All attachments are part of this Agreement have the same weight and importance as the initial Sections I through VIII.

D. All certifications in Attachments "A" through "E" shall be signed by the Sub-recipient as part of this Agreement.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto do mutually execute the Agreement as of the date first written:

Mesilla Valley Public Housing Authority

_____
Signature

Juan Olvera_____
Printed Name

Executive Director_____
Title

_____
Date

CITY OF LAS CRUCES

_____
Ikani Taumoepeau, Assistant City Manager

APPROVED AS TO FORM:

4/26/23
Date

City Attorney

REQUIRED CERTIFICATIONS FOR EXECUTION AS PART OF THIS AGREEMENT:

1. Attachment A. Land Use Restrictions Agreement

2. Attachment B. Drug-Free Workplace.

3. Attachment C. EEO/AA Clause.

4. Attachment D. Certification Regarding Lobbying

4. Attachment E. Required City and Federal Clauses and Certifications:

Protest Procedures
Conflicts of Interest
Breaches and Dispute Resolution/ Rights and Remedies
Contracting with Small and Minority Firms, Women's
Business Enterprise and Labor Surplus Area Firms
Bidder's Certification of Energy Conservation, Air Quality and Clean Water Compliance
Retention and Inspection of Records
No Government Obligation to Third Parties
False or Fraudulent Statements of Claims
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
Instructions for Certification
Privacy Act
Termination
State and Local Law Disclaimer
Civil Rights Requirements
Age Discrimination Act
Copeland "Anti-Kickback"
Davis-Bacon Act
Contract Work Hours and Safety Standards Act

ATTACHMENT "A"

COMMUNITY DEVELOPMENT BLOCK GRANT AND AMERICAN RESCUE PLAN ACT FUNDING
LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEEMENT, dated as of _May___, 2023, is by and between the Mesilla Valley Public Housing Authority (MVPHA), (the Owner), and the City of Las Cruces, a New Mexico municipal corporation.

WITNESSETH:

WHEREAS, the Owner acquired the property for use as Low-Income Housing. The property identified as the Oak Street Apartments is located on lands in the City of Las Cruces, County of Dona Ana, State of New Mexico, more particularly described in Exhibit A hereto; and

WHEREAS, MVPHA applied for and has been awarded City of Las Cruces for Community Development Block Grant (CDBG) funds from Program Year 2020 in the amount of $300,000 and also applied for and has been awarded by the City of Las Cruces $305,853 in American Rescue Plan Act (ARPA) funding for the Oak Street Apartments Improvement project and has made certain representations to the City about the Project Property, as to the nature of the Project, including the number of Low-Income clients to be served and what the Property shall be used for during the time period of the grant, beginning May_____, 2023 upon which the City of Las Cruces relied in considering the Application and committing funds to the project; and

WHEREAS, the CDBG regulations at 24 CFR 570.505, Use of Real Property, require that standards of the use of the property apply from the date CDBG funds are first spent for the property, and;

WHEREAS, the regulations at 2 CFR 200.311, Use of Real Property, require that standards of the use of the property apply from the date ARPA funds are first spent for the property, and;

WHEREAS, the Owner, under this Agreement, intends, declares and covenants in perpetuity the use and occupancy of the Property shall be and are covenants running with the Project land shall be binding upon current owner and all subsequent owners of the Property for such term until there is a change of use granted following the processes outlined below and the City of Las Cruces has filed a Release of this Agreement with the Office of the County Clerk of Dona Ana County.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Owner and the City of Las Cruces agree as follows:

Representations, Covenants and Warranties of the Owner

(a) The Owner may not change the use or planned use of any such property including beneficiaries of such use from that for which the acquisition or improvement was made unless the Owner provides through, and in coordination with the City Manager's Office, affected citizens with reasonable notice of, and opportunity to comment on, and proposed change, and either:
    1. The new use of such property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government; or
    2. The requirements in paragraph (b) of this section are met.

(b) If it is determined, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the City's CBDG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of , and improvements to, the property.

(c) If the change in use occurs after closeout, the provisions governing income from the

disposition of the real property in §570.504 (b)(4) or (5), as applicable, shall apply to the use of the funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of the section, the property no longer will be subject to any CDBG requirements.

Miscellaneous

(a) All notices to be given pursuant to the Agreement shall be in writing and shall be deemed Given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

To the City of Las Cruces: City of Las Cruces
City Manager's Office
700 N Main St.
Las Cruces, NM 88001

To the Owner: Mesilla Valley Public Housing Authority
Juan Olvera, Executive Director
926 S. San Pedro Street
Las Cruces, NM 88001

The City and the Owner may, by notice given hereunder, designate any further or different, addresses to which subsequent notices, certificates or other communications shall be sent.

(b) The Agreement shall be governed by the laws of the State of New Mexico and, where applicable, the laws of the United State of America.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective duly authorized representatives, as the day and year first written above.

MESILLA VALLEY PUBLIC HOUSING AUTHORITY

By:_____

Its: Executive Director

State of New Mexico)
City of Las Cruces) ss.
County of Dona Ana)

This instrument acknowledged before me this _____day of _____, 2023 by Juan Olvera___ of _Mesilla Valley Public Housing Authority___ its Executive Director_____.

_____ (SEAL)
Notary Public

My commission Expires:_____

CITY OF LAS CRUCES

By:_____ _____
Date

Its: Assistant City Manager

State of New Mexico)
City of Las Cruces) ss.
County of Dona Ana)

Corporate Acknowledgment

This instrument acknowledged before me this _____day of _____, 2023 by _____Assistant City Manager of the City of Las Cruces, A New Mexico municipal corporation, on behalf of the municipal corporation.

_____ (SEAL)
Notary Public

My Commission Expires:_____

APPROVED AS TO FORM:

_____
City Attorney

ATTACHMENT "B"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification set out below is a material representation upon which reliance is placed by the City of Las Cruces and the U.S. Department of Housing and Urban Development (HUD) in awarding this Grant. If it is later determined that the Sub-recipient knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the City Manager' and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. The Sub-recipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. The Sub-recipient certifies that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient'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 Sub-recipient'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 be engaged in the performance of the grant is 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 would:

      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 no later than five (5) calendar days after such conviction.

   E. Notify the City's City Manager's Office and/or HUD in writing within ten (10) 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 numbers(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 Sub-recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the Grant funds (including street address, city, county, state, zip code and total estimated number of employees). The Sub-recipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the Agreement, it shall notify the City Manager's Office and/or HUD immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Sub-recipient: Mesilla Valley Public Housing Authority

Program Name: Oak St Apartments

Date: _____

The Sub-recipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the Grant covered by the certification:

Place of Performance includes street address, city, county, state, zip code for each site:

Check _____ if there are work places on file that are not identified here.

By: _____ Date: _____

ATTACHMENT "C"

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

In carrying out this Agreement, the Sub-recipient and its contractors and subcontractors, if any, shall not discriminate against any employee or applicant for employment because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or status with regard to public assistance. The Sub-recipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices shall include, but not be limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Sub-recipient shall state in all solicitations or advertisement for employees placed by or on behalf of the Sub-recipient that it is an Equal Opportunity or Affirmative Action employer.

By: _____ Date: _____

ATTACHMENT "D"

CERTIFICATION OF

RESTRICTIONS ON LOBBYING

31 U.S.C. 1352; 49 CFR Part 19; & 49 CFR Part 20

I, _____, hereby certify on behalf of _ Mesilla Valley Public Housing Authority, 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 Federal 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 Federal 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- "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 sub awards at all tiers (including subgrants, loans, and cooperative agreement) which exceed $100,000, and that all such Sub-recipients 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.C. As required by 49 CFR part 20, "New Restrictions on Lobbying," I will disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on my behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 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.

Executed this _____ day of _____, of 2023.

Company Name: __Mesilla Valley Public Housing Authority _____

Title of Person Authorized to Sign this Form: _Executive Director_____

Signature: _____

ATTACHMENT "E"

PROTEST PROCEDURES

Protests concerning this proposal can be filed as per Las Cruces Municipal Code Section 24-286 and 24CFR85.36 (b) (12) (i) (ii). A protestor must exhaust all administrative remedies with the City before pursuing protest with a Federal agency. Reviews of protests by the Federal agency will be limited to:

1. Violations of the City's protest procedures for failure to review a complaint or protests.
2. Violations of Federal law or regulations and the standards of 2 CFR 200

Protests received by a Federal agency other than those specified above will be referred to the City.

Company Name's: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date:_____

Signature:_____

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CONFLICTS OF INTEREST

Based in part on federal regulations 2 CFR 200 and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,
(ii) Any member of his or her immediate family,
(iii) His or her partner, or
(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

(a) The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Proposers, or parties to sub-agreements. Grantees and subgrantee's may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents or by Proposers or their agents.

(b) The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. Neither the Owner nor any of its proposers or their sub proposers shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect.

1. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

Company Name: _Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date:_____

Signature:_____

BREACHES AND DISPUTE RESOLUTION

Applicability to Contracts - All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down - The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

(1) The Prime Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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BIDDER'S CERTIFICATION OF ENERGY CONSERVATION AIR QUALITY AND CLEAN WATER COMPLIANCE

Company/Organization Name: Mesilla Valley Public Housing Authority

The third party Contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above named Contractor will:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq.
2. Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Act, as amended, 33 U.S.C., 1251 et seq.
3. Comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
4. Report any violation of these requirements by a sub recipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to HUD and the appropriate United States EPA Regional Office.
5. Agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with assistance provided by HUD.

Company Name: Mesilla Valley Public Housing Authority _____

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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RETENTION AND INSPECTION OF RECORDS

A. Mesilla Valley Public Housing Authority, the City, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Proposer's directly pertinent books, documents, papers or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

B. The Proposer agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above, ""Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

The periods of access and examination in paragraphs (A) and (B) above for records relating to appeals, litigation or settlement of claims arising from the performance of the contract to which the City, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

ACCESS TO RECORDS
The Contractor agrees to provide the Purchaser, the HUD Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

FEDERAL CHANGES
Contractor shall at all times comply with all applicable HUD regulations, policies, procedures and directives, including without limitation those listed directly or by reference by the Master Agreement between the City and HUD, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to so comply shall constitute a material breach of this contract.

COPYRIGHTS AND RIGHTS IN DATA
The City shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials, designs and documents discovered or produced by Proposer pursuant to the terms of the contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The City of Las Cruces and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Las Cruces, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The Contractor acknowledges and agrees that:
(1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. Accordingly, by executing the Grant Agreement or Cooperative Agreement, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Recipient to the extent the Federal Government deems appropriate.
(2) If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized for 49 U.S.C. § 5307, the Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED NSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Transportation (DOT) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by HUD.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the Federal Government, the DOT may pursue available remedies, including suspension and/or debarment.

PRIVACY ACT

The Proposer agrees to comply with all applicable terms in the Privacy Act of 1974; will notify the government when the Proposer anticipates operating a system of records on behalf of the government in order to implement the bid if such system contains information about individuals retrievable by the individual's name or other identifier; and will include in any subcontract the Privacy Act notifications above.

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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TERMINATION

Flow Down

The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

a. **Termination for Convenience (General Provision)** The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

b. **Opportunity to Cure (General Provision)** The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

c. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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STATE AND LOCAL LAW DISCLAIMER

Flow Down - The Disclaimer has unlimited flow down.

State and Local Law Disclaimer - The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law.

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630; & 41 CFR Parts 60 et seq.

Flow Down - The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by HUD, modified only if necessary to identify the affected parties.

The Remainder Of This Certification Continues on the Next Page

AGE DISCRIMINATION ACT

The Contractor shall comply with all the requirements of the Age Discrimination Act of 1975 42 U.S.C. 6101 et seq. or with respect to otherwise qualified handicapped persons as provided in section 504 of The Rehabilitation Act of 1973 29 U.S. C. 794.

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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COPELAND "ANTI-KICKBACK"

Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair)

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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DAVIS-BACON ACT

Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and sub-grantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

Company Name: Mesilla Valley Public Housing Authority

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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City of Las Cruces

City Council Action and Executive Summary

3032; Council Bill 23-026

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

District:	☐ **1** ☐ **2** ☐ **3** ☒ **4** ☐ **5** ☐ **6** ☐ **N/A**		
1st Reading:	May 1, 2023	**Adopted:**	May 15, 2023
Drafter:	John Castillo	**Department:**	Community Development
Program:	Planning	**Line of Business:**	Planning

Title: **AN ORDINANCE APPROVING A PLANNED UNIT DEVELOPMENT (PUD) CONCEPT PLAN AMENDMENT UPDATING AND ALTERING THE BOUNDARIES OF THE MESILLA VALLEY COMMUNITY OF HOPE (MVCH) PUD. THE PROPOSED PUD CURRENTLY ENCOMPASSES 8.01 ± ACRES AND IS LOCATED AT 999 W AMADOR AVENUE. THE AMENDMENT WILL INCORPORATE NEWLY ACQUIRED PROPERTY FOR A TOTAL OF 16.59 ± ACRES, AS WELL AS INCORPORATE THE NEWLY ADOPTED MASTER PLAN THAT WAS DEVELOPED FOR THE MVCH CAMPUS.**

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

PURPOSE(S) OF ACTION:

Planned Unit Development (PUD) Major Amendment.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City Council is required to review and take final action on Planned Unit Development (PUD) concept plans (new or major amendments) that have received a recommendation by the Planning and Zoning Commission. The process is outlined in Section 38-10.B.2.b (Planning and Zoning Commission-Recommendation to City Council) and Section 38-49.D (Planned Unit Development Review Procedures).

Pursuant to Code, PUDs need to comply with established growth management policies and are generally afforded greater design and development flexibility in terms of issues to land use, density, architecture, open public space, building arrangements, etc. With this flexibility, the developer in turn provides the community with benefits such as provisions for affordable housing. Key elements of a concept plan include information related to land use, residential density, non-residential intensity, major road infrastructure/network, conceptual utility and drainage infrastructure, and development phasing. Other elements in the concept plan may include development standards much like what is contained in the zoning code for specific land uses.

Current services offered at Community of Hope are a soup kitchen, medical clinic, a daycare, a homeless management and day service center, a food bank, and a safe space encampment for the homeless. The Community of Hope will provide additional services in the future as funds become available. Including a permanent homeless campground, community garden, substance abuse center, job center, community kitchen, permanent supportive housing program, donations and distribution center, respite care center, and similar uses as approved by the Community Development Director. Unknown uses proposed to be approved by the Community Development Director are those uses that may not currently be listed or anticipated but may be needed by the campus in the future. These uses are anticipated to be similar or complimentary social services or institutional uses to those already existing or desired, for example, a welfare office or human rights advocacy center.

The proposed amendment will alter the current boundary of the Mesilla Valley Community of Hope (MVCH) campus from the original 8.01 acres to a total of 16.59 acres. This will include newly acquired land that the City has purchased for future development. As part of the proposed amendment, the newly adopted Master Plan for the MVCH campus will be made part of the PUD to help guide the future development of the MVCH campus.

The proposed plan amendment is consistent with the intent of Elevate Las Cruces including the Future Development Map and several Goals, Policies, and Actions. Amador Avenue is classified as an arterial roadway in Elevate Las Cruces' Future Thoroughfare Map and the MPO Future Thoroughfare Plan. The subject property is also located near a proposed Mixed-Use Corridor within the Urban Neighborhood Place Type. As Mixed-Use Corridors support residential and non-residential land uses along roadway or trail corridors the Urban Neighborhood Place Type includes a variety of residential housing types and areas that support neighborhood development. These corridors link existing urban destinations such as downtown, medical complexes, and NMSU, and projected Town Centers and Neighborhood Centers. The Mixed-Use Corridor concept also provides a feasible way for transforming communities to incorporate urban form and intensity among single-family neighborhoods of lower density. They weave new mixed-use development into older opportunity areas - reinvigorating commercial corridors and increasing the value of adjacent residential areas.

On January 24, 2023 the Planning and Zoning Commission (P&Z), per Section 38-10.B.2.b. of the 2001 Zoning Code, as amended, recommended approval with conditions of the proposed plan amendment by a vote of 4-1-0 (Two Commissioner Seats Vacant) based on the following findings reflected in Exhibit "B": The Planning and Zoning Commission added an additional condition that to the ones recommended by staff. This condition is to provide a pedestrian master plan that outlines accessibility from Amador into the facility and throughout the facility. The case was publicly noticed in accordance with the City's notification provisions; staff received no phone calls in support or denial for the zone change prior or during the P&Z hearing.

SUPPORT INFORMATION:

Exhibit "A"-MVCH Conceptual Site Plan
Exhibit "B"-Findings and Conditions
Exhibit "C"- MVCH Master Plan
Exhibit "D" - Pedestrian Master Plan
Attachment "A"-MVCH PUD Concept Plan staff report
Attachment "B"-01-24-23 PNZ Minutes

PLAN(S):

City Council Strategic Plan, Other, Department Strategic Business Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z, DRC

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.
2. Vote "No", this will deny the Ordinance and will reject the recommendation made by P&Z. Denial will require new information or facts of finding not identified or presented during staff review or the P&Z meeting.
3. Vote to "Amend", this could allow City Council to modify the Ordinance by adding conditions as determined appropriate.
4. Vote to "Table", this could allow the City Council to table/postpone the Ordinance and direct staff accordingly.

ORDINANCE 3032; COUNCIL BILL 23-026

AN ORDINANCE APPROVING A PLANNED UNIT DEVELOPMENT (PUD) CONCEPT PLAN AMENDMENT UPDATING AND ALTERING THE BOUNDARIES OF THE MESILLA VALLEY COMMUNITY OF HOPE (MVCH) PUD. THE PROPOSED PUD CURRENTLY ENCOMPASSES 8.01 ± ACRES AND IS LOCATED AT 999 W AMADOR AVENUE. THE AMENDMENT WILL INCORPORATE NEWLY ACQUIRED PROPERTY FOR A TOTAL OF 16.59 ± ACRES, AS WELL AS INCORPORATE THE NEWLY ADOPTED MASTER PLAN THAT WAS DEVELOPED FOR THE MVCH CAMPUS.

The City Council is informed that:

WHEREAS, The City of Las Cruces, the applicant and property owner, has submitted a request for approval of a Planned Unit Development (PUD) amendment, altering the concept plan, boundaries and incorporating a newly adopted master plan for the Mesilla Valley Community of Hope (MVCH) campus; and

WHEREAS, the PUD concept plan is for a 16.59 acre property that is owned by the City of Las Cruces and will incorporate the newly adopted MVCH Master Plan; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on January 24, 2023 recommended approval with conditions of the PUD boundary amendment and master plan incorporation with the condition that a pedestrian master plan be included, by a vote of 4-1-0 (Two Commissioner Seats Vacant).

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

(I)

THAT the land more particularly described in Exhibit "A" attached here to and made part of this Ordinance, is hereby zoned PUD (Planned Unit Development) and alters the boundaries.

(II)

THAT the MVCH campus master plan Exhibit "C", attached hereto and made apart of this Ordinance, are here by approved

(III)

THAT the PUD amendment is based on the findings and conditions set forth by staff contained in Exhibit "B" with the inclusion of a condition placed by the Planning and Zoning Commission that a pedestrian master plan contained in Exhibit "D" be included in, attached hereto and made part of this Ordinance.

(IV)

THAT the zoning and PUD amendment for said property be shown accordingly on the City Zoning Atlas

(V)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

Imagery: © 2022 Google

Estabalish new entrance road along West Amador Ave.

Provide pull-out bus lane.

Develop 3-story housing block with open-air courtyard.

Provide controlled single point of entry to housing block.

Establish expansion zone to provide opportunities for compatible uses (e.g., housing or relocated daycare).

Expand parking and provide access to south staff parking.

Expand building and reorient entrance. Modify Camp Hope. Construct security station.

Site improvements and renovations/additions to building 4 to accommodate Casa de Peregrinos.

Relocate soup kitchen in Building 4 south area. Demolish existing metal shed.

Acquire property. Reuse existing warehouse for campus storage. Expand parking.

Relocate soup kitchen and expand Amador Health Center into vacated area. Create loop road.

Relocate existing daycare. Renovate existing building (usage to be determined). Create loop road and additional parking.

W Amador Ave

S Valley Dr

S Compress Rd

Armijo Lateral

Potential Expansion Area

Building 4 Area

Building 1 Area

Building 2 Area

Building 3 Area

Drainage Channel

Masonic Cemetery

Conceptual Housing Plan Unit Mix

	SRO	1BR	2BR
Ground Floor:	22	8	1
2nd Floor:	28	8	-
3rd Floor:	26	8	-
Subtotal:	76	24	1
Total:	101 Units		

Parking area provides 20 spaces with potential for another 20 in the future.

Mesilla Valley Community of Hope

999 W. Amador Ave
Las Cruces, New Mexico 88001

Conceptual Development Site Plan

1. Amador Health Center & El Caldito Soup Kitchen
2. Jardin de los Niños Daycare
3. Mesilla Valley Community of Hope
4. Casa de Peregrinos Food Rescue Warehouse (Future)

- Existing Building
- Repurposed Existing Building
- Existing Structure to be Demolished
- Addition - Planned
- Addition - Potential
- Potential New Building
- Covered Parking with Solar Panels (Planned)
- New Parking Area / Roadway
- Development Zone

0' 100' 200' 400'
Approximate Scale in Feet

NORTH

Architectural Research Consultants, Incorporated

22018.0000

2022-07-29

Exhibit "B"

Findings

1. The proposed concept plan amendment is compliant with Section 38-49 of the 2001 Zoning Code, as amended.
2. The proposed construction and use of the PUD will not be detrimental to the health, safety, or welfare of the community or adjacent neighborhood.
3. The proposal will promote the infill of vacant land in the center of the City.
4. More specifically, the proposed concept plan amendment follows earlier efforts to balance flexibility in development to benefits the community receives. (Sections 38-49.A.6)
5. The proposed concept plan amendment addresses all relevant development related issues in both a specific and conceptual manner.(Section 38-49.C.)
6. The proposed concept plan amendment is supported by various goals, objectives and policies found within the Elevate Las Cruces Comprehensive Plan and companion planning documents.

Conditions:

1. An opaque perimeter wall or fence at least 5 feet in height and adequate landscaping in conformance with all applicable regulations shall be constructed around the external perimeter of Camp Hope.
2. The camping facilities shall be constructed to the Bureau of Reclamation's camping standards or other equivalent standards as approved by the Community Development Director.
3. Permanent potable water and bathroom facilities accessible 24 hours a day seven days a week shall be provided for Camp Hope residents.
4. Trash receptacles in compliance with CLC regulations shall be provided for Camp Hope residents.
5. The PUD shall Comply with the International Fire Code, specifically chapters 3- General Precautions Against Fire, 9- Fire Protection Systems, and 24-Tents & Canopies.
6. Emergency access routes shall be maintained throughout the campus and Camp Hope in accordance with section 503.
7. The use of temporary electrical wiring, open flame, and liquid/gas fueled heating appliances, generators, or smoking will be strictly prohibited.
8. A current list of residents' names and their tent locations shall be kept at the camp to aid in emergency response.
9. One person minimum must remain on watch overnight to ensure security and provide a fire watch for Camp Hope.
10. No tent can be utilized for more than 10 persons at any time.
11. The PUD will follow the Mesilla Valley Community of Hope Master Plan and Management Structure Recommendations (Attachment #4)
12. A Traffic Impact Analysis (TIA) shall be submitted and approved for the entire campus prior to the issuing of a Certificate of Occupancy.

Exhibit “B”

13. A Pedestrian Master Plan shall be developed and incorporated into the MVCH Master Plan

Exhibit "C"

City of Las Cruces®

Mesilla Valley Community of Hope

Master Plan & Management Structure Recommendations

Final March 2022

HUITT-ZOLLARS With:

Architectural Research Consultants, Incorporated

REA REAL ESTATE ADVISORS

4906 Alameda Blvd. NE, Suite A, Albuquerque, New Mexico 87113 505-842-1254 https://www.arcplanning.com

Acknowledgements

City of Las Cruces Mayor and City Council

Ken Miyagishima, *Mayor*
Kasandra Gandara, *District 1*
Tessa Abeyta, *District 2*
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See Appendix 1 for more information about MVCH campus programs

The electronic version of this report contains clickable bookmarks, hyperlinks, and interactive elements for supported PDF viewing applications.

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List of Abbreviations and Acronyms

Acronym	Definition
ADA	American with Disabilities Act
AHC	Amador Health Center
ARC	Architectural Research Consultants, Incorporated
ACS	US Census American Community Survey
CIP	Capital Improvement Project
CLC	City of Las Cruces
CRV	Current Replacement Value
FCA	Facility Condition Assessment
FCI	Facility Condition Index
FMP	Facilities Master Plan
GO	General Obligation (Bond)
GSF	Gross Square Feet
FY	Fiscal Year
HVAC	Heating, Ventilation, and Air Condtioning
LS	Lump Sum
MACC	Maximum Allowable Construction Cost
MVCH	Mesilla Valley Community of Hope
NASF	Net Assignable Square Feet
NM	New Mexico
REA	Real Estate Advisors
SF	Square feet
TPC	Total Project Cost
YDI	Youth Development, Incorporated

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Introduction / Process

The City of Las Cruces (CLC) selected Huitt-Zollars with Architectural Research Consultants, Incorporated (ARC), and Real Estate Advisors (REA) to prepare a master plan and management structure recommendations for the Mesilla Valley Community of Hope (MVCH) campus. The scope of the study consists of two phases:

- Phase One: Prepare a Campus Master Plan
  - Develop a Master Plan for the campus in consultation with the existing non-profits that identifies potential campus buildout that is reflective of their current needs and future plans, but addresses site limitations, opportunities and constraints.
  - Key aspects of phase one include conducting a site entity review to understand the MVCH programs, needs and future plans, and conducting a comprehensive Facility Condition Assessment to assess the existing condition of the buildings and site to identify potential capital improvements. The assessment includes evaluation of site utility infrastructure and circulation.
- Phase Two: Assess MVCH's Management Structure and Prepare a Comprehensive Development Report
  - Assess the existing entity relationships, management structure, and campus operations and make recommendations for future relationships, management structure, and campus operations between the non-profit organizations with one another on the management of the campus and the relationship to the City as the existing owner.

The Master Plan results from collaborative planning effort by MVHC administrators, the City of Las Cruces, and the project planning team. The planning team gathered information through on-site interviews with site users and detailed investigation of building and site conditions. The planning team engaged site and city representatives in workshop sessions to validate collected information and explore and choose a preferred development option. The recommended master plan results from the consensus input from these workshop meetings.

The plan is divided into four parts:

- Introduction / Process
- Plan Overview that discusses:
  - Background information about the mission, programs and existing facilities
  - Existing site and facility conditions
  - Development constraints, opportunities, and development options
  - Capital needs based on a preferred development option
- Management Structure Recommendations

- Appendices that provide additional information regarding:
  - Existing programs
  - Existing Campus Building Floor Plans
  - Casa de Peregrinos Food Rescue Warehouse Site Plan
  - Site Utility Information
  - Facility Condition Assessment of Campus Buildings

Plan Overview

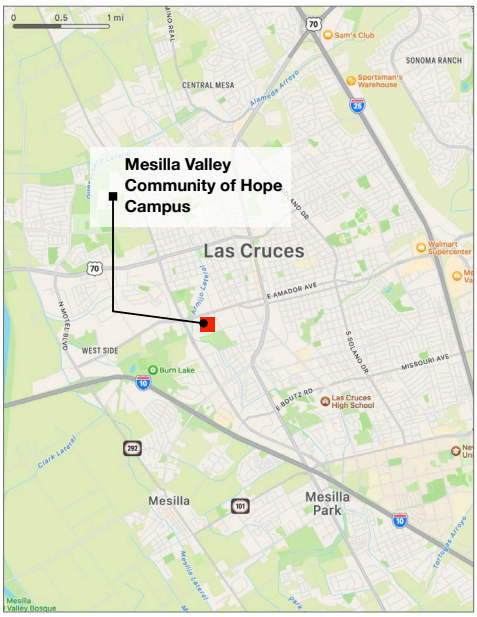
Background

Location

Established in 1998, the Mesilla Valley Community of Hope (MVCH) campus is located on a common site at 999 W. Amador Ave. in Las Cruces, New Mexico.

*See **Exhibit 01***

Exhibit 01: *MVCH Location*



About MVCH

MVCH is an alliance of five non-profit agencies with a common mission to provide basic human needs for the indigent, homeless, and near-homeless population in the Las Cruces area.

- Mesilla Valley Community of Hope (lead agency), provides services to shelter and support the homeless, including housing assistance and case management
- Amador Health Center, which provides integrated health and wellness support to the community including medical, dental, and behavioral health services
- El Caldito, a soup kitchen which provides meals 6 days a week and sack lunches on the 7th day, 365 days a year
- Casa de Peregrinos, a warehouse for storing and distributing surplus and salvaged food that serves Las Cruces and Doña Ana County
- Jardin de los Niños, a daycare center and pre-school providing comprehensive early childhood education, after-school programming, and therapeutic intervention services to homeless and near-homeless children from the ages of six weeks to 10 years, and their families

The City of Las Cruces owns the campus, and leases it to MVCH. The other four agencies sublease from MVCH.

The mission of Mesilla Valley Community of Hope is to promote dignity and empowerment among the homeless population by providing shelter services, case management, income support, and permanent housing programs.

*See **Appendix 1** for more information about MVCH campus programs*

Existing Conditions

Site and Facilities

Existing Site

The MVCH campus comprised of three City-owned properties totalling approximately 15 acres.

See **Exhibit 02**

- The original 8.1-acre property contains three facilities, housing Amador Health Center and El Caldito Soup Kitchen (Building 1), the Jardin de Los Niños Daycare (Building 2), and Mesilla Valley Community of Hope (Building 3). The MVCH property was originally acquired by the City of Las Cruces in 1994 for use as a homeless shelter to be operated by the Mesilla Valley Community of Hope. Between 1994 and 2002, a portion the original land acquisition was sold and another adjacent property acquired. In 2009, the City of Las Cruces acquired another small portion of land on the west side of the campus, formerly belonging to Youth Development, Inc. (YDI).
- The City of Las Cruces recently acquired a 2.2-acre parcel with frontage on Amador Ave., adding it to the campus's available area. The existing building on this site will be renovated and expanded for use by the Casa de Peregrinos food rescue warehouse. The acquired land also contains a large open-air metal storage structure for which a use has not been determined. This structure has no HVAC utilities and limited electrical service.
- A 4.28-acre parcel of adjacent land was also recently acquired by the City of Las Cruces, which may provide additional expansion opportunities for MVCH.

See ***Appendix 4*** *for a site plan of the relocated facility*

Site Context

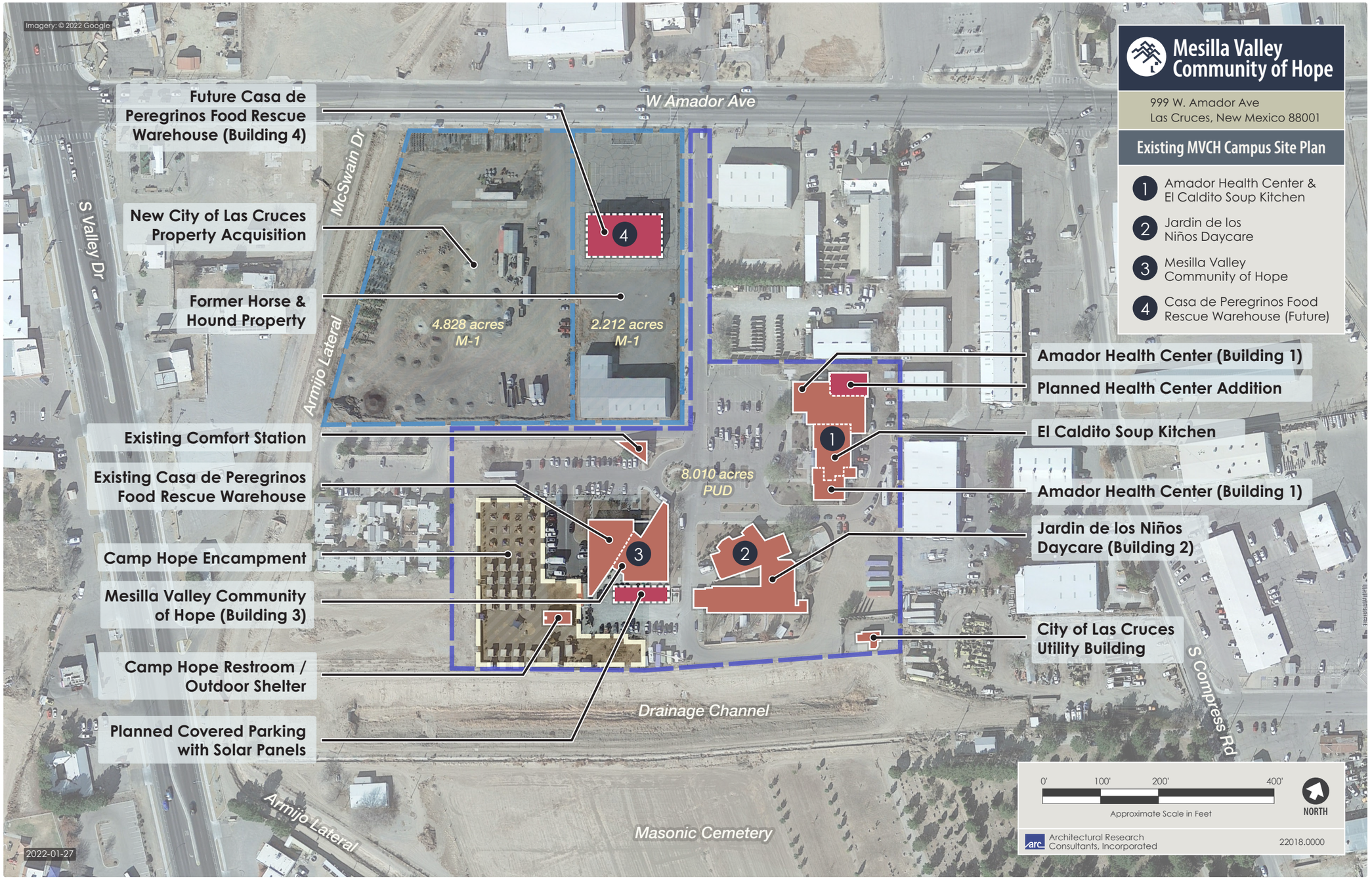
The campus is bounded on the north by W. Amador Ave., a mix of industrial properties to the east and northeast, a drainage channel to the south beyond which is the Masonic Cemetery, and to the west by the YDI multi-family housing complex, and the two vacant recently acquired industrial properties. To the west of the (YDI) housing complex lies the Armijo Lateral irrigation channel and McSwain Drive.

The neighborhood around the MVCH campus consists largely of light industrial properties, with a few retail properties along W. Amador Ave. Directly across W. Amador from the MVCH access drive is the Las Cruces Gospel Rescue mission, which also provides services to the homeless and the needy.

Zoning

The City of Las Cruces acquired the site in 1994 and rezoned it in 2013 from Light Manufacturing (M-1) and Multifamily Residence (R-3) to Planned Unit Development (PUD)

Exhibit 02: *Existing MVCH Campus Site Plan*



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to comply with local zoning codes at the time. However, the City's current zoning maps indicate that a portion of Lot 2B, which YDI previously owned, still bears a designation of M-1.

The other two parcels that the City of Las Cruces recently acquired are also zoned M-1.

Upon adoption of a master plan for the entire campus the CLC should consider rezoning these parcels as part of a larger PUD development to bring all uses in conformance with city zoning intentions.

Existing Buildings

The campus consists of four primary buildings:

*See **Appendix 2** for floor plans of campus buildings*

- Building 1 was constructed in 1997/98, housing a homeless shelter, St. Luke's Health Care Clinic and El Caldito soup kitchen. The shelter was renovated in 2017 to accommodate the growing needs of the health center, which was renamed Amador Health Center. An expansion of the health center is currently in the planning stages.
- Building 2, constructed in 2000/2001, houses Jardin de los Niños daycare center.
- Building 3 was completed in 2004/2005, providing space for the Mesilla Valley Community of Hope's administrative offices and resource center for the homeless, and the Casa de Peregrinos Food Rescue Warehouse.
  - Associated with MVCH is Camp Hope, a transitional living facility providing temporary transitional shelter in the form of tents, with one permanent building with indoor toilet/showers and outdoor cooking facilities. Camp Hope has approximately 45 tent platforms, 30 of which have 3-sided, roofed shelters.
- Building 4 is located at the recently acquired Horse and Hound property. This building will be remodeled to house the Casa de Peregrinos Food Rescue Warehouse, which will relocate from Building 3.
- Other buildings on the campus include a CLC utility building at the southeast corner of the campus and a restroom/shade pavilion to the north of Building 3.

Condition of Buildings and Site

The Planning Team conducted facilities condition assessments (FCAs) on buildings 1, 2, and 3, including site improvements.

Evaluated as a campus, MVCH scored a 62.3% (Borderline is 50-69%) in the Facilities Condition Assessment (FCA) completed by ARC.

The three primary buildings on the MVCH campus are now 23, 20 and 16 years old. Although the buildings appear to be structurally sound, all of the buildings experience heavy use and require significant facility renewal, with the exception of the Amador Health Center at the north end of Building one which was renovated in 2017. Fixtures and finishes in the remaining sections of building one and all of buildings two and three are dated and worn, the buildings lack compliant ADA accessibility components, and the flat membrane roofs leak and are in

need of replacement. Plumbing system fixtures are dated and worn, and the occupants regularly report issues with wastewater system odors in the buildings. The HVAC systems are reportedly inadequate to keep the current occupants comfortable, and are approaching an age that will require renewal or replacement. Additionally, all of the occupying agencies have outgrown their respective spaces and have expressed a desire for additional space.

The site has limited access with only one access drive in/out that is shared by the YDI multi-family housing complex. Site circulation is poor, particularly for large delivery trucks. There is no dedicated parking area or dedicated pickup/drop off zone for the childcare facility, and limited parking for volunteers. Site security is inadequate. Overall the site landscape and hardscape elements (parking and sidewalks) are in fair condition, however the site has some areas with inadequate drainage, and there are areas exhibiting erosion that is undermining sidewalks and landscape ground cover materials. The sidewalks along the access road leading into the campus from W. Amador Ave exhibit some heaving, and do not provide adequate ADA access. Also of concern is a lack of separation between the daycare center and the other functions on the campus which inhibits the ability for the daycare center to properly screen its clientele from adult activities commonly occurring on the campus.

*See **Appendix 5** for site plan information*

The condition assessment identified about $26.1 million in capital improvements recommended over the next five years or longer to meet MVCH's goals and help guide future planning. The Appendix provides detailed information about the results of the condition assessment including:

- A history of the building and when it may have been renovated and remodeled
- Assessment scores for its site, and physical plant assessment, and adequacy/environment
- Narratives describing the characteristics for each category and system for the building
- Capital Improvement Project (CIP) descriptions and preliminary cost estimates for recommended repairs and improvements

Access and Parking

The current main entrance to the campus is from the north, traversing from West Amador to a "driveway" that runs through the campus. The driveway serves the existing MVCH buildings and the YDI housing site. All agencies share two paved parking lots located west of Building 1 and north of Building 3. An unpaved parking lot for staff resides south of Building 3. Staff and volunteers also park in undesignated parking areas east of Buildings 1 and 2.

An additional north entrance to the site is planned from West Amador between the 4.28-acre parcel recently acquired by the City of Las Cruces and the 2.2-acre Horse and Hound property being renovated for use by the Casa de Peregrinos Food Rescue Warehouse.

*See **Appendix 3** for maps of existing utilities*

Utility Infrastructure

Water, sewer, gas and telephone service for the campus comes from primary service lines in W. Amador Ave. Electric service into the campus comes via overhead lines originating on the east side of the campus off of South Compress Rd. The service transitions underground just east of the MVCH property boundary to a transformer on the east edge of the campus serving building one. When building one was constructed, a stub-out was constructed to feed later phases of the MVCH campus. While we have not located any drawings for the service line feeding buildings two and three, we believe it wraps along the east and south side of building two and comes north to the transformers feeding buildings 2 and 3. Two sets of fiber optic lines border the MVCH campus: One set run along the West Amador Ave. roadway, and another traverses the southern fence line, near the drainage channel. MVCH's archives of existing site drawings do not specify which set of fiber optic lines actively serve the campus.

All infrastructure for the campus dates from the construction of Building one in 1997/98, with extensions to buildings two and three in 2000/01 and 2004/05, making the oldest components approximately 23 years old in 2021.

The plan for the new north roadway from West Amador Ave. between the recently-acquired CLC properties will include additional utility infrastructure into the campus.

Site User Input

Site Issues / Functional Conflicts

The MVCH agencies have identified the following overall site and facility issues/concerns:

- Parking, site drainage, site circulation and site access are insufficient (emergency access is a particular concern with only one access point)
- Site security and separation of functions (especially for the daycare center) is insufficient
- All agencies have outgrown their existing facilities and have no room for desired growth/ expansion
- None of the existing buildings readily lend themselves to expansion that can alleviate their individual space needs.
- All buildings require significant facility renewal as they are high use facilities now 23, 20 and 16 years old
- The FYI housing complex, which is not affiliated with MVCH uses the same access road through the middle of the campus

Expectations of Space Needs by Site Users

The organizations that make up MVCH have identified the following potential program growth and space needs:

- Casa de Peregrinos will soon be moving into a new facility in the renovated old Horse and Hound building adjacent to the MVCH campus. The new facility is designed to meet the current needs of the Food Rescue Warehouse along with space to implement some desired new programs. Leadership at Casa de Peregrinos envisions future expansion of the agency's program offerings to assist in lifting more people out of poverty by providing training in food-related industries. Depending on the level of program expansion, the Food Rescue Warehouse may need additional space in the future.
- Mesilla Valley Community of Hope anticipates expanding into the current Casa de Peregrinos space in Building 3, once the Food Rescue Warehouse moves into its new facility. This expansion will almost double MVCH's space, and with proper renovation should provide ample administrative office and support space for the agency. However, the existing space may not fully meet the agency's space needs, particularly for storage. The agency currently uses a number of storage containers distributed across the campus to store donations and supplies intended for use in assisting their clientele in furnishing and stocking a home once housing is acquired. MVCH does not anticipate significant expansion of Camp Hope, but the existing shower and kitchen facility does require some facility renewal.
- Amador Health Center currently serves about 1,000 patients a year, and anticipates growth at a rate of 5-10% per year to a maximum of 1,500 patients a year at this location. Expansion beyond 1,500 patients per year will likely require establishment of a second location to serve a patient base for which the MVCH campus is not conveniently located. However, the health center has already outgrown its current space and does intend to expand its service offerings on the campus. The health center's leadership has identified two potential expansion projects:
  - A plan is in development for an addition to the northeast corner of Building 1 to add approximately 3,300 sf of office space along with a dental suite. This expansion does not fully meet the current space needs of the health center, and provides no space for future program expansion.
  - Another proposal under consideration is a 1,600 sf addition to the south end of Building 1 to provide additional expansion space for the health center's behavioral health program offerings.
- El Caldito soup kitchen has expanded is meal service offerings significantly since it moved into the current facility, and has outgrown the existing space. It's dining hall has a maximum capacity of 96 which is often at capacity, the kitchen and baking areas are overcrowded with insufficient space around equipment to adequately meet safety standards, and storage for dry goods, refrigerated and frozen foodstuffs is insufficient. The agency uses storage containers and some off-site storage to augment its storage needs. The existing facility is landlocked between the two clinical suites in Building 1, with very limited expansion options, most of which further exacerbate circulation issues on the campus.
- Jardin de los Niños would like to double the number of classrooms in its facility, and has a need for a larger community room. The center's kitchen is too small and is also overcrowded with insufficient space around equipment to adequately meet safety standards. Additional storage for supplies and donations is also needed. At the site level, Jardin would like dedicated parking for staff and volunteers, and does not have a properly designed pick-up and drop-off zone. Accommodating all of the needs and expansion desires for Jardin on the

available site area around the building will be challenging, and not all of the desired needs may be met. Providing desired screening between the daycare center and adult activities on the campus is also difficult to accomplish within the existing site footprint.

Consideration of Development Options

The planning team discussed site constraints and opportunities, and three development options with the MVCH and CLC representatives. The options generally ranged from less intensive to more intensive development, progressively adding various improvements onto the previous option.

See *Exhibit 03* to *Exhibit 06*

Option 3 was chosen as the preferred option encompassing a broad, but potentially achievable long-range development vision meeting MVCH and CLC goals.

Exhibit 03: *Opportunities and Constraints*

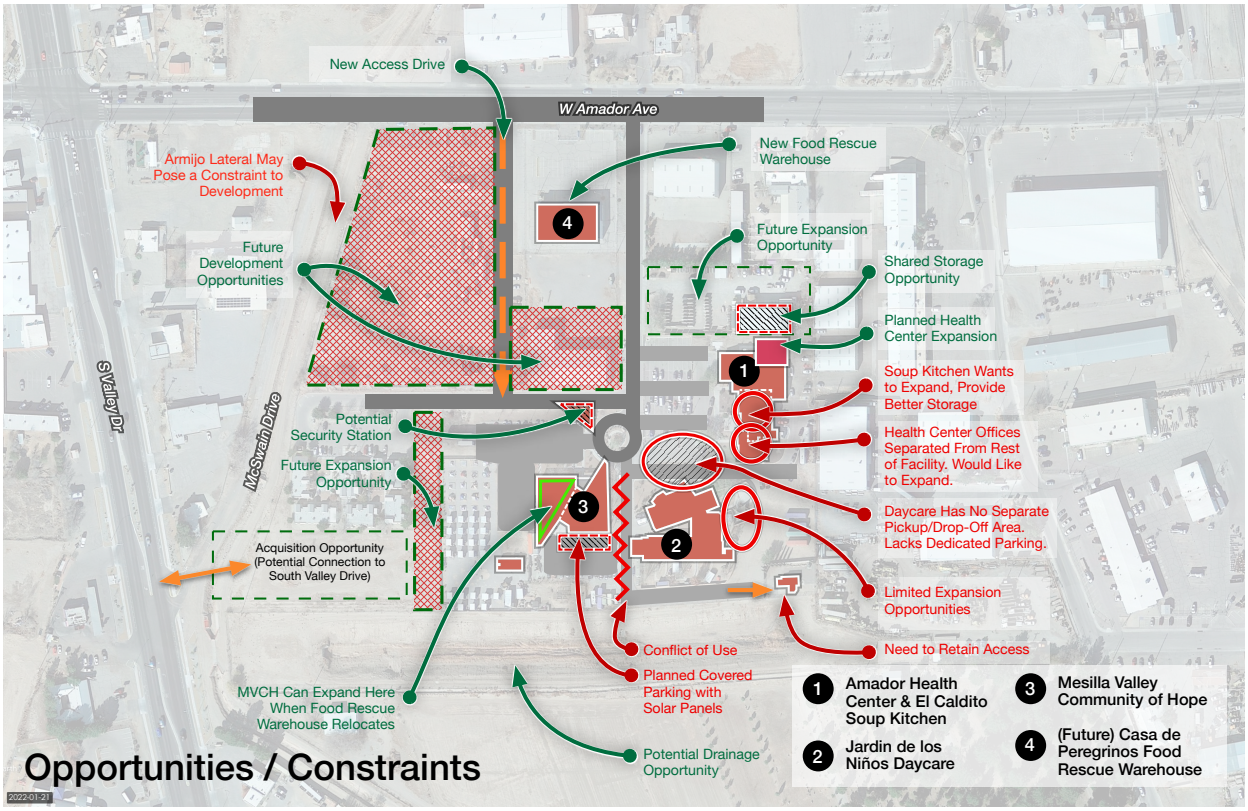


Exhibit 04: *Option 1*

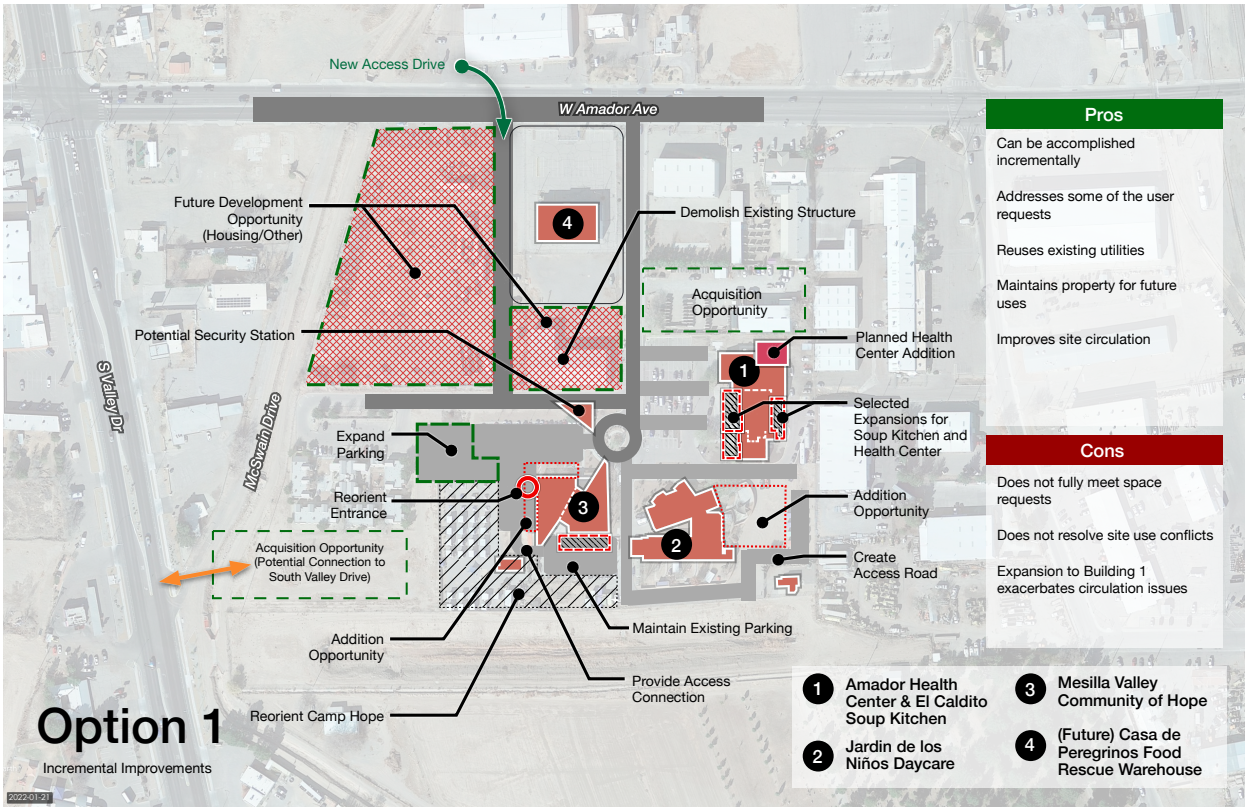


Exhibit 05: *Option 2*

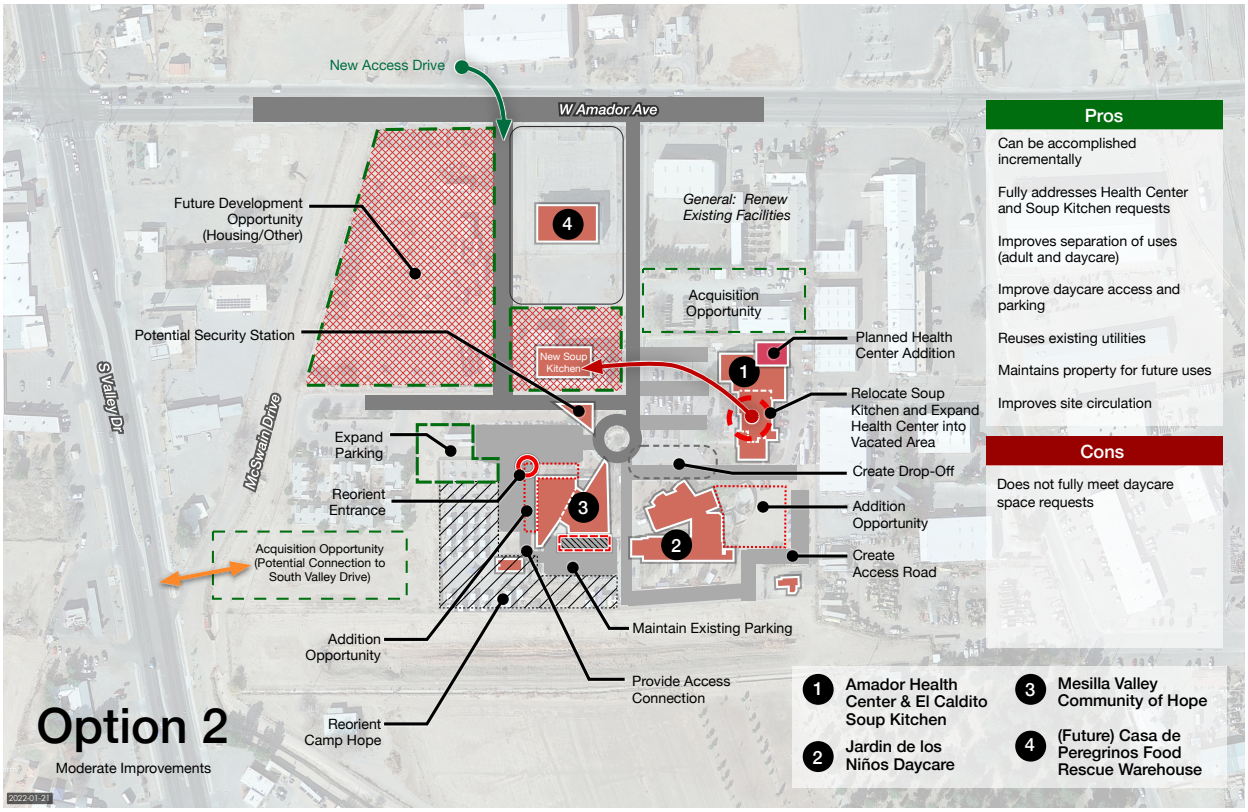
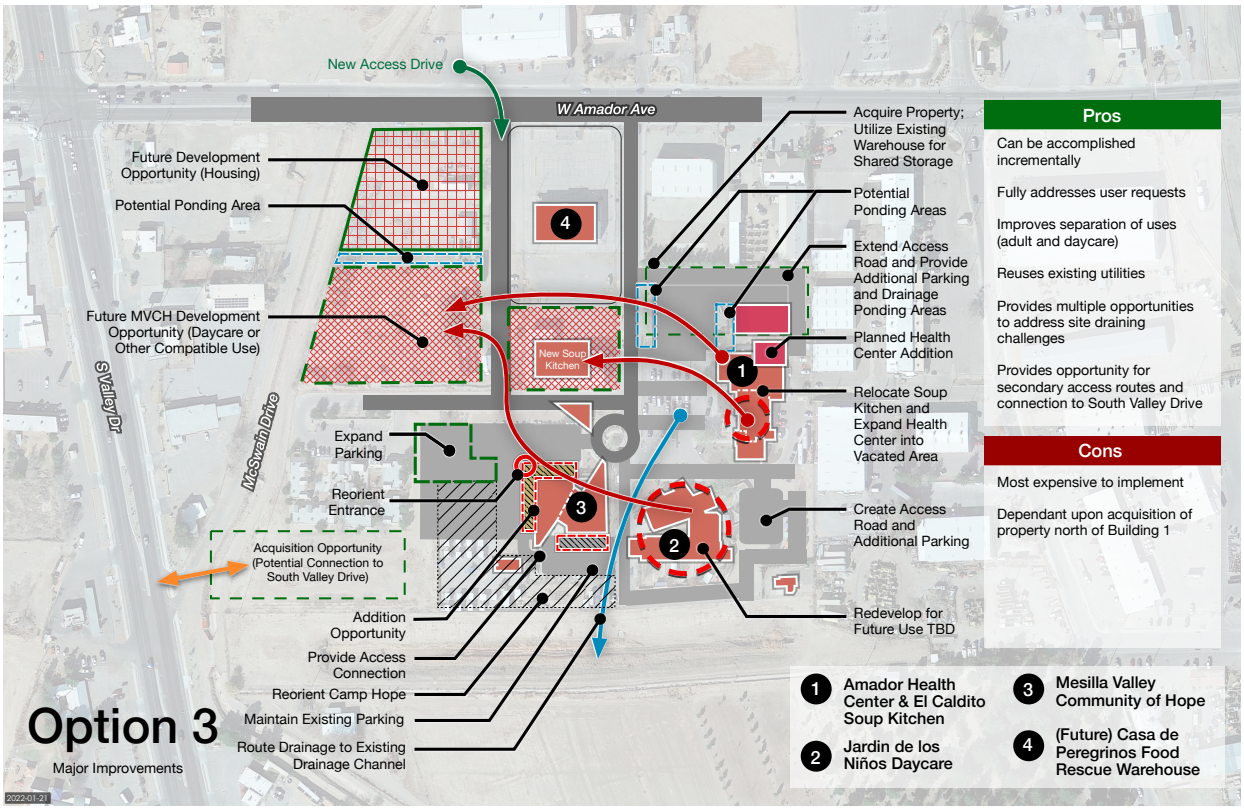


Exhibit 06: *Option 3*



Master Plan

The preferred option represents a future long-range development vision that reflects the following elements:

- General Site:
  - Create an additional access road to the campus to provide relief to existing driveway access and redundancy. This improvement is planned and funded as part of the future Casa de Peregrinos Food Rescue Warehouse renovation (Building 4).

*See **Exhibit 07** for a conceptual site development pan*

- Building 1 Area (Existing Amador Health Center and Soup Kitchen):
  - Relieve existing building space crowding by relocating the El Cadito Soup Kitchen to a new building at a central part of the campus (South of Building 4).
  - Expand the Amador Health Center into the area vacated by El Caldito.
  - Acquire the property north of the health center.
    - » Use the existing warehouse on the site for shared storage for all entities on the campus.
    - » Extend the access road around the center and provide additional parking and drainage ponding areas.

- Building 2 Area (Existing Daycare Center)
  - There are at least two options to relieve conflicts between young children and other site uses and expand the daycare program.
  - Option 1: Relocate
    - » Relocate the Jardin de los Niños Daycare to a new site, possibly to the recently acquired property west of Building 4, providing an opportunity to expand the program into a larger facility with additional classrooms.
    - » Renovate existing building for a future compatible campus use to be determined.
    - » Create additional parking and an access road to support the future use and to maintain access to the CLC utility building.
  - Option 2: Remain and Expand to Site Capacity
    - » Expand daycare east into the existing courtyard and vacant land beyond the courtyard. Since there are limitations to the site available, this option does not allow the program to double in size as desired.
    - » Create parent drop off / pick up area.
    - » Create additional parking and an access road to support the future use and to maintain access to the existing CLC utility building.
- Building 3 Area: (Existing MVCH Administration Building)
  - Relieve existing MVCH building crowding by remodeling and relocating staff area vacated by the Food Rescue Warehouse.
  - Construct security station at the site entrance near Building 3 to monitor access and site activity.
  - Expand building to north and west as needed to provide additional program growth opportunities. Consider reorienting the main entrance to the west to relieve exterior crowding between buildings 2 and 3.
  - Expand visitor parking and provide access to the south staff parking area from the west.
  - Reoriented Camp Hope to the east to adjust for camp site lost to expanded parking area.
- Building 4 Area (Future Casa de Peregrino Food Rescue Warehouse)
  - Remodel existing building to house Casa de Peregrino Food Rescue Warehouse.
  - Construct facility to house the relocated El Caldito Soup Kitchen (from Building 1).
- Expansion Zone

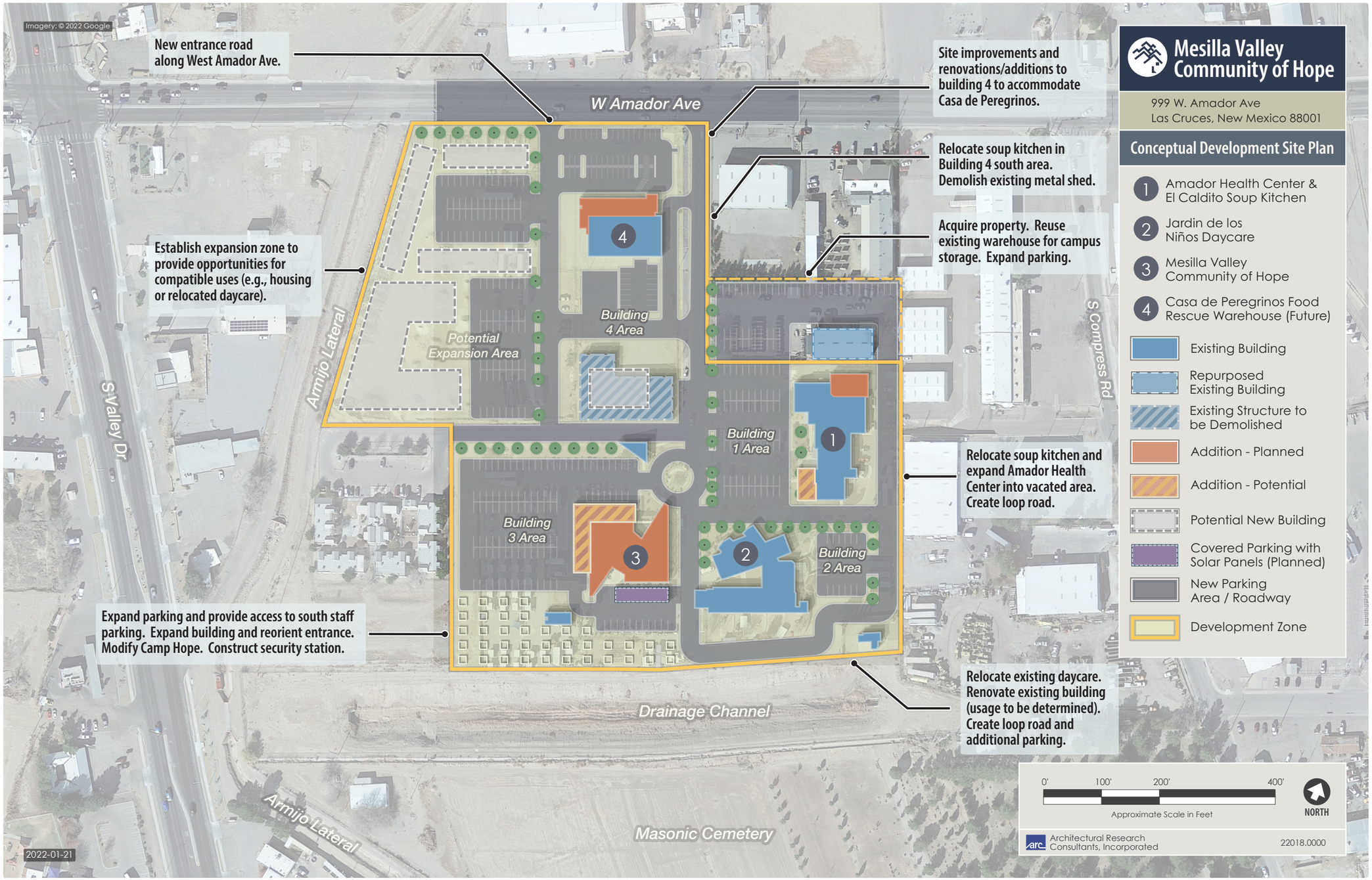
  This zone provides development opportunities for compatible uses to the MVCH campus for possibly housing, a relocated daycare, or other compatible uses.

Estimated Cost of Construction of Preferred Option

The estimated cost of construction of the preferred option is $27.6 million (2021 dollars).

*See **Exhibit 08** for table itemizing costs*

Exhibit 07: *MVCH Conceptual Development Site Plan*



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Exhibit 08: *Estimated Construction Costs*

Area	Quantity	Units	$ / Unit	Total	Notes
General Site					
Construct New Access Drive	1	LS	$650,000	$650,000	
Construct New Security Building	800	SF	$280	$224,000	
General Site Improvements	1	LS	$3,879,448	$3,879,448	Landscaping, security systems, playgrounds, roof replacements, electrical upgrades campus-wide and new PA system campus-wide
Drainage System Study	1	LS	$613,035	$613,035	Includes $500k allottments for potential work
Parking Lot Improvements	1	LS	$3,149,115	$3,149,115	Repaving existing / paving dirt lots, dumpster enclosures, restriping, ADA spaces
Building 1 Area					
Renovate/ Expand Amador Health Center int El Caldito Soup Kitchen Area)	7,300	SF	$320	$2,336,000	
Expand Parking Lot North of Amador Health Center	32,000	SF	$45	$1,440,000	Assumes acquisition of property to north of Building 1. Estimate does not include land acquistion or renovations to warehouse building.
Building 2 Area					
Renovate Day Care (Building 2)	12,200	SF	$260	$3,172,000	For future use TBD
Building 3 Area					
Expand Parking Lot	14,150	SF	$45	$636,750	
Renovate MVCH Building	1	LS	$1,632,400	$1,632,400	Assume 10,900 sf
Building 4 Area					
Construct New El Caldito Soup Kitchen	1	LS	$4,022,370	$4,022,370	Assume 9,000 sf
Expansion Area					
Extend Utilities	1	LS	$125,000	$125,000	
Construct New Jardin De Los Niños Day Care	31,400	SF	$350	$10,990,000	Doubling the number of classrooms from 7 to 14
			Contingency @ 15%	**$3,282,018**	
			Total Cost	**$27,636,538**	

Management Plan Recommendations—Prepared by Real Estate Advisors (REA)

The purpose of this management plan is to make recommendations for future relationships, management structure, and campus operations between the non-profit organizations and the management of the campus, as well as between the organizations and the City of Las Cruces (City) as the existing owner. These recommendations stem from an assessment of the existing entity relationships, management structure, and campus operations at the Mesilla Valley Community of Hope (MVCH), as determined through a three-step process:

1. Review - A comprehensive review of how the physical plant is currently being used and managed was critical to build upon for recommended best practices
2. Evaluate and Assess - Evaluation and assessment of current resources is a vital component in determining capacity and identification of management inadequacies.
3. Recommendations - The purpose of the management recommendations are to increase the efficiency and effectiveness of the current facility management, to properly maintain the building components based on the current systems inventory, and to confirm that the management structure is in place for future development and growth of the campus.

Step 1: Review

Real Estate Advisors (REA) reviewed and abstracted the Master Lease and Amendment (See ***Exhibit A***) between the City of Las Cruces ("Lessor") and Mesilla Valley Community of Hope ("Lessee") and the subleases between Mesilla Valley Community of Hope ("Sublessor") and the respective sublessees (St Luke's, El Caldito, Jardin de Los Nino's, and Casa de Peregrinos).

Article 4 of the Master Lease (See ***Exhibit B***) provides the City is responsible for maintenance and repair of major mechanical systems, the roof, major capital improvement and major maintenance items. The City shall also be responsible for necessary building renovations as determined by the City, and as deemed necessary from time to time during the lease. The lease provides the City will bill lessee for requested minor repairs at normal hourly rate.

The Lessee's responsibility of maintaining the Leasehold Property is limited. Lease Article 4 also outlines those items that are to be maintained, repaired, or replaced by lessee/tenant. Sublessee responsibilities in the lease provides that:

> *""All subleases must ensure that MVCH responsibilities as stated herein are passed through as appropriate to all organizations signing subleases under this lease. All subleases for current occupants must be signed by MVCH and sublessee within Thirty (30) days of executing this Lease, with copies provided to the Land and Real Estate Services/Facilities Section of the City."*

The Mesilla Valley Community of Hope facility condition assessment compiled by Architectural Research Consultants, Incorporated identified significant deferred maintenance and aged out building elements. Additionally, the master plan outlines significant new construction for the expansion of the campus.

A key component in the process to complete the Step 1 was for the REA team to meet virtually with the City, MVCH, and all the Individual agencies (except for Amador Health Center) to review existing Property Management Process, Procedures, and Personnel. The interviews built upon the prior work completed in the Facility Summary to determine management operations needed to support the uses, hours of operation and current and future facility management needs of each agency. The interviews included discussions with the City, MVCH, and each individual agency to learn their perspective on the current Management Performance of building operations in meeting their needs and expectations.

Step 2: Evaluate and Assess

REA's assessment of the management of the campus is that all parties have a vested interest in the project and show an ownership of their facilities. There is mutual respect for one another, a sincere desire to help the other organizations within the campus, and a true passion for the services that each provides. The person(s) running each program were devoted, intelligent, and enthusiastic about what they are doing in the community. Although REA identified areas for improvement, it has been noted that all the parties "make it work" for their entity and support the other agencies on the campus. Identified areas of improvement were:

1. The most significant item for improvement in the management at the campus is record keeping of maintenance issues. Without these records it is difficult to put into place cost savings preventative maintenance programs and/or service records for enforcement of warrantees.
    a. The master lease and subleases require that the lessor and sublessors submit quarterly reports of maintenance records. It was apparent by reviewing the documents provided that each organization currently submits their own version of a quarterly report to Mesilla Valley Community of Hope. In our interview the lessor acknowledges receipt and filing of the reports, but notes there is not an established process or person to regularly reviews the reports. Reviewing and compiling the maintenance activity at each location would be made easier if the subtenants were required to use the same form. It would then be prudent for preventative and anticipated maintenance purposes, for the City to have in place a process to review and document any issues and concerns.
    b. The tenants reported to REA that it is not unusual for the person(s) or vendor responding to a recurring issue to have little or no knowledge of the history of breakdowns and/or repairs. Whether this record keeping is a standardized written report of each visit and task performed, or something more sophisticated like a software program, records of the maintenance performed should be well documented. This documentation will allow both MVCH and the City to better understand what is, or in some cases, what is not, being addressed at the facility. This

potential cost savings information would be very valuable in budgeting and planning and could also identify any potential liability issues.

c. City Maintenance is responding to maintenance calls, but currently Accounting and Tracking Systems are not being used to record the cost, maintenance, and personnel performing the calls. The lease and subleases provide that the lessor has the right to bill the Lessee for minor repairs it makes at the campus at normal hourly rates. Therefore, tasks are performed and not billed, or repairs and maintenance issues are not addressed at all, as each entity believes that other is responsible. Additionally, records are not available of third-party vender services and repairs at the campus. Without this information it is not possible to benchmark the cost effectiveness and identify inefficiencies in the facility operations.

2. During our interviews it was apparent that the subtenants were not clear who was responsible for the maintenance of certain items within their buildings. Several of the persons that REA talked to convey a belief that ultimately the City was responsible for everything including fixtures and equipment specific to their services. The message coming from the City or MVCH should mimic what is in the lease. Without a consistent message each time a request is made, outside the terms and conditions of the lease, a precedence is set that is hard to break.

   It would be in the best interests of all parties to compile a table for each facility which itemizes who is performing required maintenance (MVCH, its respective sublessee, or no one). This would ensure all parties have a clear understanding of the designation of duties between MVCH and the sublessee and that the responsible party designated is completing its responsibilities and task. It is further in the City's best interest to determine that these agencies have the capability and capacity to perform such duties and if they do not, to put into place a process to ensure both repairs and preventative maintenance are addressed. REA's understanding of the maintenance responsibilities is presented in the maintenance requirements in ***Exhibit C.***

3. The current master lease and all the subleases, except for the Amador Health Center, are scheduled to expire in December of 2025 and no renewal rights are in place. Consideration should be given that if there is substantial planned capital investment in the project in the near future, the term of the respective leases should be increased, or the agreements should be revised to provide for additional renewal options reflecting planned investments.

4. The subleases do not identify the specific space each subtenant uses. The agreements should clearly define the premises of MVCH and the subtenants as each has maintenance responsibilities for the premises they occupy. Additionally, the leases provide that MVCH and the subtenants are solely responsible for 100% of the maintenance for any new additions and buildings on the campus constructed for their use.

Step 3: Suggestions and Recommendations

While REA understands that funds are often limited and staffing issue plague us all right now, it would be in the best interest of City of Las Cruces to provide as much support (financial and management) as possible to enhance and maintain this campus. This additional investment should save the City money in the long-term thru a more proactive management approach. Specific suggestions and recommendations are as follows:

1. Given the substantial amount of maintenance required to care for each building on site, REA recommends that there be a full-time maintenance person dedicated to the facility. This would allow for consistency in performing minor task in a timely manner and better communications between the subtenants, MVCH and the City. This position would also provide campus knowledge of the facilities and prior work orders. This person would be in addition to existing custodial personnel currently employed by MVCH and Jardin.
2. The written quarterly logs of in-kind services and maintenance performed at each location, as required by the Subleases, should be standardized.
3. Maintenance and Repair request by subtenants, should go to MVCH first for evaluation; MVCH would then assign the tasks to the appropriate party or reject. A written response of the action taken or an explanation of the rejection to perform the task, should be sent back to the requestor. This should be on a standardized format which is recorded. It is REA's recommendation that this be through a computerized work order software where:
    a. Tenants are able to place a work order request
    b. MVCH can review request and provide approval and delegation to the appropriate responsible party.
    c. Respective responsible party will have the ability to provide notes as work progresses.
    d. Responsible party shall close out the work orders when complete with notification to tenant and subtenant.
4. All subleases should be amended to clearly specify and denote the location of the subtenant within the project, the area within the building, and the square footage occupied.
5. Amendments should be drafted for each subtenant who has altered or is in the process of expanding their facilities. The amendment should provide detailed information (construction drawings, work description, etc.) of service activity that has been approved or completed on the premises. This documentation should also clearly state who is responsible for the maintenance of said expansion. If substantial capital improvements are planned or completed for any of the agencies, consideration should also be given to extending the lease term and/or adding renewal options for the subtenant. At this time, we recommend that amendments be completed for:
    a. MVCH Camp Hope and the supporting bathroom and outdoor kitchen facilities
    b. Amador Health Center Expansion
    c. Casa de Peregrinos Storehouse Facility
6. The Master Lease expires 12/30/25. The Amador Health Center's lease expires 6/30/2026. By the very nature of a sublease, the term cannot exceed the term of the Master Lease.

Therefore, either the term of the MVCH Master Lease needs to be extended or the term of Amador Health Center needs to be revised to be co-terminus with the Master Lease.

7. If it does not already exist, the City of Las Cruces should develop a matrix for understanding and recording the services rendered by each organization. Conversely, the agencies should provide greater detail of the services provided in their quarterly reports. Tremendous hours and money are being spent to service the homeless and less fortunate community in Las Cruces. It would be beneficial for the City to be able to quantify these essential services. Most, if not all, of the organizations have this information but state detailed information is not requested.

Exhibit A: *Lease Abstract*

Lease Abstract

Prepared by:	**Real Estate Advisors LLC**			Date:	**9/17/2021**
Tenant:	**Mesilla Valley Community of Hope**			Property:	**999 West Amador Ave.**
		MVCH - 6,173 sf			16.59%
Commencement Date:	12/01/15	Casa de Peregrinos - 4,727 sf		%	12.71%
Expiration Date:	12/30/25	El Caldito Soup Kitchen - 5,200 sf		%	13.98%
Term (months):	60 Months	Jardin De Los Ninos - 12,200 sf		%	32.80%
Total Project Size:	37,200 SF	Amador Clinic Suite A - 6,800 sf		%	18.28%
Land Size (if stated):	8 acre	Amador Clinic Suite D - 2,100 sf		%	5.65%

Rent Schedule: Annual ☑ Monthly ☐ PSF/Year ☐

Date: 12/01/15 $ $400,000.00.

In lieu of $400,000 market rental payment, and beginning on December 1, 2015, the Lessee providing services for the care and maintenance of sick and indigent persons, persons who are homeless, or have low income, as well as abused and/or neglected children. The services to the public shall be at least equal in value to the Market Annual Rate and are to be performed on an on-going basis during the Lease Term. Lessee shall provide a report to the City at least annually to document the type of services with both quantity and quality measures which describes the caseload of services and the approximate amount of same being offered to residents of the City.

Storage Space Rent Schedule (if no SF is attributable to the storage space): Annual ☐ Monthly ☐ PSF/Year ☐

Date: $

Date: $

Reimbursements:

Method: NNN ☐ Gross w/ BY ☐ Full Service ☐ Other ☑

Refer to Exhibit C for Maintenance Responsibilities. The City shall be responsible for maintenance and repair of major mechanical systems and the roof. City shall be responsible for capital improvements and major maintenance items. City is also responsible for building renovations. City shall bill Lessee for minor repairs at normal hourly rates. Lessee shall maintain the Property excluding City's responsibilities. Lessee shall be responsible for all maintained in Exhibit and provide a quarterly log. Lessee shall pay all utilities cost for electric power, water, waste water and natural gas. Telecommunications and valid taxes, assessments, license and fees.

Expense Category:	Base Year:	Amount:	Gross-Up:	Yes ☐	No ☑
			Percentage:		

Options:

Renewal Options: Yes ☐ No ☑

Tenant excercised its option to renew for that period from 12/1/21 thru 11/30/25. Tenant has no other renewal rights.

Sublease Yes ☑ No ☐

Lessee has the responsibility of issuing, requiring and executing subleases for any other organization providing services. All sub-leases must insure the Lessor responsiblities as stated herein are passed through as

Expansion Options: Yes ☐ No ☑

Parking: (noted in lease) Yes ☑ No ☐

131 Total, 8 ADA and approximately 40 unmarked. The parking area on the Leasehold Property shall be for the exclusive use of the customers, clients, patrons, officers and employees of the Lessee. Lesseee must accomidate parking needs as a result of expansion to meet code.

Percentage Rent: Yes ☐ No ☑

Percentage:

Breakpoints:

Offsets: Yes ☐ No ☐

Outstanding LC's or TI's: Yes ☐ No ☑

Exhibit A: *Lease Abstract (Continued)*

Lease Abstract

Prepared by:	**Real Estate Advisors LLC**	Date:	**2/8/2022**
Tenant:	**St. Luke's Health Care Clinic aka Amador Health Clinic**	Property:	**999 West Amador Ave.**

Commencement Date:	07/01/15	St. Lukes Health Care Clinic	
Expiration Date:	06/30/26	Suite A	% total project 18.28%
Term (months):	66 months	Suite D	% total project 5.65%
Tenant Premises:	8,900 sf		
Land Size (if stated):	8 acre		

Rent Schedule: Annual ☑ Monthly ☐ PSF/Year ☐

Date: 07/01/15 $ 90,922.44

In lieu of $90,922.44 market rental payment, and beginning on July 1, 2015, the Sublessee providing services for the care and maintenance of sick and indigent persons, persons who are homeless, or have low income, as well as abused and/or neglected children who are residents of Las Cruces and the surrounding area of Dona County. The services to the public shall be at least equal in value to the Market Annual Rate and are to be performed on an on-going basis during the Sublease Term. Sublessee shall provide a report to the Sublessor at least annually to document the type of services with both quantity and quality measures which describes the caseload of services and the approximate amount of same being offered to residents of the City.

Storage Space Rent Schedule (if no SF is attributable to the storage space): Annual ☐ Monthly ☐ PSF/Year ☐

Date: $

Date: $

Reimbursements:

Method: NNN ☐ Gross w/ BY ☐ Full Service ☐ Other ☑

Refer to Exhibit C for Maintenance Responsibilities. The City shall be responsible for maintenance and repair of major mechanical systems and the roof. City shall be responsible for capital improvements and major maintenance items. City is also responsible for building renovations. City shall bill Lessee for minor repairs at normal hourly rates. Lessee shall maintain the Property excluding City's responsibilities. Lessee shall be responsible for all maintained in Exhibit C and provide a quarterly log. Lessee shall pay all utilities cost for electric power, water, waste water and natural gas, telecommunications and valid taxes, assessments, license and fees.

Expense Category:	Base Year:	Amount:

Gross-Up: Yes ☐ No ☑

Percentage:

Options:

Renewal Options: Yes ☐ No ☑

Tenant excercised it option to renew for that period from 12/1/21 thru 6/30/26. Tenant has no other renewal rights.

Sublease Yes ☑ No ☐

Lessee has the responsibility of issuing, requiring and executing subleases for any other organization providing services. All sub-leases must insure the Lessor responsiblities as stated herein are passed through as

Expansion Options: Yes ☐ No ☑

Parking: (noted in lease) Yes ☑ No ☐

131 Total, 8 ADA and approximately 40 unmarked. The parking area on the Leasehold Property shall be for the exclusive use of the customers, clients, patrons, officers and employees of the Lessee. Lesseee must accomidate parking needs as a result of expansion to meet code.

Percentage Rent: Yes ☐ No ☑

Percentage:

Breakpoints:

Offsets: Yes ☐ No ☐

Outstanding LC's or TI's: Yes ☐ No ☑

	Com Date	Exp Date
1st Amend	12/1/2020	6/30/2026
Lease	12/1/2015	11/30/2020

Exhibit A: *Lease Abstract (Continued)*

Lease Abstract

Prepared by:	**Real Estate Advisors LLC**			Date:	**2/8/2022**
Tenant:	**Casa de Peregrinos - Warehouse**			Property:	**999 West Amador Ave.**
Commencement Date:	07/01/15	Casa de Peregrinos	% of total project		12.71%
Expiration Date:	12/30/25				
Term (months):	60 Months				
Tenant Premises:	4,727 sf				
Land Size (if stated):	8 acre				

Rent Schedule: Annual ☑ Monthly ☐ PSF/Year ☐

Date: 07/01/15 $ 55,823.25

In lieu of $55,823.25 market rental payment, and beginning on July 1, 2015 (original Sub Lease Agreement) and extended for an addtional 5 Years on December 1, 2020, the Sublessee provideds for the care and maintenance of sick and indigent persons, persons who are homeless, or have low income, as well as abused and/or neglected children who are residents of Las Cruces and the surrounding area of Dona County. The services to the public shall be at least equal in value to the Market Annual Rate and are to be performed on an on-going basis during the Sublease Term. Sublessee shall provide a report to the Sublessor at least annually to document the type of services with both quantity and quality measures which describes the caseload of services and the approximate amount of same being offered to residents of the City.

Storage Space Rent Schedule (if no SF is attributable to the storage space): Annual ☐ Monthly ☐ PSF/Year ☐

Date: $

Date: $

Reimbursements:

Method: NNN ☐ Gross w/ BY ☐ Full Service ☐ Other ☑

Refer to Exhibit C for Maintenance Responsibilities. The City shall be responsible for maintenance and repair of major mechanical systems and the roof. City shall be responsible for capital improvements and major maintenance items. City is also responsible for building renovations. City shall bill Lessee for minor repairs at normal hourly rates. Lessee shall maintain the Property excluding City's responsibilities. Lessee shall be responsible for all maintained in Exhibit C and provide a quarterly log. Lessee shall pay all utilities cost for electric power, water, waste water and natural gas, telecommunications and valid taxes, assessments, license and fees.

Expense Category:	Base Year:	Amount:

Gross-Up: Yes ☐ No ☑

Percentage:

Options:

Renewal Options: Yes ☐ No ☑

Tenant excercised it option to renew for that period from 12/1/20 thru 12/30/25. Tenant has no other renewal rights.

Parking: (noted in lease) Yes ☑ No ☐

131 Total, 8 ADA and approximately 40 unmarked. The parking area on the Leasehold Property shall be for the exclusive use of the customers, clients, patrons, officers and employees of the Lessee. Lesseee must accomidate parking needs as a result of expansion to meet code.

Sublease Yes ☑ No ☐

Lessee has the responsibility of issuing, requiring and executing subleases for any other organization providing services. All sub-leases must insure the Lessor responsiblities as stated herein are passed through as

Percentage Rent: Yes ☐ No ☑

Percentage:

Breakpoints:

Offsets: Yes ☐ No ☐

Expansion Options: Yes ☐ No ☑

Outstanding LC's or TI's: Yes ☐ No ☑

	Com Date	Exp Date
1st Amend	12/1/2020	12/30/2025
Lease	12/1/2015	11/30/2020

Exhibit A: *Lease Abstract (Continued)*

Lease Abstract

Prepared by:	**Real Estate Advisors LLC**		Date:	**2/8/2022**	
Tenant:	**El Caldito Soup Kitchen**		Property:	**999 West Amador Ave.**	
Commencement Date:	07/01/15	El Caldito Soup Kitchen	Size:	13.98%	
Expiration Date:	12/30/25		Size:		
Term (months):	60 Months		Size:		
Tenant Premises:	5,200 sf		Size:		
Land Size (if stated):	8 acre		Size:		

Rent Schedule: Annual ☑ Monthly ☐ PSF/Year ☐

Date: 07/01/15 $ 53,487.42

In lieu of $53,487.42 market rental payment, and beginning on July 1, 2015, the Sublessee providing services for the care and maintenance of sick and indigent persons, persons who are homeless, or have low income, as well as abused and/or neglected children who are residents of Las Cruces and the surrounding area of Dona County. The services to the public shall be at least equal in value to the Market Annual Rate and are to be performed on an on-going basis during the Sublease Term. Sublessee shall provide a report to the Sublessor at least annually to document the type of services with both quantity and quality measures which describes the caseload of services and the approximate amount of same being offered to residents of the City.

Storage Space Rent Schedule (if no SF is attributable to the storage space): Annual ☐ Monthly ☐ PSF/Year ☐

Date: $

Date: $

Reimbursements:

Method: NNN ☐ Gross w/ BY ☐ Full Service ☐ Other ☑

Refer to Exhibit C for Maintenance Responsibilities. The City shall be responsible for maintenance and repair of major mechanical systems and the roof. City shall be responsible for capital improvements and major maintenance items. City is also responsible for building renovations. City shall bill Lessee for minor repairs at normal hourly rates. Lessee shall maintain the Property excluding City's responsibilities. Lessee shall be responsible for all maintained in Exhibit C and provide a quarterly log. Lessee shall pay all utilities cost for electric power, water, waste water and natural gas, telecommunications and valid taxes, assessments, license and fees.

Expense Category:	Base Year:	Amount:	Gross-Up:	Yes ☐	No ☑
			Percentage:		

Options:

Renewal Options: Yes ☑ No ☐

Tenant excercised it option to renew for that period from 12/1/20 thru 12/30/25. Tenant has no other renewal rights.

Sublease Yes ☑ No ☐

Lessee has the responsibility of issuing, requiring and executing subleases for any other organization providing services. All sub-leases must insure the Lessor responsiblities as stated herein are passed through as

Expansion Options: Yes ☐ No ☑

Parking: (noted in lease) Yes ☑ No ☐

131 Total, 8 ADA and approximately 40 unmarked. The parking area on the Leasehold Property shall be for the exclusive use of the customers, clients, patrons, officers and employees of the Lessee. Lesseee must accomidate parking needs as a result of expansion to meet code.

Percentage Rent: Yes ☐ No ☑

Percentage:

Breakpoints:

Offsets: Yes ☐ No ☐

Outstanding LC's or TI's: Yes ☐ No ☑

	Com Date	Exp Date
1st Amend	12/1/2020	12/30/2025
Lease	12/1/2015	11/30/2020

Exhibit A: *Lease Abstract (Continued)*

Lease Abstract

Prepared by:	**Real Estate Advisors LLC**			Date:	**2/8/2022**
Tenant:	**Jardin de los Ninos Inc.**			Property:	**999 West Amador Ave.**
Commencement Date:	07/01/15	Jardin De Los Ninos		%	32.80%
Expiration Date:	12/30/25				
Term (months):	60 Months				
Tenant Premises:	12,200 sf				
Land Size (if stated):	8 acre				

Rent Schedule: Annual ☑ Monthly ☐ PSF/Year ☐

Date: 07/01/15 $ 144,060.00

In lieu of $144,060 market rental payment, and beginning on July 1, 2015, the Sublessee providing services for the care and maintenance of sick and indigent persons, persons who are homeless, or have low income, as well as abused and/or neglected children who are residents of Las Cruces and the surrounding area of Dona County. The services to the public shall be at least equal in value to the Market Annual Rate and are to be performed on an on-going basis during the Sublease Term. Sublessee shall provide a report to the Sublessor at least annually to document the type of services with both quantity and quality measures which describes the caseload of services and the approximate amount of same being offered to residents of the City.

Storage Space Rent Schedule (if no SF is attributable to the storage space): Annual ☐ Monthly ☐ PSF/Year ☐

Date: $

Date: $

Reimbursements:

Method: NNN ☐ Gross w/ BY ☐ Full Service ☐ Other ☑

Refer to Exhibit C for Maintenance Responsibilities. The City shall be responsible for maintenance and repair of major mechanical systems and the roof. City shall be responsible for capital improvements and major maintenance items. City is also responsible for building renovations. City shall bill Lessee for minor repairs at normal hourly rates. Lessee shall maintain the Property excluding City's responsibilities. Lessee shall be responsible for all maintained in Exhibit C and provide a quarterly log. Lessee shall pay all utilities cost for electric power, water, waste water and natural gas, telecommunications and valid taxes, assessments, license and fees.

Expense Category:	Base Year:	Amount:

Gross-Up: Yes ☐ No ☑

Percentage:

Options:

Renewal Options: Yes ☑ No ☐

Tenant excercised it option to renew for that period from 12/1/20 thru 12/30/25. Tenant has no other renewal rights.

Sublease Yes ☑ No ☐

Lessee has the responsibility of issuing, requiring and executing subleases for any other organization providing services. All sub-leases must insure the Lessor responsiblities as stated herein are passed through as

Expansion Options: Yes ☐ No ☑

Parking: (noted in lease) Yes ☑ No ☐

131 Total, 8 ADA and approximately 40 unmarked. The parking area on the Leasehold Property shall be for the exclusive use of the customers, clients, patrons, officers and employees of the Lessee. Lesseee must accomidate parking needs as a result of expansion to meet code.

Percentage Rent: Yes ☐ No ☑

Percentage:

Breakpoints:

Offsets: Yes ☐ No ☐

Outstanding LC's or TI's: Yes ☐ No ☑

	Com Date	Exp Date
1st Amend	12/1/2020	12/30/2025
Lease	12/1/2015	11/30/2020

Exhibit B: *Lease Article 4. Maintenance and Repairs*

Article 4. Maintenance and Repairs

A. Lessee and City shall jointly share the responsibility for maintenance and repair of the Leasehold Property as defined in this Article 4 and more specifically defined on Exhibit 'C' The City shall be responsible for maintenance and repair of major mechanical systems and the roof. Lessee shall be responsible for servicing and maintenance of the building and equipment therein. Lessee agrees to comply with the City building codes at all times.

B. The City shall be responsible for capital improvement and major maintenance items as set out on Exhibit C attached hereto and made a part hereof being within the buildings owned by City. The City shall also be responsible for necessary building renovations as determined by the City, and as deemed necessary from time to time during the Lease. City will bill Lessee for requested minor repairs at normal hourly rate.

C. Lessee shall maintain the Leasehold Property and any improvements, fixtures, or equipment on the Leasehold Property in a workman-like manner excluding the City's responsibilities in Sections 5A and 5B above. Lessee shall be responsible for all maintenance responsibilities as set out on Exhibit 'C' attached hereto and made a part hereof.

D. Lessee shall maintain and provide the City with a copy of written log on a quarterly basis of the maintenance records whether handled by their staff or contracted to an outside party. Any servicing maintenance or replacement parts must meet and be maintained as per manufacturer recommendations and specifications.

E. Lessee shall be responsible for any expenses required to repair or replace any damage or injury done to the building, or any part thereof, caused by Lessee, Lessee's agents, employees, licensees, invitees or visitors, provided, however, if Lessee fails to make such repairs or replacements promptly, City may at its option, make such repairs or replacements and Lessee shall pay the cost thereof to City on demand.

F. City, its officers, agents and representatives, subject to any security regulations imposed by any government authority or Lessee, shall have the right to enter all parts of the premises, subject to a Twenty-four (24) hour notice and at a reasonable hour, to inspect, clean, make repairs, conduct safety inspections on the buildings or premises which are reasonably required and as it may deem necessary or desirable, or to provide any service which it is obligated to furnish to Lessee. Notwithstanding the above, the City shall have the right to enter the Leasehold Property without notice in the event of an accident or urgent situation, such as a fire, medical or police emergency being declared on the Leasehold Property.

G. All trade fixtures, portable buildings, equipment and other personal property brought, installed, erected or placed by Lessee in, on or about the Leasehold Property shall be deemed to be personal and shall be and remain the property of Lessee, except as otherwise provided herein; and Lessee shall have the right at any time during the term hereof when not in default and when not prohibited by any mortgages of Lessee to remove any or all of its property, subject to Lessee's obligation to repair all damage, if any resulting from such removal. All such portable buildings, trade fixtures, and other personal property of Lessee shall be removed by Lessee from the Leasehold Property at the expiration of this Lease or the expiration of any renewal hereof, whichever occurs last, unless this Lease is earlier terminated as provided for herein.

Exhibit C: *Maintenance Responsibilities*

Maintenance Responsibilities – Page 1

City of Las Cruces shall be responsible for the following:

- Capital Improvements and major maintenance items.
- Necessary building renovations, as determined by the City, and deemed necessary time to time during the lease.
- Roof repair and replacement
- Fire alarms
- Parking lot repaving and repair
- Parking lot lighting fixture and bulbs and time set for lights
- Boiler repair and replacement
- Heating and Cooling system equipment replacement-including maintenance of filters
- Plumbing system replacement
- Light systems and fixtures for interior and exterior of buildings and parking lot
- Power distribution-wiring or main breaker panel
- Built in Refrigerators and Freezers in Casa De Peregrinos only
- Landscaping Irrigation system
- Replacement, Maintenance and Repair of Grease Trap
- Exterior Doors, also include Glass Exterior doors.
- Windows

Mesilla Valley Community of Hope shall be responsible for the following:

Agencies must obtain written permission through MVCH first then City's Facility Department, or assigned must be notified before making any alterations or improvements of a permanent nature to the grounds or buildings

- Responsible for all Kitchen equipment repair and replacement except for built-in refrigerated equipment
- Kitchen refrigeration equipment (Built In)-Equipment in Caldito only
- All laundry equipment or replacement
- Any other equipment at the Leasehold property that is owned by the Lessee or Lessee's clients or visitors.
- Maintain and keep the interior of the Leasehold property in good repair and condition at the Lessee's expense
- Interior Cleaning, painting, custodial and landscaping services as necessary
- Responsible for all plate Glass
- Glass Doors
- Glass Walls-Interior
- Light bulbs Interior
- Interior Doors
- Interior Flooring
- Carpet
- Ceiling vent and duct cleaning

Exhibit C: *Maintenance Responsibilities (Continued)*

Maintenance Responsibilities – Page 2

Mesilla Valley Community of Hope shall be responsible for the following:

- Landscaping, Plants, Lawn and Landscaping materials
- Exterior plumbing associated with Camp Hope
- Grease Traps, cleaning
- Intrusion Alarms
- Fire Extinguishers
- Hood Alarm-Operational done with annual inspection
- Pest Control
- Clogs drains and lavatories
- Keys and any Key replacement. City must be provided with duplicate keys. Upon agreement termination all keys must by surrendered to the City
- Clean and sweeping of Parking and Driveway and Campus area.
- Provide a copy of quarterly written maintenance log to the city of all services performed.

Appendices

1. MVCH Agency Information

Mesilla Valley Community of Hope (MVCH)

Mission

MVCH serves the homeless and near-homeless population in Las Cruces and Doña Ana County. MVCH started from an alliance of faith organizations, community leaders and homeless service providers who in 1991 envisioned a common campus where services would be provided. MVCH was officially incorporated in 1993, and has occupied its space on the campus since Building 3 was completed in 2005.

The mission of Mesilla Valley Community of Hope is to promote dignity and empowerment among the homeless population by providing shelter services, case management, income support, and permanent housing programs. MVCH envisions a world in which homelessness and poverty are eradicated.

Services

MVCH provides a variety of services designed to assist with the provision of temporary and permanent housing for its clients with the ultimate goal of getting the client into permanent housing. MVCH staff provide case management and support resources including a clothing bank, laundry, shower facilities, mail, internet access, income support, day labor programs, and linkages to other service providers.

- Several housing support options are available through MVCH including individual apartments, subsidized rent, veterans housing, group homes for the chronically homeless and for chronically homeless women. MVCH also provides assistance in furnishing homes and providing household goods.
- Camp Hope is a tent city located on the MVCH campus which provides a safe place for homeless residents to stay while they transition to housing. The campground amenities include full service bathrooms, a kitchen and 3-sided shade structures on 45 tent pad sites.
- Desert Hope, MVCH's latest initiative is a permanent supportive housing project developed in collaboration with the Mesilla Valley Housing Authority and the City of Las Cruces. The facility can house up to 40 people and is supported by MVCH staff on-site to offer supportive services to help residents avoid homelessness.

Staffing

MVCH staff includes approximately 19 full-time, 6 part-time, and 5 contract personnel. Additionally, MVCH is supported by several volunteers and interns. Some MVCH personnel oversee and are housed at the agency's group homes located throughout the community.

Potential additional future staff include a future deputy director/HR manager, and additional housing stability staff.

Existing Facility Condition / Concerns

MVCH is currently located in the east side of Building 3, which it shares with Casa de Peregrinos. MVCH's side of the building includes administrative and counseling offices and support resource facilities including a clothing bank, laundry facilities, toilet and shower facilities, and a resource/day activities room.

- The agency has long outgrown the facility - it lacks sufficient administrative office space, and administrative staff currently share offices, some with 3 or 4 to a room. Interview/intake rooms and rooms intended for a clothing bank have been taken over for administrative offices, and workstations have been installed in corridors. There is only one staff restroom and no real break room.
- The building is worn from heavy use. In particular the toilet and restroom facilities provided to their clientele require updates.
- The agency is constantly acquiring donations including clothing, personal hygiene items, furniture, and other household items. Storage space is inadequate and must be augmented by external transportainers located behind the building.
- Traffic in and out of the building is constant, and is further exacerbated by the activities and traffic in and out of the Casa de Peregrinos Food Rescue Warehouse on the west side of the building. Both MVCH and Casa de Peregrinos share one public front access point, which is a hang-out area for their clients.
- There is insufficient parking for staff and visitors, and on days when the Food Rescue Warehouse does food distributions the vehicular traffic can be heavy.

Potential Future Program Growth

MVCH anticipates being able to expand into the current Casa de Peregrinos space in Building 3 once the food bank moves into its new facility. This will almost double the space available for MVCH's functions and activities, but may not be totally sufficient to meet the program's space needs. Relocating the Food Rescue Warehouse activities will also serve to alleviate much of MVCH's parking needs.

In addition to sufficient administrative office and support space, MVCH requires additional storage space, along with better outdoor covered shaded areas for its clients to congregate during the day while they await their turn accessing resources inside the building.

MVCH does not anticipate significant expansion of Camp Hope, as its goal is to work toward permanent housing rather than temporary, transitional housing.

Master Planning Considerations

- MVCH has strong ties to El Caldito and to Amador Health Center, and the current adjacency to these provider services is good. However, the proximity of MVCH and the Center to Jardin de los Niños is problematic. Children attending the daycare facility are often exposed to inappropriate adult activities as there is little separation and no screening between the two facilities.
- Adjacency to Camp Hope is desirable for oversight and support.
- There is a potential for additional supportive permanent housing similar to Desert Hope on the newly acquired property.
- Warehouse storage could be a shared asset with other campus agencies.

Amador Health Center

Program

Amador Health Center (AHC) provides medical care, dental care, pharmacy, behavioral health care, drug and alcohol recovery support, and harm reduction care services to members of the community, including the homeless and indigent. The health center turns no-one away regardless of insurance coverage, criminal background, immigration status, sexual orientation, drug use or ability to pay.

AHC's mission is to provide access to vital integrated health and wellness services to our community, and to promote dignity, one life at a time

ACH's vision is to provide care and bridge gaps between social services and people in need to restore hope and break the cycle of poverty

AHC was incorporated in 1990 as St. Luke's Health Care Clinic, and opened its doors in January of 1991. The health center moved into the MVCH campus in 1998, sharing Building 1 with El Caldito soup kitchen and a family shelter. In 2017, the health center expanded into what was the family shelter at the north side of the building, renovating the space into modern medical and behavioral health clinical space, renaming itself as the Amador Health Center. The original clinic space at the south side of the building is now devoted to substance abuse services.

Amador Health Center is open six days a week, 8:00 AM to 4:30 PM (with some appointment as late as 6:00 PM), and averages about 200 visits per week, or about 5,000 visits per year for around 1,000 patients.

About 50% of AHC's clients are homeless, 45% are low-income and immigrant community members, and about 5% are farm workers.

Services Provided

AHC provides Clinical Care, Dental Care, Pharmacy, Behavioral Health, Harm Reduction, Homeless Clinic and LGBTQ Support services to the greater Las Cruces community. Both in-person and Telehealth services are available, and much of the health center's behavioral health and harm reduction services are performed off-site in patient homes.

Staffing

AHC currently has a staff of 22 full-time employees and 12 part-time employees.

Seven of AHC's staff serve the behavioral health programs located in the south wing of Building 1 (Suite D) - the remaining personnel serve the main health center programs in the north wing (Suite A/B). AHC's staff is augmented by a number of volunteers and partner providers who come to the health center as needed.

Existing Facility Condition / Concerns

Suite A/B was renovated in 2017 and is in good condition, but there remain unmet needs. Two of the exam rooms have been converted to office space so the health center is short two exam rooms. The lobby space is small, and there is one clinical room that is accessed from outside of the secure clinical zone.

The space at the south side of the building (Suite D) has not had any significant renovations, and is not optimally laid out for providing behavioral health services. The lobby space is too big, and the clinical rooms are not soundproof. The space is dated and would benefit from facility renewal efforts to refresh the space.

Planned and Proposed Additions

A new addition to be located at the northeast side of Building 1 is in the planning stages, along with some renovation to expand an existing conference/meeting room. This addition of approximately 3,300 sf will double the size of the conference room, provide about six additional offices, and house a dental suite with four stations.

The new addition will not accommodate all of the clinic staff. A proposed 1,600 sf addition to Suite D at the south end of the building would provide additional offices and counseling rooms for the behavioral health programs.

Potential Future Program Growth

Amador Health Center currently serves about 1,000 patients a year, and anticipates growth at a rate of 5-10% per year to a maximum capacity of 1,500 patients per year at this site.

The health center's patient base is not likely to grow beyond 1,500 at this site. Future growth (in the 5-10 year and beyond timeframe) will likely mean establishing a second location to serve the

patient base that cannot get to the MVCH campus location. However, the agency is a long way from being able to fund and operate a second location.

Potential service expansion might include:

- A walk-in urgent care facility, full dental services (currently provide only preventative dental care services), and more pediatric services.
- Provision of x-ray capabilities
- An OBGYN clinic (with ultrasound equipment)
- A medical respite area where the homeless can stay during recovery after medical procedures (would require overnight patient accommodations and additional staffing)
- Additional counseling/testing rooms

The Behavioral Health services program envisions significant growth, with a goal of serving 100 clients/year. About 70% of the substance abuse clients have other medical issues, so colocation with the health center is important

Other potential services under consideration include diagnostic services, marriage counseling, behavioral management services for children, a custodial pharmacy, and hosting of programs such as Alcoholics Anonymous meetings.

The proposed addition to Suite D would accommodate much of the proposed program growth needs.

Master Planning Considerations

Amador Health Center gets many of its referrals from the other agencies located on the MVCH campus, and some of its staff provide services to Jardin de los Niños.

The health center's needle exchange program is in close proximity to the daycare center, which is a concern.

Both the planned expansion on the north side and the proposed expansion on the south side further exacerbate circulation around Building 1, and limit options for addressing delivery access to the soup kitchen.

Based on the health center's potential program growth, in the long-term it may make sense to relocate El Caldito elsewhere on the campus and dedicate all of Building 1 to health center programs. This would also provide an opportunity to address the needs of the soup kitchen in a new facility.

El Caldito Soup Kitchen

Program

El Caldito's mission is to provide a healthy meal daily, in a safe and clean environment, for any hungry person.

El Caldito's vision is to continue to fight hunger by providing nutritious meals to our community until the need no longer exists.

Founded in January of 1984, El Caldito started out offering a mid-day meal once a week at St. Andrew's church, prepared by volunteer groups from several community churches. El Caldito occupied their current facility on the MVCH campus in 1998, and has over time grown and expanded its programs offering hot meals six days a week, and a sack lunch on Saturdays, 365 days a year.

Services Provided

El Caldito serves breakfast Monday through Friday and lunch Sunday through Friday. A typical breakfast or lunch service provides between 150 and 225 meals. Meal preparation begins at 6:00 AM, and is largely prepared by community volunteers.

- Breakfast is served from 7:00 AM to 8:30 AM
- Lunch is served from 11:30 AM to 1:00 PM Sunday through Friday
- A sack lunch is distributed from 11:30 AM to 12:00 PM on Saturdays.

El Caldito operates a gleaning program (also with volunteers) that collects unused quality food items from local bakeries, restaurants, hospitals, supermarkets and farms for use in preparing its meals.

The kitchen also prepares and delivers meals to migrant workers and asylum-seeking immigrants in the Las Cruces area.

El Caldito serves full holiday meals for Easter, Thanksgiving and Christmas.

El Caldito's dining facility is also utilized by a day labor program each morning.

Staffing

Caldito has only four (4) paid staff - an operations manager, a business manager, a kitchen assistant and a custodian.

All food preparation is done by community volunteers (10 to 15 volunteers are schedule each day).

Volunteers are from the community, student and church groups, service organizations, and various businesses. Most are retirees.

Existing Facility Condition / Concerns

- The existing dining room has a maximum capacity of 96, and is often at capacity.
- The kitchen and baking areas are tight, with insufficient space around equipment to meet OSHA safety guidelines.
- Storage for dry goods, refrigerated goods, pots, pans and dishware is also insufficient. El Caldito has expanded into space formerly part of the shelter (now the health center), and has

added a small storage room on the east side of the building. It also relies on transportainers for additional storage, and must use off-site freezer space to meet its storage needs. The cooling system does not serve the addition.

- The facility does not have sufficient space for the agency's office needs - a storage room has been commandeered for office space.
- There is inadequate parking space for volunteers, and the delivery area is difficult for large vehicles to maneuver.

Potential Future Program Growth

El Caldito does not plan to offer evening meals, but would like to expand its satellite kitchen/ dining capability to provide meals to those who cannot get to the MVCH campus. The agency is contemplating servicing the southern Mesilla Valley communities. One potential solution is acquisition of a mobile kitchen unit.

El Caldito would like to see the following improvements to its facility:

- Expand and upgrade the kitchen
- Expand the dining area to provide for a higher capacity, and provide outdoor, shaded dining opportunities
- Extend cooling to service the storage addition Acquire additional office space
- Construct more dry and cold storage space to replace the transportainers and off-site storage
- Improved delivery capabilities including a loading dock that can accommodate semi-trucks and other large delivery vehicles
- Additional staff and volunteer parking

Master Planning Considerations

- El Caldito occupies the center suite in Building 1, and is landlocked with limited expansion options.
- The service and delivery side of the building (east side) presents a challenge for semi-trucks and large delivery vehicles. Turn-around space is limited.
- El Caldito has very strong ties to Casa de Pelegrinos (70% of its food supplies are provided by the food rescue warehouse), and much of its clientele also get support services from MVCH in Building 3 and from the Amador Health Center, with which it shares Building 1.
- Adjacency to Jardin de los Niños is not a requirement.
- Warehouse storage could be a shared asset with other campus agencies, if shared management concerns can be resolved.
- The master plan should consider potentially relocating El Caldito to a new facility on the site and allowing the health center to occupy all of Building 1.

Jardin de los Niños

Program1

Jardin de los Niños provides childcare and early childhood education to children from the age of six weeks to 10 years old who are homeless and near-homeless.

Funding for the program comes from a variety of sources, including city, state and federal funds, private donations and fund raising events.

The need for safe childcare for homeless families was identified by community leaders in 1994, and Jardin de los Niños opened its doors at Peace Lutheran church in December of 1995. The program moved into a new purpose- built facility on the MVCH campus in 2001 as one of only two programs in the state serving the homeless population, and one of five programs of its kind in the nation.

Services Provided

Jardin operates a five-star educational program that supports its children and families. In conjunction with the Amador Health Center, Jardin also provides pediatric clinic and behavioral health services. Services are provided for five age levels:

- Infant
- Mobile Infant (combined with Infant)
- Toddler / Early pre-K
- Pre-Kindergarten
- School programs for Elementary age students

The program operates from 7:30 am to 2:30 pm, plus after-school programs that continue until 5 pm.

Jardin provides bus transportation services for children who do not have reliable transportation, including AM pickups and PM rides home. The after-school program picks up students at nearby schools and provides rides home after 5 pm if needed.

The agency accepts donations of educational materials, clothing, toys and other supplies that are provided to the needy. Jardin also provides a meals for its children, including food baskets sent home with the child on Fridays to ensure they have food for the weekend.

Staffing

Jardin currently has a full-time staff of 19, which is supported by numerous volunteers, interns, therapists and parents.

On any given day there may be up to 35 personnel on site including the above staff, 10 volunteers, 5 interns, 3 or 4 therapists and up to 30 parents.

Existing Facility Condition / Concerns

Jardin management has identified the following areas of concern:

- HVAC controls are problematic, and it is unclear which thermostats control which building zones (some of these issues may be resolved by the ongoing ESCO building controls upgrade project)
- The roof leaks and is in need of replacement (on 2023 ICIP list)
- The courtyard has drainage issues and has flooded in the past, impacting walls inside the building around the courtyard perimeter. Although some drainage correction has been completed, flooding in the courtyard is still a problem during heavy monsoon rains.
- Parking for staff, visitors and busses is inadequate. Currently no dedicated parking is assigned to the daycare center. Ideally Jardin should have about 50 dedicated parking spaces.
- Jardin administrators would like to have the outdoor play area walls raised to provide additional security and privacy.
- Some landscaping tree selections have thorns that are a hazard, and should be removed and replaced.
- The playground areas require renovation - equipment is outdated with wood play structures and sand fall areas.
- Security concerns identified include inadequate door access controls, insufficient security camera coverage, and a lack of a secure/safe room for lock-down events.
- Additionally, the planning team has observed the following areas of concern:
- Appropriate, well-designed drop-off and pick-up lanes are non-existent on the site.
- There is insufficient separation between the daycare areas and other service providers on the campus, and the children in the program can be exposed to inappropriate adult activity.
- Several key functional areas including the multi-purpose/lunch room and the kitchen are too small for the functions served, and equipment is too tight to meet OSHA safety requirements.
- Storage for supplies, chairs and donations is inadequate.

Potential Future Program Growth

Jardin de los Niños has a maximum capacity of 55 inside (185 including outside capacity). The program does not currently provide outside instruction due to a lack of appropriate outdoor spaces.

The program has a long waiting list, but cannot expand its offerings within the existing facility. The program would like to double its classroom capacity with an additional seven (7) classrooms.

Other desired spaces include:

- A larger cafeteria
- A large conference/board room
- Additional storage rooms for chairs, tables, donations, etc.

- Dedicated clinical and behavioral health therapy rooms
- A dedicated mother's room
- A separate laundry room (now doubles as a pantry)
- Outdoor Classrooms / larger play areas / more outdoor storage
- Secure, covered parking for the bus fleet (currently have 3 busses)
- Adequate parking for staff, visitors and parents, sufficient to meet the demand generated by the proposed expansion (potentially double the existing)

Master Planning Considerations

- The location of Jardin de los Niños in the center of the campus poses challenges in keeping the children separated and shielded from adult activities occurring on the MVCH campus.
- Expansion of the facility is limited due to access and site circulation needs for the center and the adjacent service providers. Access to the CLC utility building at the southeast corner of the campus must be maintained.
- Identifying potential locations for appropriately designed drop-off and pick-up zones and additional parking areas while maintaining access to other campus service/delivery areas will be challenging.
- Deliveries from large vehicles and semi-trucks are a regular occurrence, and can be challenging due to the limited circulation and turn-around space.
- Warehouse storage could be a shared asset with other campus agencies.

Casa de Peregrinos Food Rescue Warehouse

Program

Casa de Peregrinos Food Rescue Warehouse was founded in 1979 with a vision to provide food and shelter to the homeless and transient population of Doña Ana county. Today, the agency operates a food distribution system for the needy based at the MVCH campus, with mobile pantries distributed throughout the county.

The current location of Casa de Peregrinos is in the west side of Building 3 of the campus, which is shared by MVCH. It was occupied in 2005.

A recently acquired building adjacent to the MVCH campus is currently being designed to house Casa de Peregrinos, and is scheduled for occupancy in the summer of 2022.

Services Provided

Casa de Peregrinos distributes about 4.7 million pounds of food a year, and services about 35,000 people each year.

The Food Rescue Warehouse prepares and distributes +/- 200 food baskets for each distribution, which occur 3 times per week (Monday/Wednesday/Friday). Baskets include fresh foods, canned goods, staples, dairy, and bakery products.

The Food Rescue Warehouse has established several programs to serve the varied populations affected by food insecurity, including seniors, students, the homeless, and those living in rural areas that do not have easy access to in-town distribution centers. Casa de Peregrinos also operates a food rescue program that collects food from local retailers that is past its "sell-by" date but still viable for distribution to low-income families. Casa's Thanksgiving Program distributes fixings for a full holiday meal to the needy at Easter, Thanksgiving, and Christmas.

Staffing

Casa's staffing consists of 14 full-time staff and a support team of about 180 volunteers. Between 5 and 10 volunteers are scheduled on any given day.

Potential future staffing may require up to 2 additional offices.

Existing Facility Condition / Concerns

The existing Casa de Peregrinos space was designed for an annual distribution capacity of 500,000 pounds per year, and the program is now distributing about 4.7m pounds per year, or almost 10x the original intended capacity. The facility is beyond capacity, and like the MVCH suite is worn and in need of updates. Like the MVCH suite, there is only one staff restroom on this side of the building.

Although the program makes do with the existing facility, the space for basket assembly, food storage, public distribution and administrative offices are all very tight. The agency has added additional cold storage units and shelving within its warehouse space, but still has to augment both its dry and refrigerated storage capacity with transportainers and mobile refrigerated units on campus, and with leased space off-site. With the existing space beyond capacity the agency cannot expand its program offerings.

Parking is a concern, particularly on distribution days.

Potential Future Program Growth

Casa de Peregrinos anticipates the renovation of the recently acquired former Horse and Hound building will meet its current needs, along with space to implement some desired new programs.

Leadership at Casa de Peregrinos believes that the recent acquisition of additional property adjacent to the former Horse and Hound presents new opportunities for the agency. The vision is for the agency to expand its program offerings to assist in lifting more people out of poverty, providing training for people to work in food-related industries.

Partnerships could be forged with entities associated with economic development, community development, workforce training, education and emergency services.

Training could include food and beverage service, food safety certification and food inspector certification.

Business incubator space could be provided for entrepreneurs such as food truck vendors or individuals wishing to produce and market specialty foods. With the appropriate partnerships, business management training could be provided to ensure entrepreneurial start- up success.

Potential Components to serve expanded program services include:

- Large commercial cooking, baking and prep kitchens (where clients/ trainees can produce entrepreneurs' start-up products or where food- truck vendors can prepare goods)
- Clean processing room
- Dry good storage / Refrigerated and Freezer storage (potentially providing storage for start-ups and food truck vendors)
- Shipping and packaging facilities (to allow start-ups to package and ship product)
- A dining room (for food and beverage service training)
- Classrooms
- Other potential opportunities include providing contracted food service to private and charter schools with no kitchens, and providing an emergency disaster kitchen facilities to local emergency preparedness agencies.

Some of these opportunities may mean funding for Casa de Peregrinos changes such that it is no longer a pure non-profit.

Master Planning Considerations

- Casa de Peregrinos has a very close relationship with El Caldito, providing a good amount of the food used in preparing daily meals. A continued location in close proximity is desired.
- Both Casa de Peregrinos and El Caldito have a need for warehouse-type storage for dry goods and for refrigerator/freezer storage. There is a potential for sharing this type of space if control and separation of agency goods can be resolved.
- Both agencies have a need for delivery bays with appropriate loading dock capabilities, which could also be shared.
- Locating Casa de Peregrinos closer to Amador pulls a significant amount of traffic away from the core of the campus, which will in turn alleviate some of the traffic and parking issues identified by the other MVCH agencies.

2. Floor Plans of Existing Campus Buildings

Exhibit 09: *Building 1 Floor Plan*

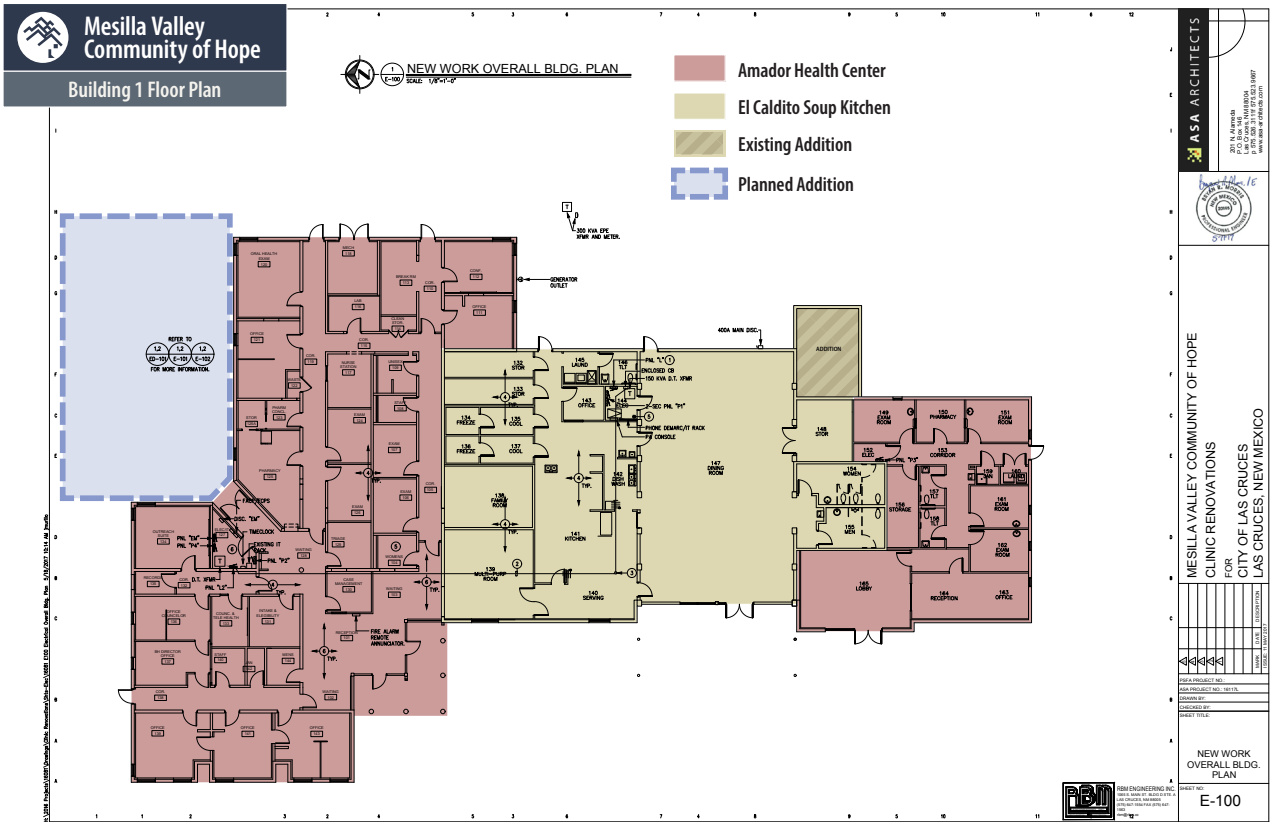


Exhibit 10: *Building 2 Floor Plan*



Exhibit 11: *Building 3 Floor Plan*

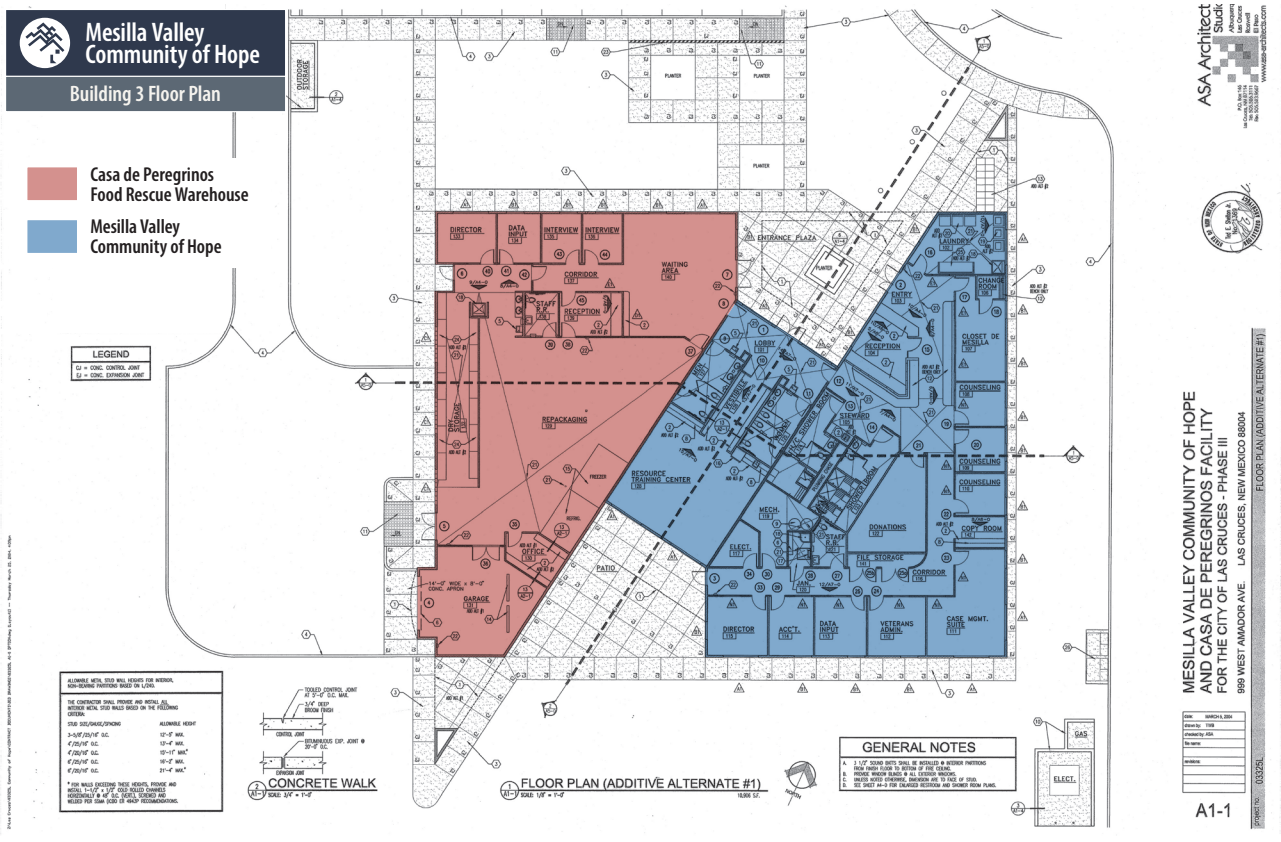
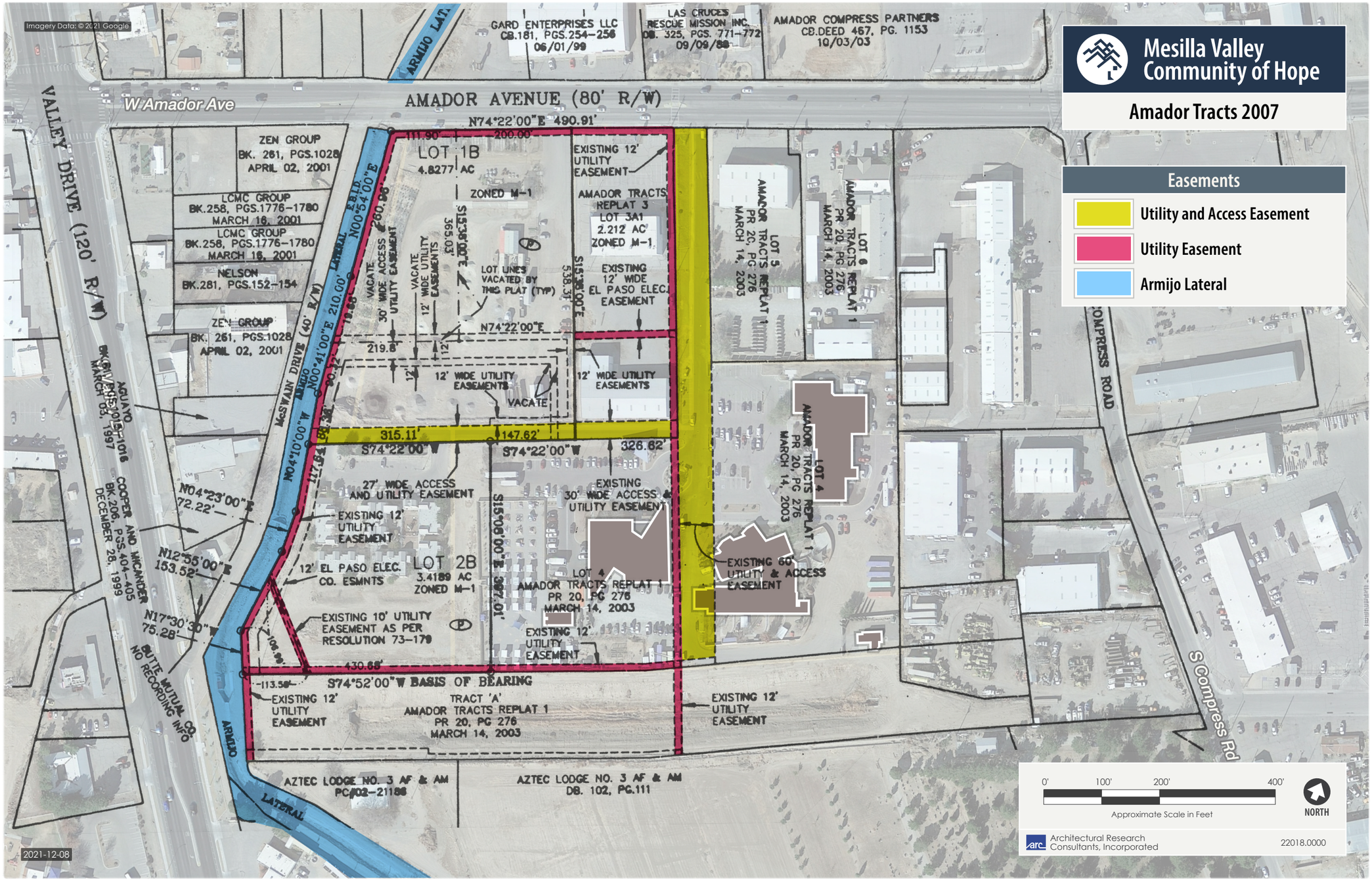
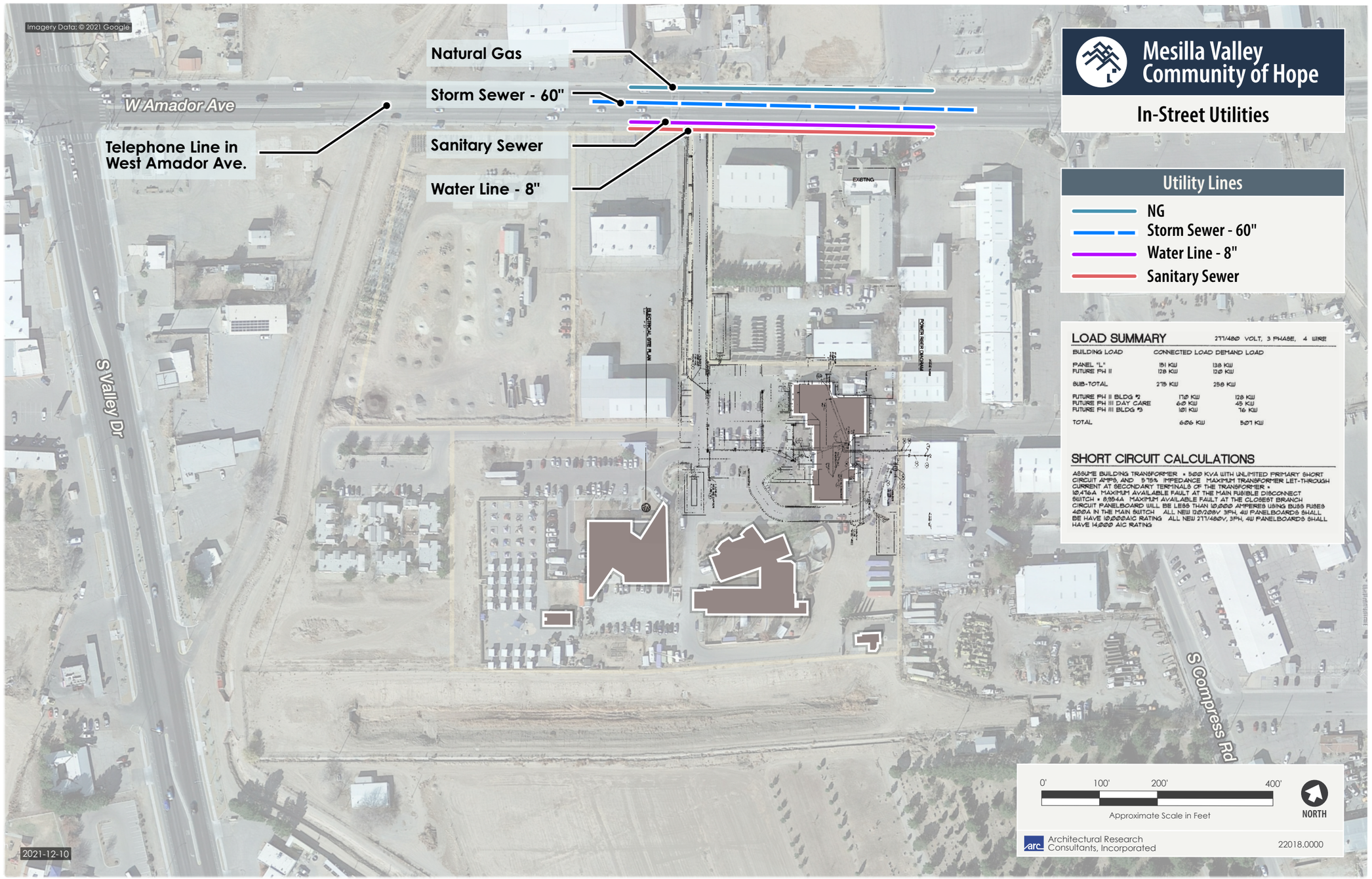


Exhibit 12: *Utility Easements*



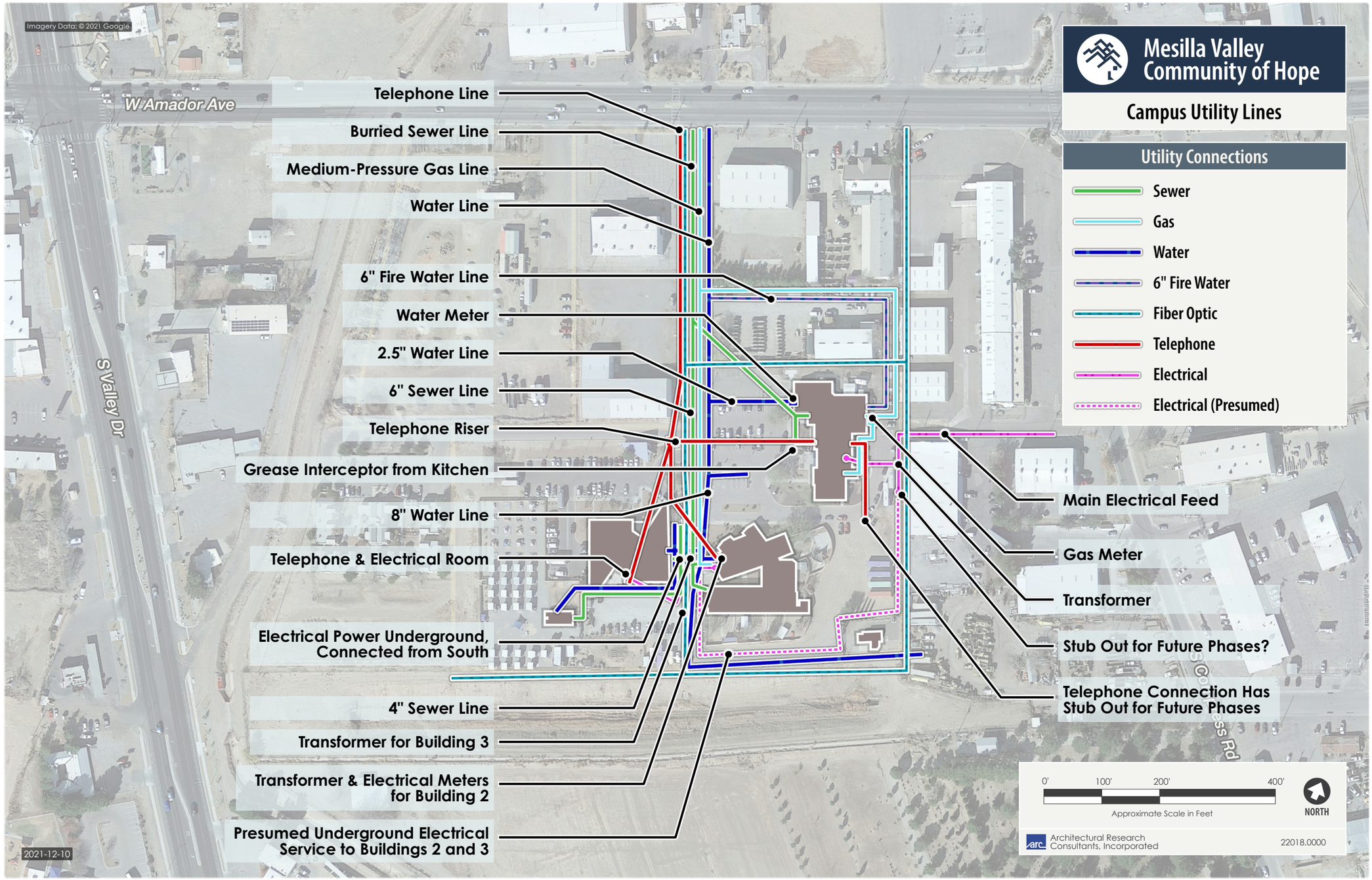
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Exhibit 13: *In-Street Utilities*



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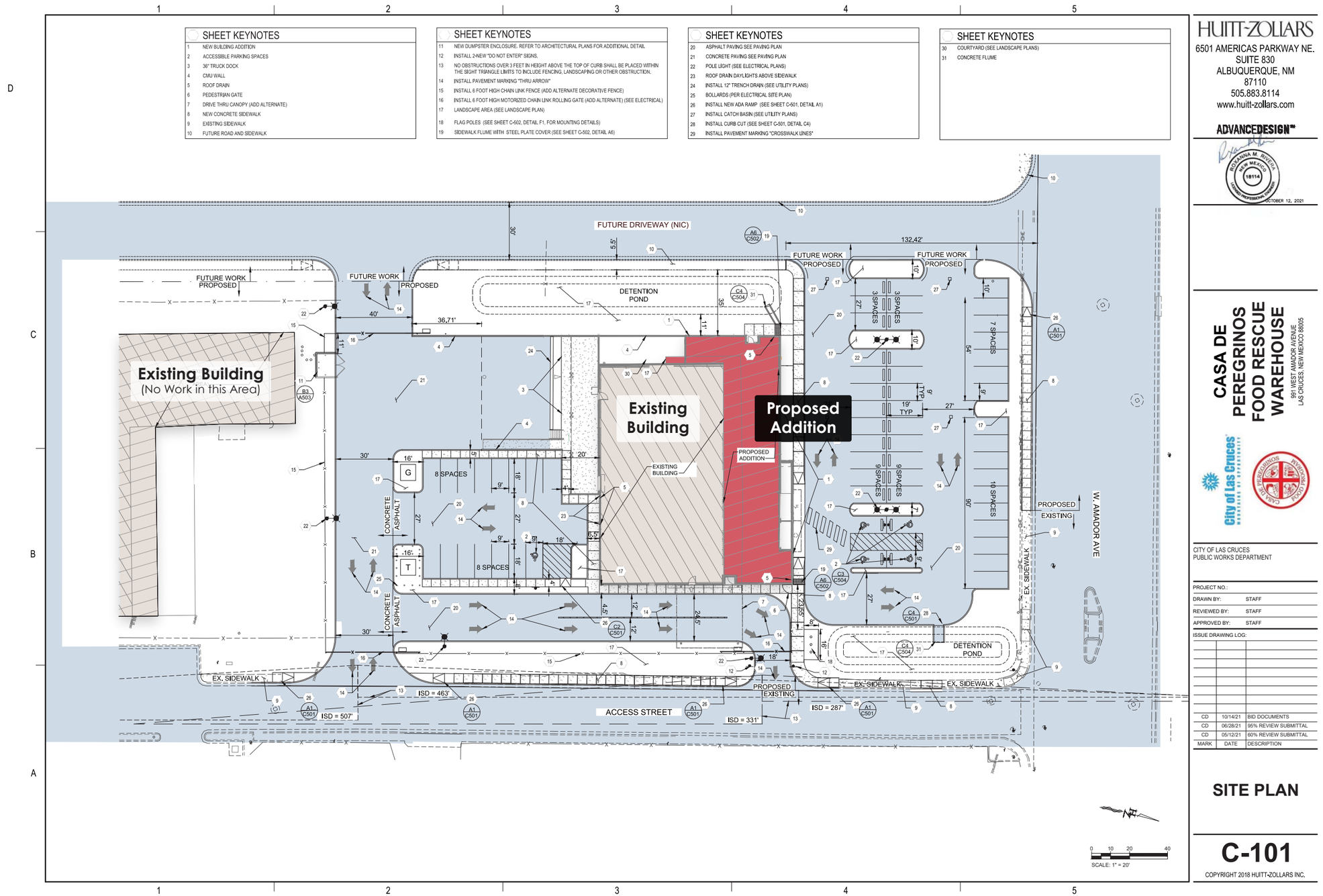
Exhibit 14: *Utility Line Notes*



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4. Casa de Peregrinos Food Rescue Warehouse Site Plan

Exhibit 15: *Casa de Peregrinos Food Rescue Warehouse*



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991 WEST AMADOR AVENUE
LAS CRUCES, NEW MEXICO 88005

City of Las Cruces

CITY OF LAS CRUCES
PUBLIC WORKS DEPARTMENT

PROJECT NO.:	
DRAWN BY:	STAFF
REVIEWED BY:	STAFF
APPROVED BY:	STAFF

ISSUE DRAWING LOG:

MARK	DATE	DESCRIPTION
CD	10/14/21	BID DOCUMENTS
CD	06/28/21	95% REVIEW SUBMITTAL
CD	05/12/21	60% REVIEW SUBMITTAL

SITE PLAN

C-101

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5. Facility Condition Assessment Summaries

This Appendix documents a facility condition assessment of the MVCH campus buildings. ARC's facility evaluator, Margaret Hirsch completed a physical assessment of the facility on July 19 and 20, 2021 which was the basis for this Facility Condition Assessment (FCA).

The FCA includes a data sheet with basic information including building square footage, year of construction and major renovations, replacement value based on estimated current costs per square foot for similar medical/long-term care facilities, a facility condition index (FCI) score, and a score based on ARC's scoring system which looks at site, physical plant, and adequacy and environment.

The FCA also includes a list of recommended capital improvement projects, each with an individual sheet that provides a project description stating the problem or deficiency and the recommended work required to address identified deficiency, along with a preliminary cost estimate that can be used for capital planning.

Assessment Scope

Architectural Research Consultants, Incorporated evaluated all components of the assessment in accordance with the following requirements and recommendations:

- 2015 International Building Code
- CABO/ANSI 117.1 2009
- NMBC 2015 Accessibility Amendments to the IBC 2015
- 2010 Americans with Disabilities Act
- 2015 New Mexico Commercial Building Code
- 2009 New Mexico Energy Conservation Code
- 2015 New Mexico Existing Building Code
- 2012 New Mexico Mechanical Code
- 2017 New Mexico Electrical Code
- 2012 New Mexico Electrical Safety Code

Site considerations include:

- Access: pedestrian access and vehicular access – Site development: landscaping, drainage,walkways, seating, shade
- Safety / security: fencing, lighting, site utilities, fire protection, security
- Accessibility Attributes: ADA walkways, egress routes, ramps, steps, ADA parking

Building considerations include but are not limited to:

- Exterior: foundation / slab exterior walls, exterior doors and windows, roof / roof drainage / access

- Interior: floor finishes, interior walls, interior doors, ceilings, fixtures, casework, equipment, signage / wayfinding
- Systems: HVAC, plumbing, electrical / lighting, energy conservation measures
- Safety / security: communications / security, fire detection / alarm, sprinklers and standpipes systems
- ADA and code compliance: accessible entrances / routes, tactile and Braille signage, protruding objects, ramps and stairs, restrooms.

Cost Estimates

The cost estimates are a compilation of RS Means Cost Estimating Data, and actual costs of local construction company projects within the last two years, adjusted for Truth or Consequences, NM local site conditions for 2020/21. Evaluators calculated these costs as a maximum allowable construction cost (MACC), or the base cost that the State would pay a contractor to perform the work. Evaluators also calculated the total project cost (TPC), which adds "soft costs," or expenses not considered direct construction costs, such as taxes, architectural fees, engineering fees, legal fees, permits, and other pre- and post-construction expenses.

Facility Assessment Report Contents

The results of the assessment includes a web-based report that documents the condition for each building and site. Each report includes:

- An executive summary that describes repair, renovation and maintenance needs for site, building, HVAC and roof, as well as how well the building is supporting the assigned activities and programs.
- Facility condition index (FCI) scores are based on a national scoring system that applies only to building condition. The FCI score is ratio of the cost of repairs to the building within the next five years divided by the current replacement value (CRV) of the building (insurance) based on the age and condition of each building system with respect to its expected life cycle.
- An ARC condition rating score which is a composite weighted scoring method that reflects the observed conditions for the site, building, and functional adequacy.
- Buildings scoring 90-100% are considered "excellent," ("A") indicating recommended minor upgrades or cyclical improvements. Scores of 80-89% ("B") are considered "good," requiring slightly more investments. Scores of 70-79% are "satisfactory," (a "C") indicating a need for capital investment to bring them up to current standards, building codes, current ADA requirements and cyclical systems renewal. Scores of 60-69% are considered "borderline" ("D") which indicates a need for major renovations and capital investments. Scores below 50% ("F") indicate a poor building which should be replaced and is bordering on a health hazard for occupants.
- These scores aid in prioritizing facilities and projects, and assigning resources that would have the greatest impact on individual assets, state needs and available resources.

Exhibit 16: *Facility Condition Index Scoring*

$$\text{Facility Condition Index (FCI)} = \frac{\text{Total Repairs}}{\text{Replacement cost}}$$

Facility Condition Index (FCI)		
Condition	**Definition**	**Percentage Value**
Good	In new or well-maintained condition with no visual evidence of wear, soiling or other deficiencies	0% to 5%
Fair	Subjected to wear and soiling but is still in serviceable and functioning condition	Greater than 5% to 10%
Poor	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	Greater than 10% to 60%
Very Poor	Subjected to hard or long-term wear Has reached the end of its useful or serviceable life. Renewal is now necessary.	Greater than 60%

Exhibit 17:
ARC Capital Improvement Project (CIP) Codes

Category Code	
1	Health and Safety
2	Code Compliance
3	ADA Compliance
4	Facility Renewal
5	Growth
6	Programmatic
7	Operational Support
8	Demolition / Removal
9	Maintenance
10	Sustainability
11	Master Plan Phase

Type 1	
00	Alternative Solution
01	New Facility
02	Addition
03	Portable / Modular
04	Renovation
05	Refurbishment
06	Site Improvement
07	Special Projects
08	Cyclical Renewal
09	Replacement Facility
10	Closure
11	Site Acquisition
12	Planning / Design
13	Engineering Studies
14	Tech. Infrastructure
15	Other

Type 2	
A. Code Issues	
A01	General
A02	Hazardous Materials
A03	Arch. Barriers - General
A03.1	Arch. Barriers - Site
A03.2	Arch. Barriers - Restrooms
A03.3	Arch. Barriers - Building
A04	Other
B. Site	
B01	General
B02	Landscaping
B03	Paving / Parking
B04	Fences / Walls
B05	Drainage
B06	Site Utilities
B07	Portable/Modular Infrastructure
B08	Playground
B09	Athletic Field
B10	Surfaced Tracks
B11	Recreational Areas
B12	Other
C. Exterior	
C01	General
C02	Surfaces
C03	Openings
C04	Canopies
C05	Roofs
C06	Other

Type 2	
D. Systems	
D01	General
D02	Structural
D03	Mechanical
D04	Electrical
D05	Pllumbing
D06	Security
D07	Computer
D08	Energy
D09	Emergency (Fire)
D10	Other
E. Interior	
E01	General
E02	Floors
E03	Walls
E04	Ceilings
E05	Lighting
E06	Finishes
E07	Doors
E08	Windows
E09	Furnishings
E10	Hardware
E11	Restrooms
E12	Fixtures
E13	Other

Type 2	
F. Programmatic	
F01	Education- General
F01.1	Ed. Core Program
F01.2	Ed. Special Program
F01.3	Ed. Fine Arts
F01.4	Ed. Vocational / Occupationsl
F01.5	Ed. P/E Athletics
F01.6	Ed. Support
F01.7	Ed. Other
F02	Administration
F03	Detention
F04	Exhibition
F05	Fire
F06	Housing
F07	Judicial
F08	Maintenance
F09	Medical
F10	Police / Sheriff
F11	Recreational
F12	Shared
F13	Support Services
F14	Other
G. Miscellaneous	
G01	Various Indoor / Outdoor

Priority Class	
1	Immediate
2	Critical (1-2 years)
3	Necessary, not yet critical (3-5 years)
4	Recommended - Short-Term (6-10 years)
5	Recommended - Long-Term (10+ years)
6	Reasonable Accommodation

FCA Class	
1	Plant Adaptation
2	Routine Maintenance
3	Deferred Maintenance
4	Capital Renewal
5	Energy Conservation
6	Design Construction Defects

Difficulty Level	
1	Readily Achievable
2	Achievable - Moderate Cost
3	Difficult - High Cost

Note: *CIPs can be sorted, or reporting by any combination of these codes. On the right is an example of a typical project code*

CIP Coding						
Project Identification			**Project Code**			
Building ID	**Project Number**	**Sub-Number**	**Category**	**Type 1**	**Type 2**	**Priority**
01-001-00004	101	2001	1.	.15	..D09	.1

- A list of capital improvement projects (CIPs) and associated cost to rectify observed deficiencies coded by major, secondary, and tertiary categories that describe the nature of the project to assist in information searches and the prioritization process. CIP costs are based on national cost guides adjusted to Santa Fe location conditions, and experience of state construction history.
- Digital photographs

Mesilla Valley Community of Hope FCA
2021 CIP List of Projects Summary

IDNO	Facility	Budget
500	Mesilla Valley Community of Hope	$26,138,756
	Total Projects Budget	**$26,138,756**

500 · Mesilla Valley Community of Hope

999 W. Amador Ave., Suite A, Las Cruces, NM 88001
Evaluation Date: 2021-07-19
Evaluator: Maggie Hirsch

Evaluation Status: Evaluated

Facility Summary

Location Data

Site Data			
Ownership:	Owned	SHRD/NRHD:	-
Site acres:	8.00	No/type of parking spaces:	131 total, 8 ADA, approx. 40 unmarked

Building Data			
Permanent building area:	35362 GSF	Number of floors:	1
Modular building area:	0 GSF	Modular buildings:	0.0% of GSF

Construction Dates			
Year Built:	1998 *	Building age:	23 *
Initial Construction Date:	Bldg. 1-1998	Renovation/Addition 1:	Bldg. 2-2001
Renovation/Addition 2:	Bldg. 3-2005	Renovation/Addition 3:	Bldg. 1 renovation-2017/18
Starred (*) year built and facility age numbers are approximates.			

FCI Data			
Building Type:	Other	Facility Class:	
Building Height:	Single Story	CRV:	$11,315,840
Cost per GSF:	$320.00	FCI Cost:	$25,375,415
FCI Score:	2.242	FCI:	Poor

FCI Scoring: 0.00-0.050=Good 0.051-0.100=Fair Greater than 0.100=Poor

Assessment Score for Mesilla Valley Community of Hope

Scoring Category	Possible Points	Actual	Earned	Percent Score (E/A)
The Site		230.0	128.0	55.7%
Physical Plant Assessment		352.0	203.5	57.8%
Adequacy and Environment		372.0	263.0	70.7%
Total		954.0	594.5	62.3%

Excellent=90-100% Satisfactory=70-89% Borderline=50-69% Poor=30-49% Very Inadequate

Notes from Evaluation Meeting and Questionnaire

* Programs throughout the site have outgrown the facilities
* Security throughout the site is minimal
* Police are frequently called to the site

Site Assessment





The Mesilla Valley Community of Hope (MVCH) campus lies in Las Cruces, New Mexico. A long access drive branches south from Amador Avenue. This access road is difficult to see, with poor identifying signage. The approximately eight acre site sits within a mixed-use neighborhood comprised of commercial properties, retail and automotive shops, warehouses, residential housing, and open space. A transitional living program and juvenile assessment center sits immediately west of the campus and is only reachable via the access drive. The campus is closed between 6 p.m. and 8 a.m., although no closable gate protects the entrance drive. Unprotected parking lots and open areas in the immediate vicinity of the campus facilitates undesirable activities, loitering, and unsanctioned residence after hours.

The campus consists of three main permanent buildings and four secondary small buildings. The main buildings include the Amador Health Center and Annex, which surround the El Caldito Soup Kitchen in Building 1, Jardin De Los Ninos Daycare in Building 2, and the MVCH administrative offices and intake center connected to the Casa de Peregrinos Food Rescue Warehouse in Building 3. Building 1 sits on the northeast corner of the site. Building 2 sits in the center of the site, on the south border. Building 3 sits at the southwest quadrant of the site adjacent to Camp Hope, which occupies the west and some of the southern portion of the property. Two parking lots hold approximately 131 marked spaces adjacent to Building 3 and Building 1. Large unpaved areas behind Building 3, Building 1, and to the east of Building 2 accommodate additional parking, but show no marked spaces. Camp Hope sits on the western side of the campus and includes non-permanent, three-sided structures on tent pads, open tent pads, a restroom and shower building, and the community garden space. Camp Hope is protected by concrete masonry unit (CMU) walls and chain-link fencing. A small, city-owned utility building sits on the southeast corner of the site surrounded by CMU walls and a chain-link gate. The only access to this building is through the MVCH campus. Multiple storage containers and sheds hold donations. A small metal building called, "clinic-in-a-can," sits at the north end of Building 1, receiving power from roof-mounted solar panels. Chain-link fencing with a lockable gate surrounds the building.

It offers two exam rooms with separate entrances. A small CMU restroom/shower room building within Camp Hope has a metal roof which extends over a concrete shaded outdoor kitchen area. A small CMU storage building sits on the north corner of the parking lot in front Building 2 and the access road. A shed-style, metal roof overhangs a seating area with concrete paving surrounded by chain-link fencing with a locked gate. This area is locked and inaccessible. Broken glass, garbage, and broken furniture sit outside the locked gate.

Multiple signs mark the access drive on Amador Ave., and define the campus buildings and services. Many clients, visitors, and people requesting services access the campus on foot or bicycle via sidewalks on both sides of the access drive. Chain-link fencing and gates protect neighboring businesses. Sidewalks are in fair to good condition. A portable toilet sits next to the sidewalk at the northwest corner of the campus across from a parking lot. A sign near this portable toilet identifies campus buildings and directs visitors with arrows to building locations. A sign attached to a light pole at the entrance to the first parking lot reads, "Campus Closed 6PM - 8AM NO Alcohol or drugs allowed on premises." It is difficult for the staff to enforce these rules with no lockable gates at the entrance drive, and no visible security surveillance or personnel at the point of entry. The health clinic sustains a walk-up window to provide harm reduction supplies to the community. Undesirable activities also occur along the access road. Arrests are frequent on this access road. Personal belongings, clothing, drug paraphernalia, garbage, and human waste litter the access drive and the adjacent sidewalks and xeriscaped areas. The access drive curves to the west at a stop sign, which faces west. A sign attached to the sign post faces north, and reads, "FYI El Crucero Transitional Living Program Juvenile Assessment & Reporting Center," with a large arrow pointing west.

Parking lots serve Building 1 and Building 3, but Building 2 has no dedicated parking lot. Staff and maintenance personnel use an unpaved area directly east of Building 2. Visitors to Building 2 park in either the parking lot serving Building 1, or along the service road for Building 1. The parent and bus loop for Building 2 is undersized, and its location and design interferes with other campus traffic. Staff and maintenance personnel use an unpaved gravel area to the south of Building 3. A small parking lot on the west side of Building 3 holds parking for volunteers and staff, and also functions as the delivery and service area for large trucks, which interferes with the function of the parking lot. A larger parking lot to the north of Building 3 accommodates visitors to the building and families picking up food. The large parking lot to the west of Building 1 functions as the main lot for the campus. Staff also utilize a small lot behind Building 1 to the east, adjacent to the service and delivery area, as well as an unpaved area behind the northeast part of the building for parking. A centralized roundabout sits at the northeast corner of Building 3, and holds a new circular sidewalk, xeriscaped gravel with native low-water use plantings, with a monolithic sign that reads, "Community of Hope 999 West Amador Ave." One-way signs posted on this central piece move traffic in a circular, counterclockwise direction. A drive-up loop in front of Building 1 accommodates emergency vehicles, although the curb is not painted to indicate this function. Asphalt paving and concrete curbs are in fair to good condition, with some peeling paint, oil stains, loose gravel and sand erosion, cracks, and patching. Americans with Disabilities Act (ADA)-accessible parking spaces show faded paint, and noncompliant signs. Access drives leading to service areas exhibit cracked and broken pavement edges with no curbs. Curb cuts at painted crosswalks are adequate, although the painted lanes show fading. Parking lots and access and service roads slope toward storm drains throughout the campus. Water ponding occurs in the unpaved parking areas. Light poles are in good condition in parking lots, but no lights serve the access drives or

unpaved areas. One light serves Camp Hope, and one light serves the community garden.

Concrete sidewalks, walkways, and plazas in front of building entrances are in fair condition, with cracks, uneven surfaces, and weeds. Some sidewalk sections exhibit erosion from adjacent loose dirt, sand, and rocks. Sidewalks along the east side of Building 3 exhibit extreme erosion, with dirt washed away from beneath the edges. Exposed concrete edges hang over deeply eroded soil and holes. Clients sit along this sidewalk during the day to take advantage of shade, with proximity to outdoor lockers near the main administrative entry. These clients are either awaiting evaluation for assistance or programs, or have nowhere else to go during the day. Staff cannot always monitor this area. The raised concrete plaza in front of Building 3 is small and crowded. The entrance to the administrative offices sits on the east side of the plaza, which is the point of contact for clients to begin evaluations for programs and receive assistance. This is also the entrance where clients may utilize the laundry room, bathrooms, and showers. The entrance to the resource room and the free clothing exchange sits in the center of the two parts of Building 3, also accessed from the plaza. Clients sometimes show impatience or irritation, and altercations occur, despite the presence of a security guard. Police are often called to the site. The west side of the plaza contains the entry into the Food Rescue Warehouse where families receive baskets of food and other social services. A softly sloped sidewalk to the plaza level from the parking lot is available. Concrete stairs rise to the plaza on the east side, and show ADA-noncompliant metal pipe handrails, and stair nosings with no contrasting color. Metal lockers sit near the stairs, and separate the east sidewalk along the building from the entry plaza. Concrete plazas at Buildings 1 and 3 show permanent dirt, oil stains and discoloration, gum, and signs of water ponding. Staff has installed trash cans and portable toilets throughout the site in an effort to minimize pollution in all forms. However, a problem persists with litter throughout the campus. Many site utility pedestals and transformers are easily accessible throughout the site, and some show damage and exposed wires. Approximately 15 storage containers on campus hold a surplus of supplies and donations, and sheds hold maintenance supplies and equipment. Stray cats and other animals make homes beneath the sheds. A concrete sidewalk and plaza in front of Building 1 contains concrete benches covered with mosaic tiles, and landscaped sections with larger lava rocks. Staff has installed utility sinks connected to a water line mounted to the side of the building, which provides hand washing stations to clients before they enter the soup kitchen. Clients loiter and sit against the building near the entrance to the health center annex. Unenclosed dumpsters sit behind Building 3 and in the undeveloped area between Buildings 1 and 2.

Landscaping on the campus consists mostly of xeriscaped areas with gravel, rocks, lava rocks, and minimal plantings of low-water-use plants and trees. Many areas on site are undeveloped with loose dirt and sand or crusher fines. Erosion of xeriscaped materials washes onto sidewalks and into parking lots. Drip irrigation systems supply water to plantings. Fiber underlayment lies exposed and in poor condition where ground cover has eroded. Undeveloped areas serve for parking and storage, and water ponds there. The site slopes from northeast to southwest with a large retention pond to the south of the campus which hosts mosquitos. Storm drains throughout the campus accommodate water runoff from parking lots and access drives. Staff notes drainage occurs in unpaved areas that lack drains, and because of clogged storm drains in paved areas. Shade on site is minimal and clients gather and remain wherever it is. Camp Hope occupies the southwest side of campus. A community garden, directly adjacent to Camp Hope, is maintained by its residents. The garden is a large open space with a grass area, old furniture, hoses attached to standing spigots, raised planting beds, and a horno. Clients have

constructed makeshift fencing surrounding the gardens. Metal shade structures form makeshift stores which include women's clothing, personal items, and other household items for clients residing in the tent camp. A barbecue grill serves clients in the tent camp. Plastic chairs and picnic tables sit beneath a canvas shade structure in the center of the camp, which creates a central gathering space. A check-in house with a small shaded front porch sits facing the entrance to the camp, and is inhabited by someone from within the camp who acts as a security guard. Three-sided wood sheds hold tents, and multiple raised ground squares supported by railroad ties hold tents throughout the camp. A CMU building with a standing seam metal hip-style roof holds restrooms and showers for the camp community. Xeriscaped areas surrounding Building 2 are in good condition. An interior courtyard holds a concrete sidewalk and gravel, but no play equipment. A low stucco-covered CMU wall surrounds another courtyard on the northeast corner of the building and contains grass, concrete sidewalks, and a picnic table area covered by a fabric shade structure, gravel, and a tree which staff notes sheds sharp, thorny seed pods which can penetrate through children's shoes. Another stucco-covered CMU wall encloses play areas on the south side of the building. A large tree recently fell within the playground area, and at the time of evaluation, had left a hole in the ground surrounded by plastic safety cones. Grass surrounding the play areas shows drought-stressed conditions and bald patches. A dead tree stands within the play area, but other shade trees are in good condition. Concrete sidewalks surround sand play areas, which hold outdated wood and metal play equipment. A metal shade structure covers part of the play areas. The low CMU wall allows unwanted visitors to jump over it and sleep within the playgrounds and equipment. Staff reports flies affecting all buildings on campus.

Underground municipal water, sewer, gas, and electrical lines serve the campus. Fire hydrants, electrical transformers, and accessible panels sit throughout the site. Un-knuckled, chain-link fencing surrounds the site with three rows of barbed wire along the top edge.

Building Assessment





Building 1: Amador Health Center and Annex, El Caldito Soup Kitchen
Building 1 was originally constructed in 1997/98 in three sections including a homeless shelter, the St. Luke's Health Clinic, and the El Caldito Soup Kitchen. In 2017, the city renovated the north homeless shelter portion of the building to accommodate the renamed and expanded Amador Health Center. The Amador Health Center and Annex are called Suites A/B and Suite D. They are two separate single-story spaces within Building 1, with the El Caldito Soup Kitchen (Suite C) between them. Exterior signs on posts and the facade of the building identify each building section near their main entrances. The north section contains the Health Clinic, with a reception and two waiting areas, health services administrative offices, counselors offices, a conference room, pharmacy, and multiple exam rooms. This portion of the Health Center handles physical and situational health concerns, while the Annex handles mental health, including behavioral and addiction support services. The Annex contains a large lobby and office with a reception window and a walk-up harm reduction supply window accessible from the building's exterior. Counseling offices, two restrooms, and a storage room comprise the remainder of the space. A larger set of restrooms and a storage room sit within the annex footprint, but they are only accessible from within the soup kitchen dining room. Both building sections show steel column and beam construction with CMU infill on concrete stem walls, and CMU structural columns and CMU infill on concrete stem walls in the center space. Steel column and beam structures hold standing seam metal roofs which shade the main entrances to the north health clinic and the central soup kitchen entrance. Corrugated metal wall panels and painted hollow metal frames hold storefront system windows and doors at these main entries. No covering protects the main entrance to the south health clinic annex. Painted CMU is in fair condition and shows cracks, cracked and peeling paint, water damage, and stains. Windows consist of fixed-pane, dual-glazed tinted glass units in painted hollow metal frames. Storefront system doors and sidelites show damaged and peeling tinting material. The lower panel of one door leaf at the entry into the soup kitchen is shattered. Some windows in both the north and south building sections are casement style and operable. Some doors in all three building sections are solid metal and show damage, and scratched and chipped paint. Windows exhibit a combination of shading devices including mini blinds, and staff-installed curtains. Mini blinds in the south annex are outdated.

Roofs over all three building sections show a combination of flat, single-ply membrane systems and sloped standing seam metal sections. Some portions of sloped standing seam metal roofs show no gutters. Water drains directly onto adjacent flat roofs where electrical panels, restroom exhaust pipes,

and mechanical ducts are located. Flat roofs exhibit dirt and stains, bubbles, and signs of patching and water ponding. Flat roofs exhibit soft spots, noise, and movement when tread upon. Outdated and abandoned heating, ventilation, and air conditioning (HVAC) equipment sits on rusted supports, and gas lines are unpainted. Water sits beneath combined heating and cooling units, and ducts show separation at seams which have been repaired with painted material which is dried and cracked. Sloped standing seam metals roofs are in good condition. Flashing and metal coping show exposed fasteners and some separation at seams. Some newer HVAC combined units sit on curbs. Staff reports that the flat roof over the south building section is less than a year old.

Amador Health Center and Annex

The Amador Health Center's north building section (Suites A/B) features recent renovations which include a new room layout, finishes, fixtures, and equipment. Painted CMU walls with sound-absorbing panels, vinyl base, and high clerestory windows, vinyl composition tile (VCT) flooring, and exposed metal structural ceilings accentuate the entry lobby and waiting areas. A reception station sits facing the main entrance doors and is enclosed by partial height walls with wood panels, and sliding glass transaction windows in aluminum frames. Two undersized waiting areas sit to the south and west of the reception station. Walls throughout the north building section are CMU and painted gypsum board with vinyl base. Flooring materials include carpet and VCT separated by vinyl transition strips. Restrooms feature VCT and ceramic tile floors, and ceramic wall tiles. Fixtures, accessories, and grab bars are ADA compliant. Acoustic tile ceilings hold updated LED lights, and room signs are ADA compliant. Painted hollow metal frames hold wood doors, some with view lites. Clients receive medications from the pharmacy through a glass transaction window with a speaker, and transaction drawer within a laminate counter. Access into the pharmacy for staff is via an electronic badge locking mechanism. Laminate casework throughout the north building section is in good condition. Staff reports a prevalent sewer smell. Two repurposed exam rooms hold staff offices. Space is at a premium for the health center, and storage space is insufficient. The program has outgrown its space.

The Amador Health Center and Annex's south building section (Suite D) features outdated, worn, and damaged finishes. Updates to the south building section include a recently replaced roof, and new exterior and interior paint. The main entrance doors into the Annex and adjacent windows sit on the west facade of the building, with no shade or protective covering. The concrete plaza in front of the building is a place where people gather and loiter, sometimes sitting against and blocking the doors. No secure entrance lobby protects the Annex or provides shelter from wind and weather into the main lobby space. The entrance lobby space is large and underused. A large reception office holds an interior transaction window into the lobby, which is not secure. Staff notes that this window would function more efficiently and safer as a pharmacy-styled window with a plexiglass window with a speaker and transaction drawer. A walk-up window at the opposite end of this office serves clients from the exterior of the building where staff distributes harm reduction supplies. Staff notes that this window would also be more secure with the same pharmacy-styled unit. This office is large, underused and not secure. The interior corridor has access through a door adjacent to the reception window, with an insufficient locking mechanism. No restroom serves clients from within the lobby. No personal lockers or storage spaces are offered for clients. Gypsum-board partitions end at the suspended acoustic ceilings, and provide insufficient sound barriers between offices. Staff offices lack separation by function, compromising privacy. An exit door at the end of the main corridor functions as a staff entry and delivery location. A doorbell next to this door on the building exterior incites clients wishing to gain

entrance into the secured portion of the building. The door offers no peephole or visibility to the exterior. Offices contain unused sinks and outdated laminate cabinets. Painted wood office doors with no view lites sit in painted hollow metal frames in poor condition with chipped and peeling paint, stains, and dents. Staff notes that doors without view lites are not safe. Some doors do not close securely in their frames. No identifying room signs define any of the spaces. Casement-style windows with mini blinds sit in painted CMU walls. Walls are painted with semigloss finish paint, causing the adhesive material on the vinyl base to fail, resulting in peeling base throughout the spaces. Outdated acoustic tile ceilings show water stains, dirt, and damaged tiles. Fluorescent lights show stained lenses. Roof leaks have damaged ceiling tiles, which have been repainted to cover stains. Laminate throughout the Annex shows peeling material and stains. VCT and ceramic floor tiles are outdated, and show stains and wear. Vinyl transition strips show chips and delamination. Two restrooms with damaged, stained, and missing VCT floors show floor drains without caps. Sewer odors permeate the spaces. Fixtures are outdated and ADA noncompliant. No grab bars serve the restrooms. Outdated ceramic tiles on wet walls show stains, and water damage. Uninsulated pipes sit beneath noncompliant sinks. A drinking fountain lacks wall protection and ADA access from the front or sides. Electrical supply is insufficient to the annex. Breakers often trip, and staff notes an insufficient number of outlets. Staff also notes that temperature control is poor in the offices. The program has outgrown its space, and an addition to the northeast corner of the building is in the design process.

El Caldito Soup Kitchen

The El Caldito Soup Kitchen (Suite C) dining room, kitchen, storage spaces, and restrooms occupy the center of Building 1, between the two health clinic sections. The front facade is recessed from the two adjacent building sections, shows painted corrugated metal panels, and is covered by the roof which extends over the entire building section. No secure entrance lobby protects the dining room or provides shelter from wind and weather. A bench sits next to the entry doors which provides shaded seating for clients. Fly-catching strips sit in front of the entry doors, which staff notes do not function to control the significant fly population. Tinted coating on the doors is peeling and damaged. One leaf of the doors holds a shattered glass panel. Door frames exhibit dents and damage. Corner guards which flank the entry doors show broken and chipped material with exposed drywall and broken floor tiles. Outdated, damaged, and stained pulldown-style window blinds cover the high storefront windows and sidelites. Finishes throughout the central space are outdated, worn, show permanent stains and dirt, and damage. Room signs are either missing or ADA noncompliant. The dining room is a tall space, with an exposed roof pitch, painted structure, and high clerestory windows. Suspended LED lights brighten the space. Painted CMU walls hold damaged and delaminating vinyl base material. The south CMU wall shows water damage and stains. Outdated ceramic tile floors show permanent dirt and stains, aging, stained grout, and damage from caustic cleaning products. The space is small for the volume of people who receive meals. The shutter at the dish window does not close correctly, and the stainless steel counter shows separation on the underside with a large gap between the CMU wall and the underside of the counter. Staff has installed wood blocking to support the counter here, and notes the presence of insects in this gap.

The kitchen contains a food pick-up line area, dish and equipment pantry, hot lines and food preparation areas, dish room, a large walk-in cooler, two dry storage pantries, an office, a small laundry space, and a dedicated staff restroom all within a 1,200 square-foot space. The delivery door is on the east end of the space, and opens onto a concrete sidewalk area at the rear of the building. The direction

of travel through the food pick-up line flows from the entry door, located on the north wall of the dining room directly adjacent to the south entrance door wall, then through the exit door, located to the north along the same wall, and next to the dish window. The setup is crowded and does not function efficiently. No walls or doors separate the food pick-up line from the kitchen. Finish materials in the kitchen are outdated and worn, and in poor condition. Textured quarry-tile floors and grout show permanent stains and dirt. No fiber-reinforced plastic panels (FRP) protect stained and damaged CMU walls, and coated acoustic tile ceilings and fluorescent light lenses are coated with grime. Most of the ceiling tiles are not coated and exhibit damage and stains. Staff has taped kitchen towels to protect a corner of the hood over the dish machine. This corner is low and protrudes into the work space, where staff can hit their heads. Stainless steel counters exhibit dents and laminate casework is worn, peeling, and damaged. Food preparation areas with integral stainless steel sinks, counters, and wall protection panels are in good condition. Many pieces of equipment are aging and stained. No mechanical supply or return ducts serve pantry 3, which holds dry goods, and supplies. VCT floors in this pantry are outdated and badly worn. Acoustic ceiling tiles show water stains. Multiple freezer units line the east wall. An ADA-noncompliant drinking fountain with no wall protection sits directly next to a hand-washing sink, which blocks its access. Tile floors end at an unprotected edge and cover a small ramp down a level change of four inches into an open storage area in front of the walk-in cooling unit. A narrow space beside the walk-in and the wall of the room serves as a maintenance storage space. Painted gypsum-board walls with no base show damage and wear. The dish pantry holds free standing freezer units and wire storage shelves. Pantry 2 is a long, narrow space which holds wire shelves and dry goods. An open door frame shows damage, dents, and peeling paint. Pantry 1 is a similar space. Both pantries have concrete floors. A small alcove holds a washer and dryer and floor utility sink. Walls surrounding this sink show severe water damage, and rotting gypsum board. No protective housing surrounds exposed heating coils attached to the opposite wall near the ceiling. A staff restroom shows water-damaged quarry tiles behind the toilet, and no wall protection on the wet wall. Vertical grab bars are not installed, and the painted gypsum-board ceiling show water damage and large bubbles. The painted gypsum-board wall behind the sink shows water damage, bubbles, and rotting material. No corner guards protect walls and partial wall corners throughout the kitchen, which show severe damage. Staff reports roof leaks damaging light fixture lenses, and a leaking roof pipe damaging the CMU wall on the dining room's southwest side.

A storage room on the south side of the dining room holds dry and canned goods on wire shelves, and doubles as the program manager's office. A drinking fountain adjacent to restrooms on the south side of the dining room shows no wall protection, no corner guards, and is ADA noncompliant. Restroom finishes are outdated and worn. Porcelain and ceramic tile floors and walls are outdated, mismatched, and show permanent dirt and grime. A laminate countertop held in place with exposed wood supports shows water damage, and peeling, chipped material. A painted metal privacy screen attached to the counter in the men's room is peeling away from the countertop. Quarry tile wall base in the women's room is broken and some tiles are missing. The laminate counter in the women's room is peeling away from the surrounding partition and wall. Metal partitions are mismatched and show rust damage. No vertical grab bars serve the ADA stalls. Room signs are either missing or are ADA noncompliant. Space is at a premium in the soup kitchen and dining room, and all spaces serve as storage. The program has outgrown its space and must use external storage units to meet its storage space requirements. A small CMU building addition located on the east side of the Annex (Suite D), shows a standing seam metal roof. This addition houses food and pantry storage for the soup kitchen and has external access near the

kitchen delivery area. A mechanical unit sits on the ground adjacent to this addition.

Building 1 is heated and cooled by roof-mounted combination units. Staff reports that the system is not functional on the southwest side of the dining room. A fire suppression system serves the central soup kitchen and dining room, and the health clinic annex. No fire suppression system serves the north health clinic.

Building 2: Jardin de los Ninos

Constructed in 2000/2001, Building 2 holds Jardin de los Ninos, a daycare and early learning facility which serves homeless and nearly homeless children. The building is designed with three distinct wings. The first wing, which contains the main entrance and reception/waiting area also houses staff offices, a small clinic and exam room, public restrooms, a donations room, kitchen, and common room. The second wing contains a small library and resource room, staff offices, and infant and toddler classrooms. The third wing provides classroom spaces for mobile infants through pre-kindergarten students, and a kindergarten through 5th grade before- and after-school classroom. The three building sections surround a central courtyard with a CMU wall and gate at a narrow edge not enclosed by the building. The seven classrooms each open into play yards protected by low CMU walls.

The main entrance is clearly defined by an arched architectural element with a metal roof which provides protection from the elements. Building construction includes steel frame with an exterior insulated finish system (EIFS), and painted CMU. Painted hollow metal frames hold dual-glazed fixed panel windows. A painted hollow metal storefront system with fixed pane sidelites and a single door defines the main entrance which opens into a reception area, with no secure vestibule. Staff notes that the absence of a secured entry vestibule results in visits from noncustodial parents and unwanted visitors who use the covered entrance area as a sleeping place and a restroom. This main entrance lies at the front of the building facing the combined parent and bus loop, and serves as the main entrance for visitors, and parents with students. Other entries into the building consist of painted storefront systems and doors, and solid metal doors which show wear, rust, and faded paint. A gravel-covered courtyard sits amid the three building sections, with a concrete sidewalk running through the center and connecting exterior doors which access to a classroom corridor to the south and a staff corridor to the north. This courtyard lacks adequate drainage and frequently floods. Staff notes that this courtyard is underused and lacks play and other equipment. EIFS on the building's sides which face walled play areas shows damage, dents, and faded colors. A five-foot high painted CMU wall with painted wood gates protects the play areas, accessed directly from classrooms. Sidewalks directly adjacent to the building are covered by shed-style metal roofs which are attached to the building, and supported by painted metal columns, and protect the classroom entry doors. Play areas hold grass and sand fall areas beneath outdated and wood play structures. A large pitched metal roof structure provides some shade. Staff notes that unwanted visitors frequently jump over the CMU walls and sleep among the play equipment, under the roof structure, and against the covered side of the building. These visitors also use the play areas and equipment as a restroom.

Roofs over Building 2 show a combination of flat, single-ply membrane systems and sloped standing seam metal sections. Flat roofs exhibit dirt and stains, bubbles, signs of patching and water ponding, soft spots, noise, and movement when tread upon. The single-ply system exhibits exposed fasteners,

separation at seams, and multiple sections of material pieced together at parapets. Roof drains show poor drainage with dirt, permanent stains, and a buildup of material and water ponding. Unpainted gas lines show rust and sit on rotting wood supports. Sloped standing seam metal roof sections are in good condition. Flashing and metal coping show some separation at seams. Newer HVAC combined units sit on curbs. Staff reports that persistent roof leaks cause repeated damage to ceilings within the building. The roof is scheduled to be replaced in 2022.

Jardin de Los Ninos exhibits outdated and worn finishes, and insufficient space for its program. The main entrance door brings visitors into a reception area with no secure entry vestibule. Outdated and worn textured porcelain tiles, and grout with permanent stains and wear cover the floors. Walls exhibit painted CMU and gypsum board with porcelain tile base. Acoustic ceiling tiles with integral fluorescent lights show water damage and stains which have been covered with paint. A laminate reception desk separates the waiting area from staff areas and shows chips and peeling material. A wood door on the west side of the reception area leads into a behavioral health clinic. The front office of this two-room suite shows outdated and worn sheet vinyl flooring, fixed-pane windows with mini blinds, and painted EIFS and gypsum-board walls. Acoustic ceiling tiles show recessed can lights, and surface mounted track fixtures. A single wood door leads into an exam room which is filled with storage materials, and contains a portable sink and exam table. A second door leads from the reception room into a common room which serves for meetings and meal service. The space is tall with minimal windows and no sound absorbent panels. Staff notes that this room is inefficient and loud, and that the food pick-up window, which separates the common room from the kitchen, allows noise during meal preparation to permeate during meetings. Staff also notes deficiencies with the delivery of heating and cooling in all three of these spaces due to the lack of temperature control. The common room is filled with donations, storage items, tables and chairs. Outdated finishes include aging and worn VCT floors, a vaulted metal panel ceiling, and painted CMU walls. Breakfast and lunch are prepared and served from the kitchen, which is tiny and inefficient. Clearances between equipment and counters is tight. The kitchen offers no dedicated staff restrooms or lockers. The kitchen does not meet the US Occupational and Health Administration (OSHA) standards for clearances and accommodations. Storage is undersized for the kitchen program. Textured quarry floor tiles and grout show permanent dirt and grime and chemical damage. Fiber-reinforced plastic panels on walls protect the surfaces from dirt and grease. Plastic-coated acoustic ceiling tiles show dirt and grime stains. A donation room with cracked concrete floors holds an unused overhead door. Donations come in through a single solid metal door. Storage cabinets and shelves line the walls, some with holes cut into the backs to access light switches and the thermostat. The room is crowded with donations and kitchen storage materials. A third door in the reception area leads to a corridor with entrances to the common room, kitchen, donations room, a small staff lounge, two public restrooms, and a short corridor which provides an exit into the central courtyard. Acoustic ceiling tiles in the staff lounge show water stains, and damaged and repainted acoustic ceiling tiles. Staff reports that the lights in this room cannot be used due to water damage and infiltration from roof leaks. Restrooms show porcelain tile floors, ceramic tile and painted gypsum-board walls, and laminate counters with water damage and peeling material. Fixtures show iron stains and accessible stalls are ADA noncompliant, with no vertical grab bars.

Narrow corridors curve and branch in multiple directions, which makes wayfinding and orientation difficult. Storage items and carts with food baskets sit in the corridors. Textured walls, wood chair rails, and corners show damage and chipped paint. Many corridor wall corners are without protective corner

guards. Curved walls with built-in painted gypsum-board benches sit opposite classroom entrances, which are recessed from the corridors in clusters of two, with a single classroom and entry door at the corner which connects the two main classroom wings. Outdated carpet in the staff storage and work area behind the reception desk exhibits damage from recent flooding. Offices show carpet in fair to good condition, painted and textured gypsum-board walls with vinyl base, and damaged and repainted acoustic ceiling tiles. A small office serves multiple functions, which staff notes require separate spaces. Staff notes that the quantity of therapy rooms is insufficient. A toilet fixture in the single unisex staff restroom runs persistently. A small library and resource room are undersized for the program. Classrooms show VCT and outdated carpet floors, separated by vinyl transition strips, and 18" high painted gypsum-board walls with painted wood caps. Painted gypsum-board soffits separate ceiling sections and help to define the restroom/changing/kitchen area between classrooms. Outdated and damaged laminate cabinets and counters show wear, stains, broken, chipped, and peeling material. Low wall-mounted sinks with uninsulated pipes show leaks which have stained the VCT floor beneath. Painted hollow metal storefront systems hold dual-glazed, fixed-pane glass windows and doors with damaged and peeling paint. Restrooms between classrooms show outdated and stained porcelain floor tiles and ceramic wall tiles. Fixtures are stained and aging. No vertical grab bars serve the restrooms. No visual connection exists between classrooms, classroom corridors, and the front reception area and administrative offices. Classrooms are crowded and filled with storage materials. Jardin de Los Ninos has outgrown its space and shows no room for growth.

Building 2 is heated and cooled by roof-mounted combination units. Staff reports that they have trouble controlling temperatures within the building, and that zones and thermostats are not well coordinated. Electrical outlets throughout the building are insufficient in quantity. No fire suppression system serves the building.

Building 3: Mesilla Valley Community of Hope, Casa de Peregrinos
Constructed in 2004/2005, Building 3 holds the Mesilla Valley Community of Hope administrative offices and client support services on the east half of the building, and the Casa de Peregrinos Food Rescue Warehouse on the west half. The eastern building portion contains a community-based laundry room, four community-accessible restrooms - two with showers, a reception area, donations room, a resource room, offices, counseling rooms, and one staff restroom. The western portion contains a delivery garage, a large packaging and storage space, refrigerated and dry storage, offices, a single unisex restroom, a reception office, and a waiting area used for volunteer coordination, meetings, and as a work room.

Three main entrances serve the building, all opening onto a concrete pentagonal shaped entrance plaza that acts as a gathering space. Entrance doors are in close proximity to and facing each other, which creates congestion. Concrete shows permanent stains and dirt, and deterioration and erosion at the edges. The east facing side of the building sits in shade during the warmest times of the day. Visitors, clients, and people awaiting services sit along the shaded concrete sidewalk on the building's east side. Shade trees planted in a xeriscaped area separate the east side of the building and its sidewalk from the concrete curb along the campus access drive. Perforated metal lockers provide temporary storage, and show rust. Trash litters the sidewalk near the lockers. Building 3 is a steel frame structure with an EIFS coating, on concrete stem walls. Exterior doors consist of painted metal storefront systems with fixed-pane glass door panels and sidelites, and solid painted metal doors which show faded and scratched

paint, rust, and dents. An overhead roll-up door provides access for delivery/loading of trucks in the Food Rescue Warehouse, and shows damage and dents. Wall corners surrounding the door show damage and exposed, dented metal corner beads. Painted hollow metal frames hold single-glazed, fixed-pane glass windows with peeling and damaged tinted coatings. Solid metal shade structures above windows on the east and south sides of the building protect the tops, south, and west sides of the windows from direct sunlight. The EIFS shows dirt, wear, and damage, particularly at the main entrance plaza.

Roofs over Building 3 show a combination of flat, single-ply membrane systems and sloped standing seam metal sections. Flat roofs exhibit dirt and stains, bubbles, signs of patching and water ponding, soft spots, noise, and movement when tread upon. Roof material shows a painted coating in some areas. Deteriorating and peeling material appear close to edges without flashing, and some membrane material covers parapet cap edges. Painted gas lines show rust. Sloped standing seam metal roof sections cover the resource room and restrooms which sit below. The standing seam metal roof material is applied to the top part of the vertical surface EIFS-covered walls on this portion. The metal roof material shows buckling and separation from the EIFS. Permanent dark water stains show on the EIFS, directly corresponding to the standing seams of the metal roofing material applied to them. The EIFS is in poor condition, with water damage, holes, and deteriorating material. Staff reports that ceiling leaks are repaired as they occur. Flashing and metal coping show some separation at seams.

Mesilla Valley Community of Hope

The Mesilla Valley Community of Hope administrative offices, restrooms, and the resource center show aging and worn finishes, in poor condition. The front reception area, desk, and open corridor contain built-in concrete benches which are covered with gypsum plaster and paint. Rounded edges, corners, and the base of the benches exhibit damage, missing paint, and exposed concrete. Polished concrete floors in corridors show wear and loss of finish from the front area to the staff corridor. Offices hold concrete floors with an integral color finish, and outdated, worn carpet separated by vinyl transition strips. Painted gypsum-board walls show metal channel reveals in similar patterns to the exterior EIFS. Wood chair rails sit at 36" and vinyl base is peeling away from walls. Painted hollow metal frames hold fixed-pane, single glazed windows with outdated mini blinds. Painted hollow metal frames hold wood doors with lever-style hardware, and are in good condition. Room signs are adequate and ADA compliant. Ceilings are acoustic tile, with integral fluorescent and LED lights. Ceiling tiles are painted where roof leaks have occurred. A donations room is filled with materials, and donations sit in corridors awaiting sorting and distribution. Unused and outdated furniture sits in alcoves near shower rooms. No separation protects the staff corridor from the front entry area and reception counter, where people awaiting services, counseling, and laundry sit and gather. Offices are crowded and over extended. Single-occupant offices hold two to three people, and in one instance, five people. A workstation with panels sits in a corner of the staff corridor, and another in the corner of the resource room. Electrical supply is deficient in the building with an insufficient number of outlets for the number of occupants. Staff utilizes multiple power cords and strips. The resource room is a tall space with a vaulted, exposed structure and ductwork ceiling, and high clerestory windows. A corner of the room holds outdated and damaged laminate cabinets and counter with a sink, microwave, and refrigerator. The sink sits too high to be accessible. Another corner of the room holds a staff-installed workstation with a panel and a curtain suspended from coat hangers to provide privacy. Work equipment and a copier sit in another corner of the space, and bookshelves line the walls near the entry. The space is crowded with furniture,

and hosts multiple functions.

The laundry, shower, and restrooms are worn from overuse, are in poor condition, and show worn and damaged finishes. One staff restroom serves all of the staff and volunteers and is insufficient for the number of people who use it. Outdated ceramic tile floor and walls are in good condition. No vertical grab bar, and a paper towel dispenser mounted too high for access, make this restroom ADA noncompliant. Client shower rooms and restrooms with epoxy- coated concrete and ceramic tile floors, show permanent dirt, stains, damaged and stained grout. Laminate counters with sinks and wood edges exhibit wear, water stains and faded material, and metal partitions with rust, damage, and dents. The epoxy coating on the floors is peeling and stained. Ceramic tiles and grout in the showers show dirt, stains, permanent grime, and bleached and missing material. Plastic shower curtains at shower entrances are covered with grime. No vertical grab bars serve accessible toilet stalls, which makes them ADA noncompliant. Painted gypsum-board ceilings show water damage, stains, and deteriorating, falling material. Wood thresholds separating the concrete/epoxy floors and ceramic tile are rotting and splintered. Missing ceramic tiles are replaced with mismatched tiles, or filled with grout. An accessible shower stall is unusable, and filled with discarded furniture. No ADA-compliant shower stall serves the community. Client restrooms have access from a lobby space at the south end of the entrance plaza, and sit adjacent to the resource room. The lobby space is small and crowded when clients enter to utilize the facilities, and obtain clothing from tables located in the space. The restrooms show ceramic tile floors and grout with stains and wear, metal partitions with rust and damage, and laminate counters with wood edges which exhibit wear, stains, and faded, bleached material. No vertical grab bars serve toilet stalls, and hand dryers are mounted too high for ADA compliance.

Casa de Peregrinos

The Casa de Peregrinos Food Rescue Warehouse sits on the west side of Building 3, and shows aging and worn finishes in fair to poor condition. The large warehouse serves as food storage and packaging. Freezers and a large walk-in refrigeration unit hold perishable foods and meats. The space is crowded and filled with industrial shelving, shopping carts, boxes, and various other bins and boxes containing items for distribution. Epoxy-coated concrete floors show damage and scratched coating. Painted, exposed structure and ducts occupy the ceiling, and chicken wire holds paper-coated insulation in place. Painted steel columns stand dispersed throughout the space. A dish washing area contains double stainless steel sinks and a commercial washing system. Chemicals sit on stainless steel counters and shelves. Two offices are accessed from within the warehouse near the dish area. A single restroom serves the entire staff and volunteers, and is insufficient for the number of people who use it. A reception office has access from the warehouse and the staff/volunteer corridor. A single door leads from the dish area in the warehouse to the staff and volunteer corridor with two offices, entry into the reception office, and a large open waiting area, which serves for volunteer coordination and the assembly and distribution of food baskets. Outdated and worn carpet in the offices shows stains and damaged material. Multiple extension cords supply power to equipment. Too few outlets in offices necessitates the use of power strips by staff. Roof leaks have caused water damage at painted gypsum-board walls. The staff/volunteer corridor shows concrete floors, painted gypsum-board walls with a wood chair rail and stained vinyl wall base, and water damaged and stained acoustic ceiling tiles. Walls and ceilings exhibit severe water damage and damaged finish materials. The entire suite is overused and crowded.

Roof-mounted combination units heat and cool Building 3. Some units are aging, and air handling

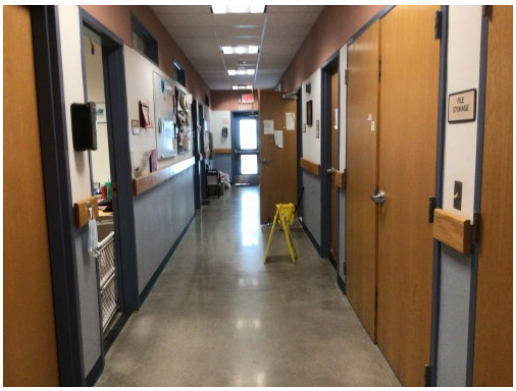
filters show rust and damage. Zones and thermostats are not well coordinated. Large warehouse spaces are difficult to heat and cool, and control of temperatures is a challenge for staff. Electrical outlets throughout the building are insufficient in quantity. No fire suppression system serves the building. The functions within Building 3 have outgrown their spaces.

Camp Hope

Camp Hope is a self-governed, temporary tent camp on the southwest side of the campus. An outdoor kitchen, partially sheltered tent pads, and a small restroom/shower building serve the tent community. Covered outdoor spaces provide access to clothing and simple household and personal necessities exchange areas, and gathering spaces. The residents of Camp Hope tend a community garden. The restroom/shower building is a small, painted CMU structure with a standing seam metal roof. Painted metal doors stand open and show dents and damage. Concrete floors and painted CMU walls inside the entry to each restroom show wear, and painted gypsum-board entry walls exhibit damage, dents, and peeling paint. Interior spaces are poorly lit.

Adequacy and Environment





The Mesilla Valley Community of Hope (MVCH) campus, comprised of three main buildings, is an important part of the Las Cruces community, and a vital lifeline for the homeless, near homeless, addicted, and indigent population in southern New Mexico. The goods and services provided through the program are a necessary survival means for people in life-altering transitions. Services include housing, case management, employment coaching, mental, behavioral and medical health care, food, clothing, and household goods distribution, prepared meals, daycare, showers, and laundry facilities. Each of the three main buildings serves a vital role in providing these programs and services, and the importance of their condition and adequate size is the cornerstone to the success of all of the programs. The presence of a community-accessible campus which provides all of the goods and services within a singular location is the best possible solution for the population served.

The campus is at risk with insufficient active security. The program is designed to be inclusive for all who need services; however, the layout and open access to the campus compromises safety and security observation. The single, long entrance drive from Amador Ave. is difficult to supervise and creates a long path of travel. The locations of the buildings present challenges for some of the programs. The Jardin de los Ninos daycare center in Building 2 sits in the center of the site, between the Amador Health Center and El Caldito Soup Kitchen in Building 1, and the MVCH administrative offices and Casa de Peregrinos Food Rescue Warehouse in Building 3. Security is challenging for Buildings 1 and 3, with children attending the daycare exposed to adult activities at these buildings and their entrance plazas. Building 2 is also located at the end of the campus entrance drive, and lacks an adequate bus and parent loop. No dedicated parking lot serves Building 2. Campus and building signs are difficult to see, and set back from the entrance drive. Camp Hope is self-governed and well guarded by the temporary residents of the community. It exists as its own micro-community within the campus, although access to it is only gained by crossing through the campus.

Building 1 exhibits outdated, worn, and damaged finishes. Spaces are too small for the programs and community served. Programs have outgrown their spaces, and storage is insufficient. The layout of rooms within the different building sections is confusing and inadequately marked. ADA accommodations are insufficient. Roofs exhibit leaks, and mechanical equipment is outdated and partially functional. Electrical services are insufficient for all spaces in Building 1. The entrance plaza, and area surrounding a walk-up harm reduction supply distribution window, present opportunities for people to hang out. These areas are located in direct sight lines and close proximity to Building 2, which

contains the daycare program.

Building 2 exhibits outdated, worn, and damaged finishes. Spaces are inadequate in size and number for the program, and storage is insufficient. The program has outgrown the building. Furniture is outdated, worn, and damaged. Fixtures are outdated, worn, and damaged. The layout of the building is confusing, inefficient, and inadequately marked. No secure entrance vestibule secures the building. The kitchen and common room are insufficient in size. ADA accommodations are insufficient. Roofs exhibit leaks, and mechanical equipment does not function efficiently for the building. Outdoor playgrounds exhibit outdated play equipment and poor fall surfaces. Play areas are not secure. Electrical outlets are insufficient in number for Building 2.

Building 3 exhibits outdated, worn, and damaged finishes. Spaces are inadequate in size and number for the programs and community served. Programs have outgrown their spaces, and storage is insufficient. The Food Rescue Warehouse now handles more than ten times the amount of food that it was originally designed to distribute. Roofs exhibit leaks, and mechanical equipment is outdated and partially functional. Electrical services are insufficient for all spaces in Building 3. No secure entrance vestibule serves the building. The entrance plaza, and area along the building's east edge, present opportunities for people to hang out. These areas are located in direct sight lines and close proximity to Building 2, which contains the daycare program. No secure separation protects the staff corridor from the entrance lobby, which is another area where people hang out. Restrooms and showers are in need of significant upgrades.

Restrooms and shower facilities for the community are insufficient for the population served. Portable restrooms throughout the site are unsanitary and overused. Few developed shaded and supervised gathering areas are available for the community. Clients, and those awaiting goods or services, utilize any shaded area in which to gather or loiter. Parking lots show faded paint and inadequate ADA-compliant parking spaces. Landscaping and xeriscaping show erosion, water ponding, and deterioration.

No secure, shaded central gathering space serves the campus. Security cameras do not surveil the entire site and building exteriors. The campus lacks a centralized public address system. No lockable gate serves the entrance drive.

Review Participants

Nicole Martinez, MVCH Executive Director
Michelle Saenz-Adames, Jardin De Los Ninos Director
Brian Hollinger, El Caldito Soup Kitchen Operations Manager
Ray Stewart, Amador Health Center Programs Director
Maggie Hirsch, ARC Facilities Evaluator

2021 CIP List of Projects for Mesilla Valley Community of Hope

Project No.	Code	Project Name	MACC	Project Budget
500.2001	4.06.B03.3.	Parking Lot Improvements	$2,469,894	**$3,149,115**
500.2002	4.06.D06.2.	Security Improvements	$463,834	**$591,388**
500.2003	4.06.B01.4.	Campus Improvements	$396,072	**$504,991**
500.2004	4.06.B02.4.	Landscaping and Site Improvements	$174,265	**$222,187**
500.2005	4.05.E01.3.	Refurbish Camp Hope Restroom/Shower Building	$31,811	**$42,626**
500.2006	4.06.B08.3.	Playground improvements	$454,238	**$579,154**
500.2007	4.08.C05.2.	Roof Replacement	$963,393	**$1,228,326**
500.2008	4.05.D04.2.	Electrical Upgrades	$701,064	**$939,426**
500.2009	4.04.G01.2.	Building 1 Improvements	$2,525,395	**$3,384,029**
500.2010	6.00.F13.2.	Alternative Solution - Soup Kitchen Replacement Facility	$0	**$0**
500.2011	6.04.F01.2.3.	Building 2 Improvements and Additions	$8,067,563	**$10,810,534**
500.2012	6.09.F13.2.	Alternative Solution - Daycare Facility Replacement	$0	**$0**
500.2013	6.04.F02.3.	Building 3 Improvements	$1,218,094	**$1,632,246**
500.2014	4.13.D03.3.	Mechanical Study	$1,756,500	**$2,099,018**
500.2015	4.13.D05.3.	Plumbing Study	$256,500	**$306,518**
500.2016	4.13.B05.2.	Drainage Study	$513,000	**$613,035**
500.2017	1.05.D04.2.	Public Address System Installation	$26,987	**$36,163**
		Total of Project Budgets		**$26,138,756**

Project 500.2001 · Parking Lot Improvements

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	4.	**Type 1:**	06. **Type 2:**	B03.	**P/Class:** 3.



Project Description

No dedicated, paved parking lot serves Building 2. Unenclosed dumpsters sit in an unpaved area adjacent to Building 2 and behind Building 3. The parking area behind Building 3 is not paved or marked. The parking lots in front of Buildings 1 and 3 show peeling paint, oil stains, loose gravel, sand erosion, cracks, and patching. ADA-accessible parking spaces show faded paint and noncompliant signs.

Construct paved parking lots which include ADA-compliant spaces adjacent to Building 2, and behind Buildings 1 and 3. Construct a dumpster enclosure. Repave the parking lot in front of Building 1, including the front loop. Repaint parking spaces, including new ADA-compliant spaces and signs. Repave the parking lot in front of Building 3, including new ADA-compliant spaces and signs.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Construct parking lots	1.1437	48,222.0	SF	1.00	$48.59	$2,343,107
2	Construct dumpster enclosures	1.2119	2.0	EA	1.00	$20,790.00	$41,580
3	Repave parking lots	1.1417	40,615.0	SF	1.00	$1.90	$77,169
4	Paint parking spaces	1.1439	95.0	Stall	1.00	$40.35	$3,833
5	ADA parking spaces	1.1412	11.0	Stall	1.00	$382.31	$4,205
Maximum Allowable Construction Cost							$2,469,894
Total Project Cost							**$3,149,115**

Project 500.2002 · Security Improvements

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	4.	**Type 1:**	06. **Type 2:** D06.	**P/Class:**	2.



Project Description

The campus is vulnerable, with no secure gate or gatehouse at the main entrance drive. Buildings 2 and 3 lack secure entrance vestibules. The soup kitchen and the health center annex at Building 1 also lack secure entrance vestibules. Security cameras on the site provide inadequate coverage.

Construct a vehicle checkpoint, including a small gatehouse (50 SF) and a motorized gate with key card control.
Construct secure entrance vestibules (4 x 300 sf) - two at Building 1 and one each at Buildings 2 and 3.
Install additional security cameras throughout the site.

Vestibule additions: 1,200 sf / 0.9 = 1,333 GSF

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Construct gatehouse	3.2126	50.0	SF	1.00	$175.00	$8,750
2	Install gate	1.4117	1.0	LF	1.00	$6,136.05	$6,136
3	Construct secure entrance vestibules	3.2112	1,333.0	SF	1.00	$310.00	$413,230
4	Install security camera head end	2.4028	1.0	EA	1.00	$13,500.00	$13,500
5	Install security cameras	2.4024	20.0	EA	1.00	$1,110.90	$22,218
Maximum Allowable Construction Cost							$463,834
Total Project Cost							**$591,388**

Project 500.2003 · Campus Improvements

Facility:	Mesilla Valley Community of Hope					**IDNO:**	500
Category:	4.	**Type 1:**	06.	**Type 2:**	B01.	**P/Class:**	4.



Project Description

The parent and bus loop for Building 2 is undersized, and its location and design interfere with other campus traffic. Emergency vehicle lanes on campus show faded and peeling paint. Exterior lighting is outdated and insufficient. Wayfinding and building signs are outdated, missing, and inaccurate. No lit campus identifying sign sits on Amador Avenue, and the site access road is difficult to find. Concrete stairs at Building 3 show cracks and damage, lack contrasting edges, and the handrails are ADA noncompliant. Entrance plazas outside Buildings 1 and 3 exhibit damaged and stained concrete and cause crowded circumstances. Upon completion of secure entrance vestibules into Buildings 1 and 3, replace entrance plazas. To accommodate a secure entrance vestibule at Building 3, the existing stairs and handrails will need to be removed and replaced.

Construct a parent/bus loop at Building 2. Paint curbs to define emergency vehicle access. Install additional and replacement lights at building exteriors and throughout the campus. Install campus directional signs and building identification signs. Install a site marquee sign at the entrance to the access drive with electrical power for lighting (assume a 20' trench to nearest power connection). Replace the exterior concrete stairs and handrails at Building 3. Construct entrance plazas with landscaping at Buildings 1 and 3.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Construct a bus and parent loop (adj. for buses)	1.1434	1.0	Per	1.50	$51,909.52	$77,864
2	Paint curbs (adj. for specialty paint)	2.3328	742.0	SF	2.00	$2.96	$4,393
3	Install site lighting	1.1438	20.0	EA	1.00	$8,317.73	$166,355
4	Install wall-mounted lighting	1.4121	40.0	EA	1.00	$909.27	$36,371
5	Install directional campus signs	2.3620	3.0	EA	1.00	$160.01	$480
6	Install building identification signs	2.3614	6.0	EA	1.00	$272.52	$1,635
7	Construct a foundation for marquee sign	1.1427	1.0	EA	1.00	$304.57	$305

8	Electrical power connection to marquee sign	2.3917	20.0	SF	1.00	$4.26	$85
9	Install a site marquee sign	2.3619	1.0	EA	1.00	$17,500.00	$17,500
10	Construct concrete stairs	2.3223	5.0	Riser	1.00	$493.77	$2,469
11	Install handrails	1.1212	20.0	LF	1.00	$66.08	$1,322
12	Construct entrance plazas	1.2111	3,000.0	SF	1.00	$28.85	$86,550
13	Demolish stairs and handrails	1.1116	200.0	SF	1.00	$3.72	$744
Maximum Allowable Construction Cost							$396,072
Total Project Cost							**$504,991**

Project 500.2004 · Landscaping and Site Improvements

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	4.	**Type 1:**	06. **Type 2:** B02.	**P/Class:**	4.



Project Description

Xeriscaped areas throughout the campus exhibit erosion, missing aggregate, and exposed and torn underlayments. Sand and rocks wash onto sidewalks, and large regions have no ground cover and inappropriate ground covering materials. Water washes dirt, sand, and xeriscape materials onto sidewalks, roads, walkways, and parking lots.

Replace xeriscaped areas with new ground cover and underlayment near Buildings 1, 2, and 3. Install low-water-use plants and shrubs to control erosion.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Replace xeric landscaping (adj. for demo)	1.2126	20,468.0	SF	1.10	$7.74	$174,265
Maximum Allowable Construction Cost							$174,265
Total Project Cost							**$222,187**

Project 500.2005 · Refurbish Camp Hope Restroom/Shower Building

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	4.	**Type 1:**	05. **Type 2:** E01.	**P/Class:**	3.



Project Description

The restroom and shower building within Camp Hope exhibits worn finishes. The facility is not secure and has doors that stand open, limiting privacy. Lighting is insufficient, and fixtures are worn. A metal roof extends from the restroom building to cover an outdoor kitchen area.

Once the City takes ownership and maintenance responsibility for the building, refurbish the restroom and shower building with durable fixtures and finishes.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Refurbish the restroom/shower building	2.1116	787.0	SF	1.00	$40.42	$31,811
Maximum Allowable Construction Cost							$31,811
Total Project Cost							**$42,626**

Project 500.2006 · Playground improvements

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	4.	**Type 1:**	06. **Type 2:** B08.	**P/Class:**	3.



Project Description

A concrete masonry unit (CMU) wall surrounds the playground area behind Building 2. Unwanted visitors often jump over this wall and sleep within the play area. Play equipment is outdated, in poor condition, and sits on sand fall areas.

Increase the heights of the CMU walls surrounding the play areas. Replace the play equipment and install fall-area mulch.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Add to CMU walls	1.4122	2,092.0	SF	1.00	$23.10	$48,325
2	Replace playgrounds (adj. for demo and disposal)	1.3143	3.0	EA	1.10	$123,004.00	$405,913
Maximum Allowable Construction Cost							$454,238
Total Project Cost							**$579,154**

Project 500.2007 · Roof Replacement

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	4.	**Type 1:**	08. **Type 2:** C05.	**P/Class:**	2.



Project Description

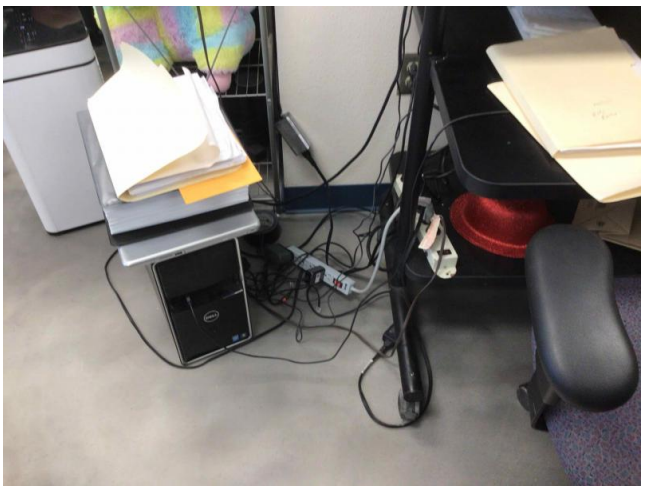
Flat roofs over Buildings 1, 2, and 3 exhibit soft spots, noise, and when tread upon, show movement. Outdated and abandoned mechanical equipment sits on rusted supports, and gas lines are unpainted. Water sits beneath combined heating and cooling units, and ducts show repaired seam separations with dried and cracked material. Flashing and metal coping exhibit exposed fasteners and some separation at seams. The single-ply roof systems exhibit exposed fasteners, seam separation, and multiple sections of material pieced together at parapets. The roof material shows a painted coating in some areas. Deteriorating and peeling materials appear near edges without flashing, and some membrane material covers parapet cap edges. Roof drains provide inadequate drainage with dirt, permanent stains, and a buildup of material and water ponding. Staff reports that persistent roof leaks cause repeated damage to ceilings.

Replace the roofs on all buildings.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Replace flat roofs	2.2439	28,758.0	SF	1.00	$33.50	$963,393
Maximum Allowable Construction Cost							$963,393
Total Project Cost							**$1,228,326**

Project 500.2008 · Electrical Upgrades

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	4.	**Type 1:**	05. **Type 2:** D04.	**P/Class:**	2.



Project Description

An insufficient number of electrical outlets serve the permanent buildings. Staff utilizes power strips. Breakers trip often due to the inadequate service.

Upgrade the secondary electrical service.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Upgrade the secondary electrical service	2.3925	29,960.0	SF	1.00	$23.40	$701,064
Maximum Allowable Construction Cost							$701,064
Total Project Cost							**$939,426**

Project 500.2009 · Building 1 Improvements

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	4.	**Type 1:**	04. **Type 2:**	G01.	**P/Class:** 2.



Project Description

Storefront systems, windows, and doors at Building 1, including the El Caldito Soup Kitchen and the Amador Health Center Annex, show damaged glass and frames, peeling tint material, scratches, and deteriorating caulk. Painted hollow metal frames exhibit dents, rust, and broken and missing sections. Metal doors show damage, faded paint, and rusted painted hollow metal frames. A metal door on the annex lacks a visual connection to the exterior. The El Caldito Soup Kitchen's kitchen offers an inefficient layout with poor spacing between equipment, low-hung hoods, outdated equipment, and deteriorating finishes, cabinets, and casework. Storage pantries are tiny, the food pick-up line is inefficient, the dish room is too small, and its location is inappropriate. Food preparation areas are tight, and the dish pantry holds too many dishes, storage items, and equipment. Finishes and fixtures in the dining room and restrooms are outdated, worn, and damaged. The Amador Health Center Annex exhibits outdated, worn finishes in poor condition and an inefficient layout. The entrance lobby is oversized and inefficient, and the front office serves too many functions. The offices are small and poorly laid out. Restroom fixtures and finishes are outdated, worn, and damaged. Both El Caldito Soup Kitchen and the Amador Health Center Annex have spaces too small to accommodate the increased demand for services. However, the site offers limited expansion opportunities.

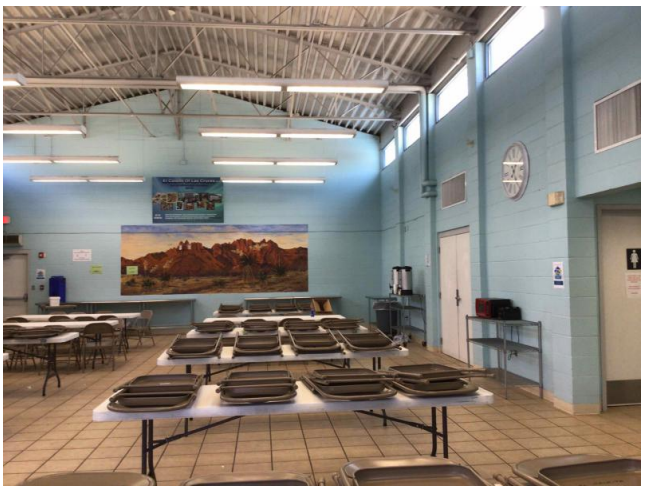
Replace storefront systems on the central and south portions of Building 1, including doors. Replace casement style and fixed pane windows and exterior metal doors. Renovate the kitchen. Refurbish the dining room, including new lighting. Renovate the restrooms in the El Caldito Soup Kitchen. Renovate the Amador Health Center Annex, including the restrooms.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Replace storefront systems (adj. for demo/disposal)	2.2224	300.0	SF	1.10	$114.81	$37,887
2	Replace storefront system doors (adj. for demo/disposal)	2.2130	4.0	EA	1.10	$2,699.53	$11,878

3	Replace windows	2.2232	2,160.0	SF	1.00	$139.28	$300,845
4	Replace fixed windows	2.2227	900.0	SF	1.00	$69.44	$62,496
5	Replace metal doors and frames	2.2125	3.0	EA	1.00	$3,037.26	$9,112
6	Renovate kitchen	3.1139	2,510.0	SF	1.00	$596.70	$1,497,717
7	Refurbish dining room	2.1117	1,600.0	SF	1.00	$90.95	$145,520
8	Renovate restrooms	2.1119	440.0	SF	1.00	$495.93	$218,209
9	Renovate the Amador Health Center Annex, including refurbished finishes	2.1118	2,100.0	SF	1.00	$115.11	$241,731
Maximum Allowable Construction Cost							$2,525,395
Total Project Cost							**$3,384,029**

Project 500.2010 · Alternative Solution - Soup Kitchen Replacement Facility

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	6.	**Type 1:**	00. **Type 2:** F13.	**P/Class:**	2.



Project Description

The health center and soup kitchen are undersized for their programs, with little room for expansion.

Construct a new building (9,000 GSF) to house the El Caldito Soup Kitchen. Renovate the former soup kitchen and existing health center annex spaces to accommodate an expanded health center.

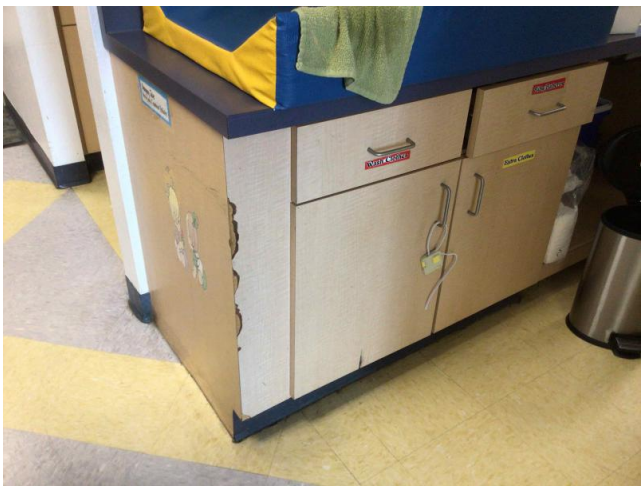
The cost for a 9,000 SF replacement building for El Caldito is $3,366,000 MACC / $4,022,370 TPC
The cost to renovate El Caldito and Suite D for Health Center use (7,300 sf general renovation) is $840,303 MACC / $1,004,162 TPC

The total estimated project cost is $5,026,532.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Replacement building	3.2129	9,000.0	SF	0.00	$374.00	$0
2	Renovate spaces	2.1118	7,300.0	SF	0.00	$115.11	$0
Maximum Allowable Construction Cost							$0
Total Project Cost							**$0**

Project 500.2011 · Building 2 Improvements and Additions

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	6.	**Type 1:**	04. **Type 2:** F01.2.	**P/Class:**	3.



Project Description

The Jardin de los Ninos daycare facility (Building 2) shows outdated finishes and fixtures in fair to poor condition. Spaces are not well utilized and the layout is confusing and inefficient. Staff wish to expand to double the classroom capacity.

Renovate Building 2, including new finishes and lighting. Construct an addition including classrooms (7 x1,200 sf), a kitchen and cafeteria (3,500 sf), and additional offices and counseling rooms (5 x150 sf).

Addition: 8,400 + 3,500 + 750 = 12,650 / .7 = 18,071 GSF

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Renovate building	2.1118	12,196.0	SF	1.00	$115.11	$1,403,882
2	Construct an addition (adj. for kitchen)	3.2111	18,071.0	SF	1.25	$295.00	$6,663,681
Maximum Allowable Construction Cost							$8,067,563
Total Project Cost							**$10,810,534**

Project 500.2012 · Alternative Solution - Daycare Facility Replacement

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	6.	**Type 1:**	09. **Type 2:** F13.	**P/Class:**	2.



Project Description

Jardin de Los Ninos exhibits outdated and worn finishes and insufficient space for its program. The layout of the building is confusing and inefficient. The location on campus between the administrative offices and intake functions in Building 3, and the health clinic with the walk-up window for harm reduction supplies in Building 1, exposes children to adult and potentially inappropriate activities.

Construct a replacement building (22,000 sf) to accommodate a daycare facility with expanded capacity, including playgrounds and protected outdoor space.

Replacement facility: 22,000 / 0.7 = 31,400 GSF

The estimated total project cost is $10,731,578, including parking lots and playgrounds.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Replacement building (adj. 1.1 for parking/playgrounds)	3.2119	31,400.0	SF	0.00	$260.00	$0
Maximum Allowable Construction Cost							$0
Total Project Cost							**$0**

Project 500.2013 · Building 3 Improvements

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	6.	**Type 1:**	04. **Type 2:** F02.	**P/Class:**	3.



Project Description

Building 3 exhibits outdated and worn finishes and fixtures. The administrative and Food Rescue Warehouse functions have outgrown their spaces. A project is in progress to renovate an adjacent building (formerly the Horse and Hound feed store) for the Casa de Peregrinos Food Rescue Warehouse.

After the Casa de Peregrinos Food Rescue Warehouse relocates to the former Horse and Hound Building, renovate Building 3 to accommodate the functional requirements for MVCH administrative and support functions. Accommodate the following:
- A staff of 19 full-time, six part-time, and five contract personnel, plus space for volunteers and interns. Staff requires a minimum of three private offices. The remaining staff can use open workstations or two- to three-person offices.
- Interview and counseling rooms for caseworkers to meet with clients (minimum of 5 rooms) near the reception/waiting area.
- Additional staff restrooms on both the east and west sides of the building (currently, only one single-occupant restroom exists on each side)
- Additional storage for donations of clothing, personal hygiene items, furniture, and other household items (a minimum of 600 square feet - more if possible)
- Additional file storage space, a fully functional staff break area, and additional custodial supply and maintenance space

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Renovate building	2.1118	10,582.0	SF	1.00	$115.11	$1,218,094
Maximum Allowable Construction Cost							$1,218,094
Total Project Cost							**$1,632,246**

Project 500.2014 · Mechanical Study

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	4.	**Type 1:**	13. **Type 2:** D03.	**P/Class:**	3.



Project Description

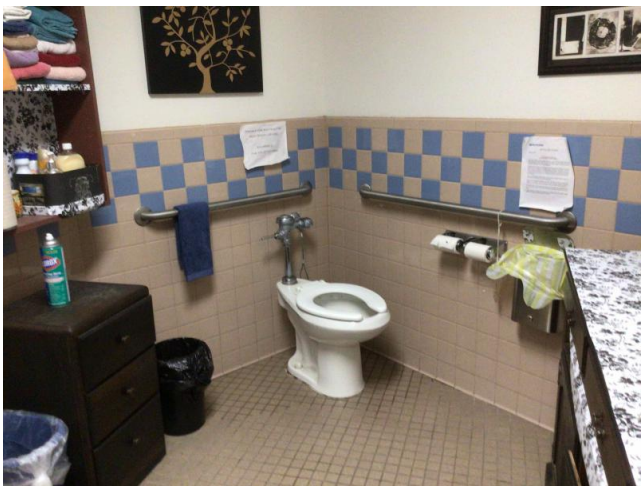
Many mechanical units throughout the campus are aging and function poorly. Some units do not function. Temperature control is challenging in all buildings.

Commission a mechanical study for all three permanent buildings to determine necessary repairs and upgrades. The CIP includes an allowance for repairs and upgrades.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Commission a mechanical study	2.4314	1.0	Per	1.00	$6,500.00	$6,500
2	Allowance for replacement	0.0000	1.0	Allowance	1.00	$1,750,000.00	$1,750,000
Maximum Allowable Construction Cost							$1,756,500
Total Project Cost							**$2,099,018**

Project 500.2015 · Plumbing Study

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	4. **Type 1:**	13. **Type 2:**	D05.	**P/Class:**	3.



Project Description

Plumbing fixtures and pipes throughout the campus are old. Dry drains and incorrectly capped open floor drains emit odors and fumes. Plumbing fixtures back up frequently.

Commission a plumbing study for the three permanent buildings, and the stand-alone restroom and shower building within Camp Hope to determine necessary repairs and upgrades. The CIP includes an allowance for repairs and upgrades.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Commission a plumbing study	2.4314	1.0	Per	1.00	$6,500.00	$6,500
2	Allowance for repairs	0.0000	1.0	Allowance	1.00	$250,000.00	$250,000
Maximum Allowable Construction Cost							$256,500
Total Project Cost							**$306,518**

Project 500.2016 · Drainage Study

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	4.	**Type 1:**	13. **Type 2:** B05.	**P/Class:**	2.



Project Description

Multiple areas throughout the campus show erosion and water ponding. Water washes sand, dirt, and rocks onto sidewalks, roads, and parking lots. Unpaved areas hold large amounts of water and mud.

Commission a drainage study for the entire campus to identify solutions. The CIP includes an allowance for repairs and upgrades.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Commission a drainage study, (adj. for campus continuity)	2.4311	4.0	Acre	0.50	$6,500.00	$13,000
2	Allowance for drainage improvements	0.0000	1.0	Allowance	1.00	$500,000.00	$500,000
Maximum Allowable Construction Cost							$513,000
Total Project Cost							**$613,035**

Project 500.2017 · Public Address System Installation

Facility:	Mesilla Valley Community of Hope			**IDNO:**	500
Category:	1.	**Type 1:**	05.	**Type 2:**	D04.	**P/Class:**	2.

Project Description

No central public address (PA) communication system serves the campus or connects the buildings.

Install a campus-wide PA system.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install PA console and speakers	2.4112	1.0	EA	1.00	$26,987.10	$26,987
Maximum Allowable Construction Cost							$26,987
Total Project Cost							**$36,163**

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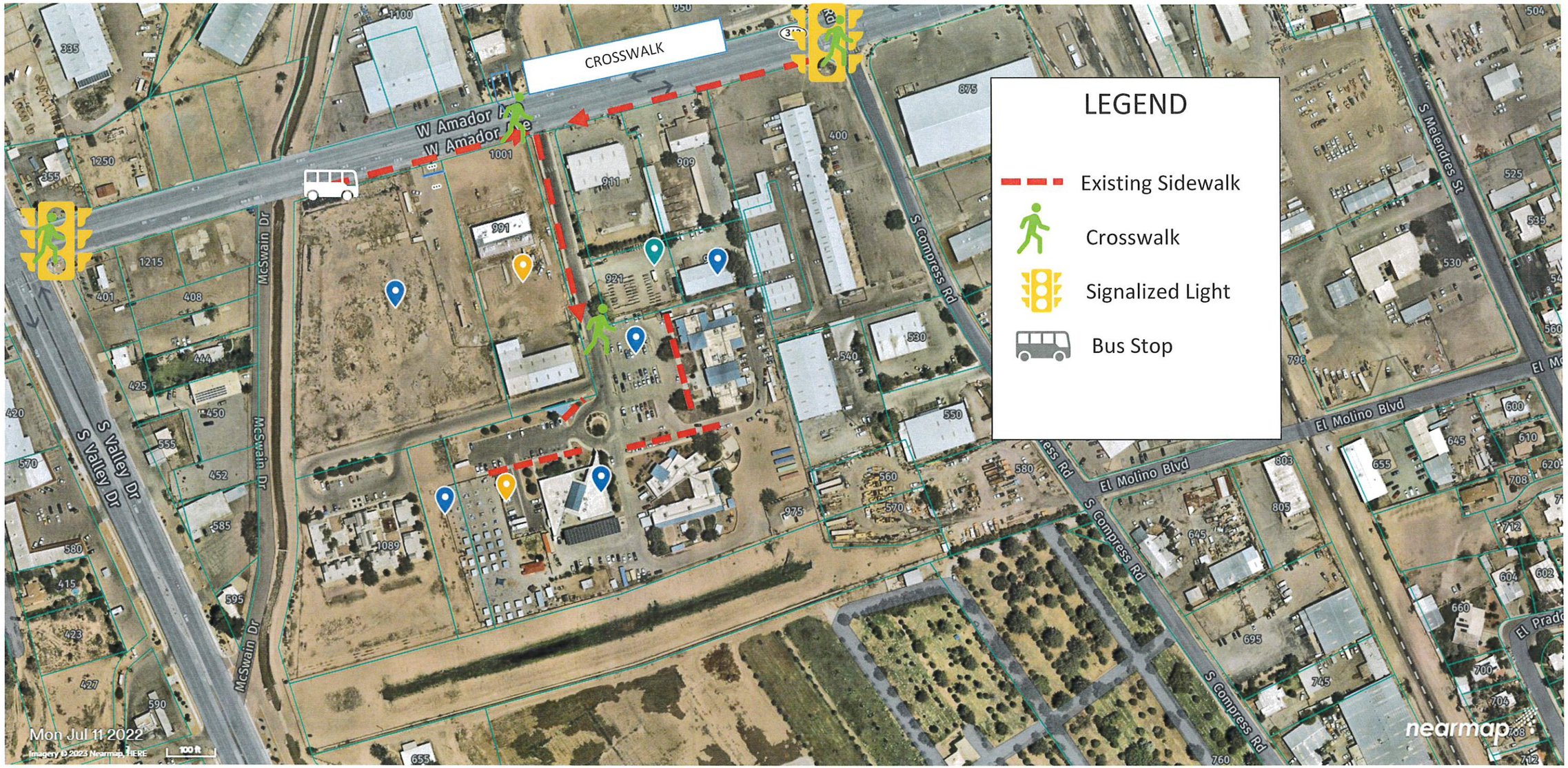
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PEDISTRIAN MASTER PLAN



Attachment "A"

SUBDIVISION

City of Las Cruces®
MOUNTAINS OF OPPORTUNITY

Planning & Zoning Commission 01/24/2023

CASE 22ZO2500106: PUD CONCEPT PLAN AMENDMENT

STAFF CONTACT:	John Castillo, (575) 541-2288, jcastillo@las-cruces.org
OWNER:	City of Las Cruces
REPRESENTATIVE:	City of Las Cruces
COUNCIL DISTRICT:	District #4
SITE LOCATION:	999 W Amador Avenue
EXISTING ZONING:	PUD (Planned Unit Development)
REQUEST:	An amendment to the Mesilla Valley Community of Hope PUD expanding the boundary of the PUD and integrating the newly adopted master plan to the concept plan.
RELATED APPLICATIONS:	22CS0500142 – Amador Tracts Replat No. 2 Administrative Replat
STAFF RECOMMENDATION:	Approval with Conditions

SUMMARY OF REQUEST CASE 22ZO2500106:
The Mesilla Valley Community of Hope (MVCH) campus is seeking approval to amend the MVCH Planned Unit Development (PUD) concept plan. The amendment will incorporate five (5) lots expanding the boundary of the Concept Plan and increasing the acreage from 8.01 ± acres to 16.59 ± acres in size. The PUD amendment will also include the incorporation of the recently adopted MVCH Master Plan.

SUMMARY OF RECOMMENDATION:
Staff Recommendation: **APPROVAL WITH CONDITIONS** based on the findings listed below:

1. The proposed concept plan amendment is compliant with Section 38-49 of the 2001 Zoning Code, as amended.
2. The proposed construction and use of the PUD will not be detrimental to the health, safety, or welfare of the community or adjacent neighborhood.
3. The proposal will promote the infill of vacant land in the center of the City.

4. More specifically, the proposed concept plan amendment follows earlier efforts to balance flexibility in development to benefits the community receives. (Sections 38-49.A.6)
5. The proposed concept plan amendment addresses all relevant development related issues in both a specific and conceptual manner.(Section 38-49.C.)
6. The proposed concept plan amendment is supported by various goals, objectives and policies found within the Elevate Las Cruces Comprehensive Plan and companion planning documents.

Conditions:

1. An opaque perimeter wall or fence at least 5 feet in height and adequate landscaping in conformance with all applicable regulations shall be constructed around the external perimeter of Camp Hope.
2. The camping facilities shall be constructed to the Bureau of Reclamation's camping standards or other equivalent standards as approved by the Community Development Director.
3. Permanent potable water and bathroom facilities accessible 24 hours a day seven days a week shall be provided for Camp Hope residents.
4. Trash receptacles in compliance with CLC regulations shall be provided for Camp Hope residents.
5. The PUD shall Comply with the International Fire Code, specifically chapters 3- General Precautions Against Fire, 9- Fire Protection Systems, and 24-Tents & Canopies.
6. Emergency access routes shall be maintained throughout the campus and Camp Hope in accordance with section 503.
7. The use of temporary electrical wiring, open flame, and liquid/gas fueled heating appliances, generators, or smoking will be strictly prohibited.
8. A current list of residents' names and their tent locations shall be kept at the camp to aid in emergency response.
9. One person minimum must remain on watch overnight to ensure security and provide a fire watch for Camp Hope.
10. No tent can be utilized for more than 10 persons at any time.
11. The PUD will follow the Mesilla Valley Community of Hope Master Plan and Management Structure Recommendations (Attachment #4)
12. A Traffic Impact Analysis (TIA) shall be submitted and approved for the entire campus prior to the issuing of a Certificate of Occupancy.

PROPOSAL AND LAND USE HISTORY

PROJECT DESCRIPTION:

The PUD area is located south of Amador Avenue at 999 W. Amador Avenue. The concept plan amendment area encompasses 16.59 ± acres and contains land that is currently developed and developing. The proposed amendment seeks to combine the originally acquired land of 8.01 acres and other recently acquired properties over the years that are adjacent to the MVCH campus. The amendment allows for the expansion of the boundary of the originally acquired land and incorporate a new master plan and management structure recommendation plan for the future growth of the MVCH campus.

LAND USE HISTORY:
The MVCH campus was originally acquired by the City of Las Cruces in 1994 and consisted of the Amador Health Center and El Caldito Soup Kitchen. The Jardin De Los Ninos Daycare, Casa de Peregrinos and Mesilla Valley Community of Hope were to be used as a homeless shelter that would be operated by the Mesilla Valley Community of Hope. In 1996 the property applied and was approved for a Special Use Permit to allow for the use of Quasi-Institutional Housing. Within the same year the subject property also underwent a zone change from M-1 (Light Manufacturing) to R-3 (Multi-Dwelling Medium Density) and was approved through Ordinance 1554 to allow for quasi-institutional housing. Then in 2013 the property had another zone change from R-3 to Planned Unit Development (PUD) which was approved through Ordinance 2676.

Between 1994 and 2009 the City of Las Cruces would sell a small portion of the originally acquired land and also acquired other adjacent properties. This was then replated through the the Chilton Tracts Replat No. 1, the Woodward Lumber Company Subdivision, Amador Tracts Subdivision and finally the Amador Tracts Replat No. 1 Subdivision that was filed in 2003. Then between 2004 and 2018 the campus underwent five more replats known as Amador Tracts Replat No. 3 through 6. Currently the property is going through an administrative replat known as Las Cruces Community of Hope Subdivision to incorporate recently acquired property that will amend the boundary lines of the original land acquisition and previous replats of the property.

ZONING DECISION CRITERIA AND POLICIES

POLICY	DOES IT COMPLY?
Neighborhood Character and Compatibility	Yes
Elevate Las Cruces Comprehensive Plan	Yes
Thoroughfare Plans	Yes
Criteria for PUD: Section 38-49 D.(d)(1) b	Yes

NEIGHBORHOOD CHARACTER AND COMPATIBILITY:
Much of the area surrounding the MVCH PUD area is developed commercial, industrial and institutional land uses with the following zoning districts: C-3C (Commercial High Intensity-Conditional); C-3 (Commercial High Intensity); M-1/M-2 (Industrial Standard). From a compatibility perspective, the expanded MVCH PUD is in keeping with the area and the originally approved PUD.

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:
The property is located in the Urban Neighborhood Place Type and along a mixed-use corridor as shown on the Future Development Map in the Elevate Las Cruces Comprehensive Plan. The comprehensive plan has numerous goals, policies and actions that support the proposed amendment and concept plan elements. The following is a list of some of the key supporting goals and policies:

- Community Environment (CE):
  - Goal CE-3: Community Environment - Support community growth through concentrated development at activity centers and along key corridors.
    - Policy CE-3.2 – Allow for a mix of development type and intensity along major thoroughfares that reflects surrounding urban, suburban, and rural contexts.
  - Goal CE-4: Complete Neighborhoods – Develop mixed-use neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses.
    - Policy CE-4.1 – Encourage a variety of housing types into new and redeveloping neighborhoods to provide options for all ages and incomes throughout the city.
    - Policy CE-4.4 – 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 resource 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.
    - Policy CE-5.3- Ensure that development concepts provide an interconnected network of pedestrian facilities linking streets, buildings, parking, and public gathering space.
    - Policy CE-5.4- Provide motor vehicle access and parking options that preserve thoroughfare function and the comfort of pedestrians and bicycles.
  - Goal CE-6: Context Sensitive Street Design – Design streets to support varying levels of pedestrian activity based on the intended built context of surrounding development.
    - Policy CE-6.2 – Design and construct city streets that support vehicular, truck, bus, pedestrian, and bicycle travel within the same right-of-way.
- Community Prosperity (CP):
  - Goal CP-7: Attainable housing – Provide affordable, clean, and safe housing options for all residents regardless of income.
    - Policy CP-7.1 – Coordinate with local community organizations to provide education and implement attainable housing.
    - Policy CP-7.2 – Disperse affordable housing units to promote the development of mixed-income neighborhoods.
    - Policy CP-8.1 – Support efforts to provide transitory populations permanent, stable homes.
      - Action CP-8.1.1 – Coordinate with Community Organizations such as the Mesilla Valley Community of Hope to expand resources for the homeless population.
      - Action CP-8.1.2 – Provide local and federal funds to resource agencies that provide emergency housing and supportive services to the homeless population as available.

- Goal CP-9: Housing Diversity – Provide a diverse range of housing options to accommodate residents at all stages in life.
  - Policy CP-9.1 – Encourage the use of alternative housing types, styles, and living arrangements as a means to provide additional housing opportunities.
  - 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 (CL):
  - Goal CL-7: Transportation -Land Use Connection – Develop an accessible and efficient transportation systems that provides seamless connectivity to surrounding land uses and complements various development patterns.
    - Policy CL-7.2 – Promote street interconnectivity within and between neighborhoods, between commercial developments, and within town centers and neighborhood centers.
  - Goal CL-8: Multi-modal System – Develop an equitable, multi-modal transportation system that presents feasible travel options for residents.
    - Policy CL-8.1 – Design new and retrofit existing streets in a manner that balance the needs of all modes and users.
    - Policy CL-8.4 – Require the inclusion of safe and connected bicycle and pedestrian infrastructure with all new roadways or roadway reconstruction.
  - Goal CL-9: Transportation Safety – Incorporate public health and safety enhancements into transportation system investments and policies.

As shown above, the Elevate Las Cruces Comprehensive Plan provides ample support for the MVCH PUD Concept Plan Amendment.

COMPLIANCE WITH THOROUGHFARE PLAN:
Amador Avenue, a designated arterial roadway as per Elevate Las Cruces and the Mesilla Valley Metropolitan Planning Organization (MVMPO), is the roadway that provides primary access for the development. Amador Avenue is designed to accommodate uses such as the MVCH and other high intensity types of land uses.

OBJECTIVES OF PLANNED UNIT DEVELOPMENT:
The purpose of a Planned Unit Development (PUD) is to:

(1) Comply with growth management policy as established in the land use element, other applicable elements, and all companion documents to the comprehensive plan;
(2) Produce more flexibility in development than would result from a strict application of this Code;
(3) Permit design flexibility that will encourage a more creative approach to the development of land and that will result in more efficient and aesthetically desirable alternatives to the housing and other development needs of the community;
(4) Permit flexibility in land use, density, placement of buildings, arrangement of open space, circulation facilities, and off-street parking areas, and maximize the potential of individual sites under development;

(5) Promote the infill of vacant land; and
(6) Create developments that balance the benefits to the community with the developer's interests.

Approval of a PUD concept plan (major amendment) must receive a recommendation from the Planning and Zoning Commission to the Las Cruces City Council. City Council is the final authority on the request. Concept Plan recommendations and decisions are based on findings and as presented, the findings show strong support for the proposed request.

DEVELOPMENT STANDARDS

SITE COMPLIANCE FOR CURRENT USE:
The campus has developed with the majority of land servicing the MVCH. This includes a medical clinic, soup kitchen, daycare, food bank, a homeless case management and day service center, and temporary tent camp for the homeless. As the property currently exists, it is compliant with the current rules and regulations of the PUD.

SITE SUITABILITY FOR PROPOSED USE:
In that the current PUD exists, amending the PUD as proposed with inclusion of the 8.58 acres makes perfect sense. Many elements proposed with the new master plan are for the future expansion of the campus.

ADEQUACY OF PUBLIC FACILITIES AND SERVICES:
City water, sewer and gas serves the MVCH campus development as it exists to date. Any applicable utility extension and/or upgrade of service will follow the development and be made available as need dictates. Capacity to serve should not be an issue with the proposed built outs.

FLOOD PLAIN:
The property is not located in a designated flood zone.

STAFF AND PUBLIC COMMENTS

PUBLIC NOTIFICATION AND INPUT:
Notice of a Public Hearing was mailed to all property owners within 500 feet of the subject property. As of this report's writing, staff has received a phone call regarding more information on the expansion of the PUD.

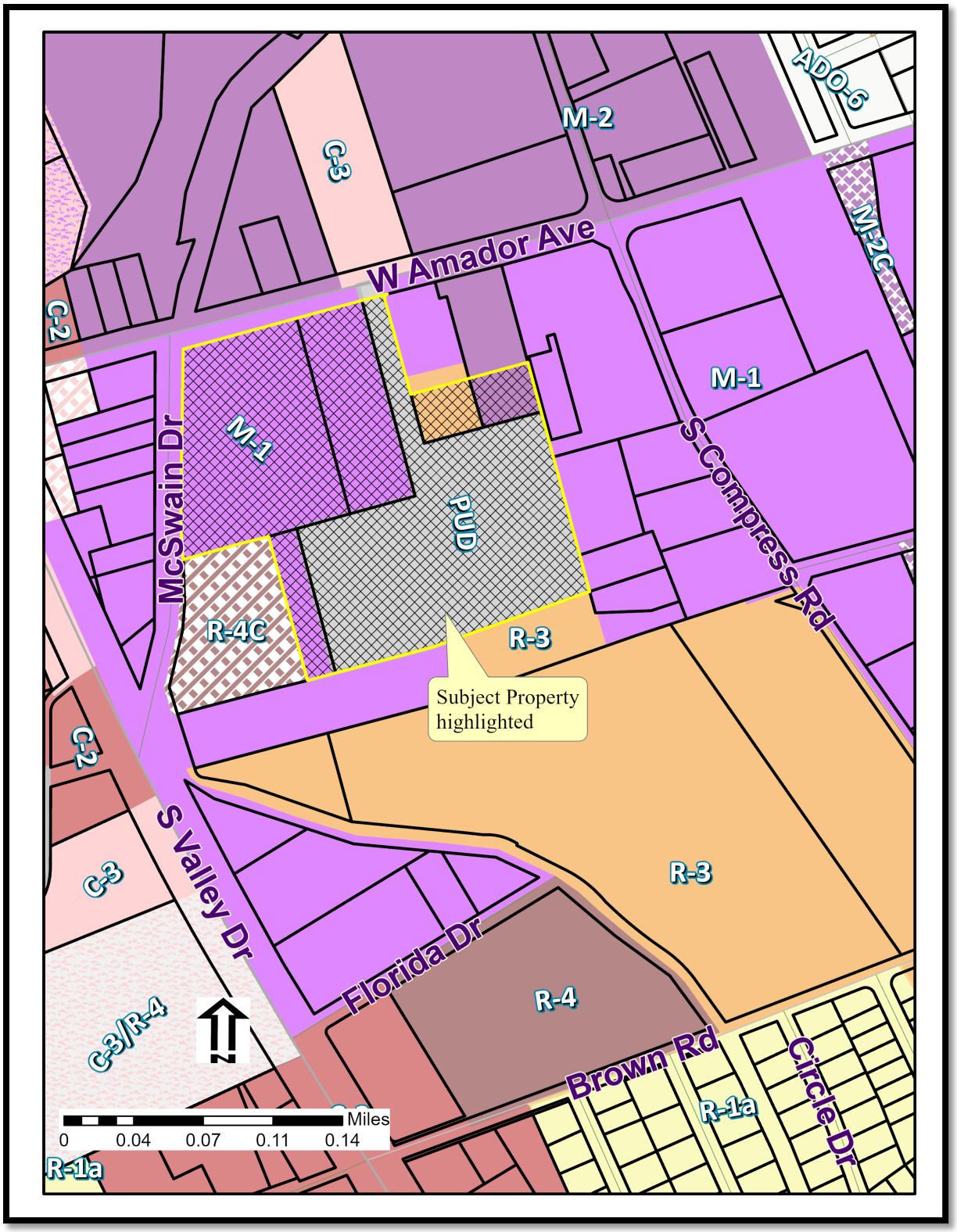
STAFF COMMENTS:
No reviewing departments had any negative technical comments on the proposed concept plan amendment. On November 23, 2022, the DRC reviewed the proposed concept plan amendment and recommended unanimous approval with conditions to the Planning and Zoning Commission. The condition that was placed as part of the approval is that a Traffic Impact Analysis (TIA) be submitted and approved prior to the issuance of a Certificate of Occupancy. The other listed conditions were placed on the original PUD and staff is bringing them over with this PUD Concept Plan Amendment for consistency.

ATTACHMENTS:
1. Zoning Map

2. Aerial Map
3. Proposed Mesilla Valley Community of Hope Concept Plan
4. Adopted Master Plan and Management Structure Recommendations
5. Department Comments
6. Development Review Committee Meeting November 23, 2022

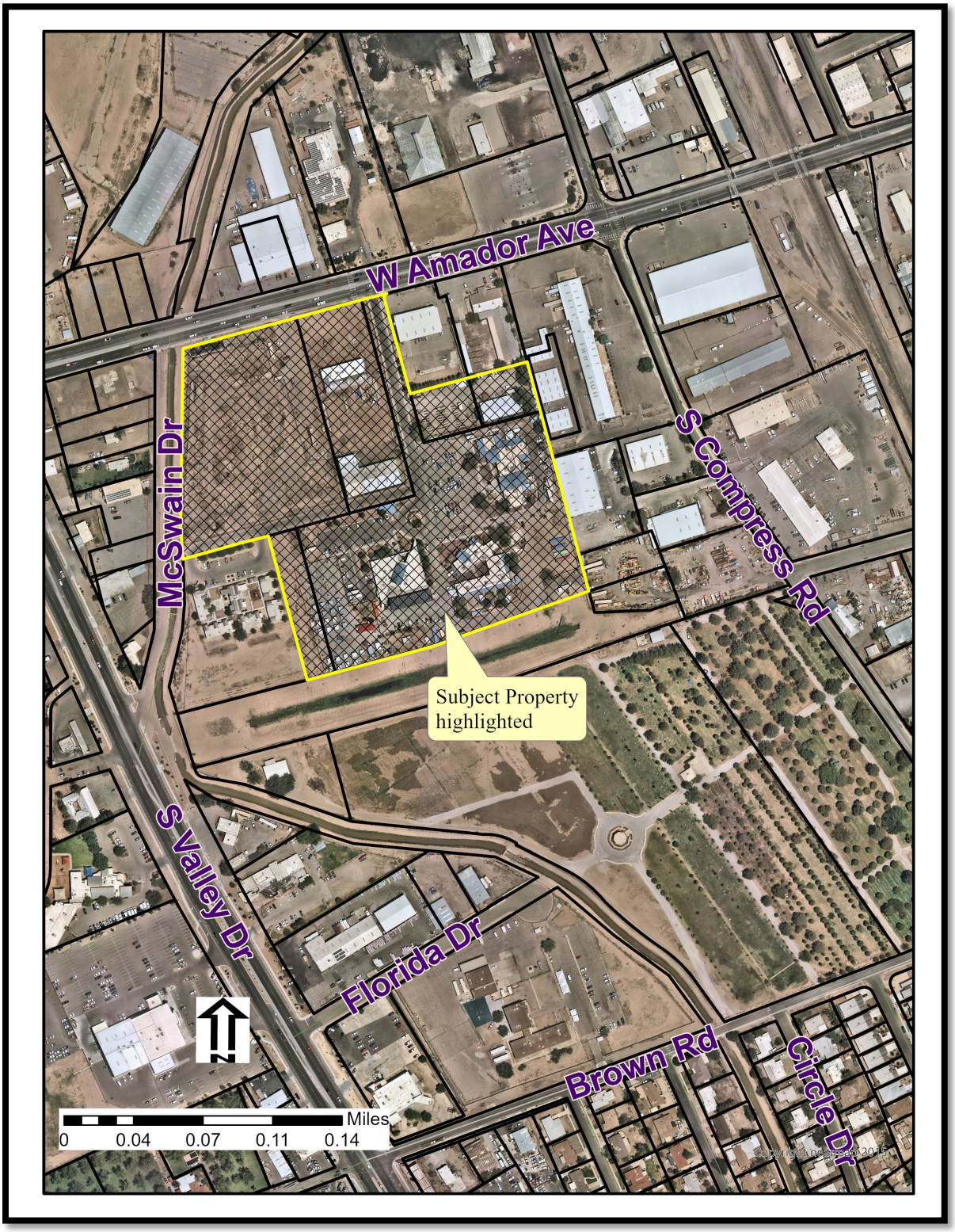
ATTACHMENT 1

Zoning Map



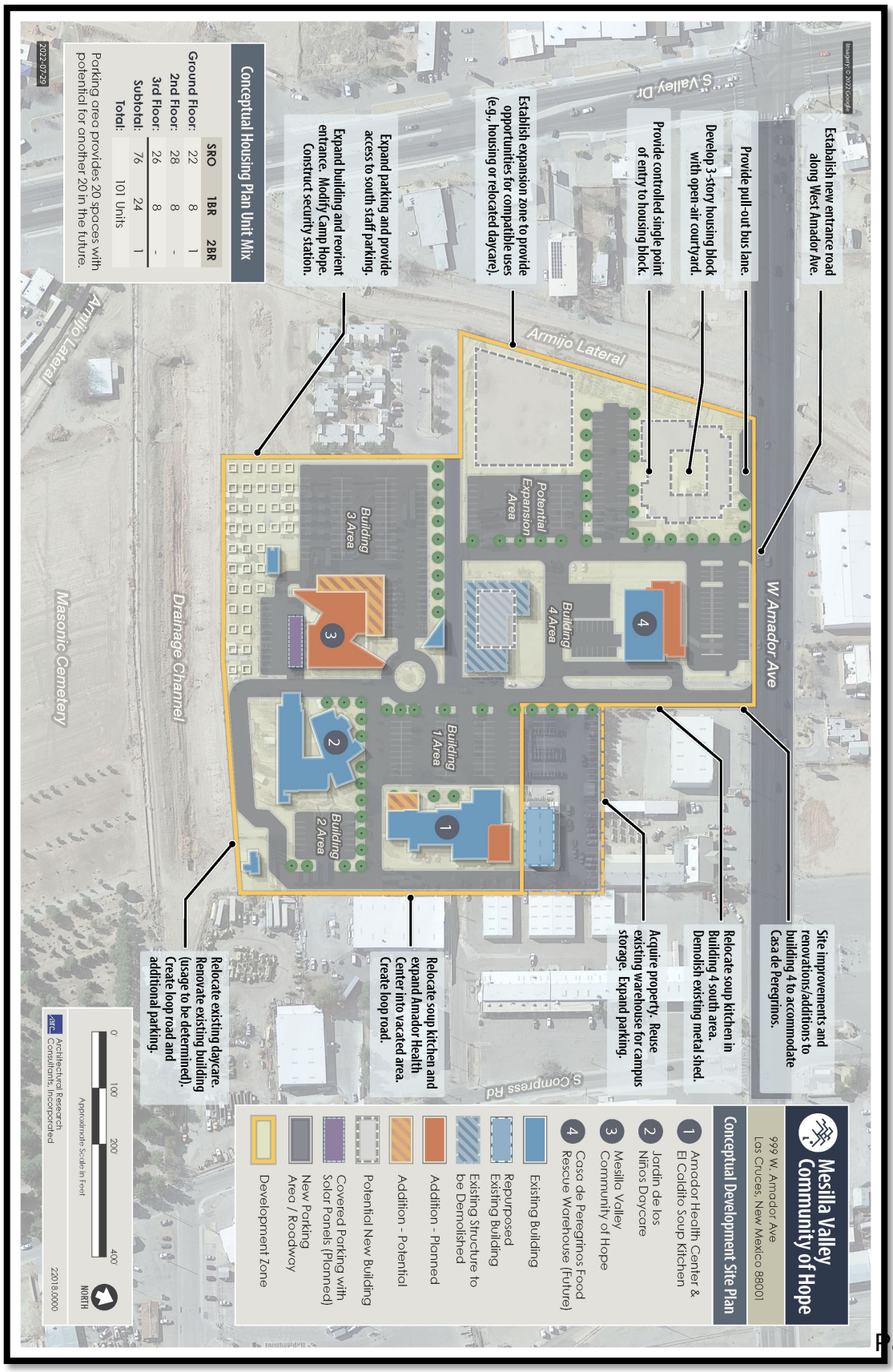
ATTACHMENT 2

Aerial Map



ATTACHMENT 3

Proposed Concept Plan



ATTACHMENT 5
Department Review Comments

Department: Planning

Status: YES

Department: Traffic Engineering

Status: YES

Department: Engineering

Status: YES

Department: Parks and Recreation

Status: YES

Department: Utility Engineering

STATUS: YES

Department: Fire

Status: YES

Department: City MPO

Status: YES

Department: CLC Flood Administration

Status: YES

ATTACHMENT 6
Development Review Committee

Case 22ZO2500106: MVCH Planned Unit Development (PUD) Major Amendment

- A request for approval of a PUD major amendment, known as Mesilla Valley Community of Hope Planned Unit Development (PUD)
- The proposed subdivision currently encompasses 8.01 + acres, is zoned PUD (Planned Unit Development), is located at 999 W Amador.
- The PUD major amendment will amend the original boundary of the concept plan and incorporate an additional 15.7 ± acres for a new total of 23.71 acres. It will also incorporate the new master plan that was created for the property.
- Submitted by the City of Las Cruces, property owners.

Ochoa: All righty, so well go ahead, so next item up for bid is Case No. 22ZO2500106, this is the Mesilla Valley Community of Hope Planned Unit Development Major Amendment. It is a request to essentially amend the existing Planned Unit Development known as the Mesilla Valley Community of Hope Planned Unit Development. Essentially currently the PUD encompasses 8.01 acres in size and is located at 999 W. Amador. The PUD amendment will amend the original boundaries of the PUD which will incorporate an additional approximately 15.7 acres in size for a new total of 23.71 acres in size. The amendment also essentially will incorporate or will essentially now follow the new approved master plan for the Community of Hope area as well. That is what the amendment is. This was submitted by the City of Las Cruces. We do have Natalie on the phone with Neighborhood Services, who is taking care of this Planned Unit Development amendment. That being said, staff did not see that there was too many outstanding issues with this PUD amendment in staff comments. That being said, does anybody have anything additional to state for this amendment? Yes.

Kinney: The last time we had a meeting on this we discussed about the traffic impact analysis.

Ochoa: Right, the TIA.

Kinney: And we also had a lengthy discussion in our PR too last weekend. Initially during the first DRC meeting it was I guess determined by the DRC that that was not the time to require the TIA, it would be at the time of additional platting or subdividing and stuff.

Ochoa: Correct. Essentially that …

Kinney: Just went through an administrative replat and one of the arguments was this was just an admin replat. And now we're at the end of

everything and myself and I think traffic engineers still have concerns about the traffic impact analysis which we believe needs to be done by the City.

Ochoa: Right.

Kinney: Not necessarily by Economic Development. And you know there's various items like in section 32-407 where it says, "Preparation of a TIAs," one of them states, "Smaller developments may warrant a study if there are issues as determined by the traffic engineer or traffic safety or the development is located in already congested LOSD" means level of service D area.

Ochoa: Right.

Kinney: The traffic engineers informed me that Amador is a level of service D.

Ochoa: Okay.

Kinney: And that, a regular private development that would require a traffic impact analysis. And then section 38-49 the PUD, Planned Unit Developments in paragraph C, parentheses six states, "Off sight roadway and intersection improvements necessary in whole or in part because of the PUD's impact will have to be provided according to the improvements scheduled outlined in the required traffic impact analysis called for in the transportation element of the comprehensive plan." Policy 1.5 of goal 7, growth management. Now that was, I can't find that comprehensive plan. Elevate Las Cruces is now comprehensive. But policy 1.5 of goal 7 does not appear in there.

Ochoa: Yes, that's the old comprehensive plan unfortunately I think. So that comprehensive plan no longer exists, it was replaced by Elevate Las Cruces. But I believe Community Development we have seen that this is an issue and that traffic impact analysis does need to happen. But that being said I think we need to get City administration involved as to getting some type of direction as to who, when, and where, or how that TIA is going to happen. But it does need to happen because we do need to follow our own rules if you will. So that definitely does have to happen. The problem is though we need to get some type of direction from City admin for that. That being said, I believe we're going to reach out to City administration to see …

Green There is a TIA being done. It's only to cover the two new parcels, the two five acre plus parcels. The vacant one that's Brewers, and the new Horse and Hound.

Ochoa: Okay. So the actual addition to this PUD is what's going to be studied.

Green Correct.

Kinney: I guess my first question would be, was there a traffic impact analysis performed back when Community of Hope was first done?

Ochoa: Tim.

Pitts: I don't have an answer to that.

Kinney: Was there a TIA done?

Ochoa: So when that initial concept plan was done there was not a TIA done, there was just kind of like a minor study if you will I think that was done, but no actual traffic impact analysis was done with the initial one.

Kinney: Typically when, my understanding and Gary you can correct me, is when a TIA is called for then there's generally, one of the first things to happen is a scoping meeting between the traffic engineer and the parties required or the firm or whoever is performing the TIA as to what the scope would be. Although we're only adding you know to the PUD the size of the development is basically in acreage is almost doubling and I believe that probably the traffic engineer would probably request not only just what is the additional impact going to do, but what is actually, you have to look at the entire development as a whole in addition to what's coming in.

Ochoa: Okay. So the addition if you will.

Kinney: Right.

Ochoa: Yes Tim.

Pitts: I did speak to the City Manager's office yesterday about this. They are aware and are willing - they said that they will need to find money to do this. They agree that it’s a requirement of code. I think that if we already have an engineer working on a TIA I think we need to work with that engineer and see if we can. But either Public Works or Economic Development, someone's going to have to talk to City Manager's office to determine where that funding is going to come from. I think it needs to be done.

Kinney: My understanding Dr. Pitts you're referring to Huitt-Zollars who had done a trip generation report for the Casa de Peregrinos. That's my understanding that Huitt-Zollars firm is not doing a TIA. My understanding. They're updating the trip generation report.

Ochoa: Okay.

Kinney: Which is different than a traffic impact analysis.

Ochoa: Understood. But Natalie, you said there was a TIA being created for the existing. Do you know who was doing that TIA?

Green It was Huitt-Zollars. They told me it was a TIA. Hold on, let me find that e-mail.

Ochoa: Awesome. Appreciate that.

Kinney: Yes, I think we may be getting semantics but you know Huitt-Zollars did submit a report which was a trip generation type report it was not what is considered a TIA.

Ochoa: So they did a trip generation not an actual TIA.

Kinney: It would need to be expanded.

Green Did they just submit it? Because I haven't seen it. They said the completion date was coming, on November 3rd they said they were doing, the TIA will be completed in the next three weeks.

Ochoa: Okay.

Green And that's an e-mail from John Jarrard Huitt-Zollars, copy to Steve Harris in Public Works.

Skelton: To my knowledge traffic management hasn't been consulted regarding any TIA. No scoping I believe has been for this project. My believe would be we would need to look at the TIA encompassing the entire development, not just the new addition stuff like that because the development in its entirety is going to have a major impact on the area.

Ochoa: Sure.

Skelton: We'd also need to scope out intersections that may be affected.

Green And my goal guys is only to adjust the zoning on the Brewers parcel to be able to accommodate an affordable housing development complex because it doesn't do that now because it's industrial. The rest of the campus I could care less about, I'm not interested in rezoning it, but from an administrative it just makes sense to clean it up since we're going through zoning anyways. So whatever accomplishes my goal of rezoning Brewers Oil, that's what I want to do.

Ochoa: Understood. And I think since we did …

Green If we need to adjust the scope back, I'm happy to do that and we can just do the rezone on Brewers.

Ochoa: Okay. So I don't think we need to scale back, especially if we're already talked to City administration, City Manager's office and they have agreed that a TIA needs to happen for this. Since we already got their backing on it we need to see how it's going to happen, or we're going to get direction to get it done. I think we'll be okay to kind of move this one forward as is because we've heard it from the third floor saying essentially that this is going to happen. So with that being said I think we just as staff are going to have to keep an eye on that and make sure that this happens before, sooner than later I guess is kind of the best way to put it. So they do understand that we need to follow our own code so we do need to follow our own requirements if you will. So since we do have the backing from City admin, I don't know what else we can do other than just taking their word that they're going to take care of this issue. Any other comments?

Kinney: If we were to approve it on the contingency that the traffic impact analysis, the complete one, the scoping would be done.

Ochoa: I think that is within DRC's power to go ahead and put that condition. Essentially a condition stating that …

Kinney: But then it's open ended. If this was a private development how would we handle it?

Ochoa: So I guess that is something we could - yes Tim.

Pitts: I believe we've done this with the horseshoe apartments. We did it for CofO.

Kinney: Okay.

Pitts: So I'd be okay with that.

Ochoa: Okay. So a condition basically stating that a traffic impact analysis shall be required to be submitted prior to the issuing of any certificate of occupancy for the development of I guess this PUD area.

Skelton: Just semantics, are we submittal or approval prior to CofO? Because submittal of a TIA doesn't necessary mean approval.

Ochoa: I guess approval would be better.

Skelton: So I wasn't sure we were on the same.

Ochoa: I think approval is probably a little more feet to the fire if you will. So Natalie, if you're *(inaudible)* with that condition will you be okay with that?

Green Yes, that's fine.

Ochoa: Okay.

Kinney: Of course the scoping you know.

Green My only question would be what happens if the apartment doesn't trigger a full TIA? Or we'll just require it regardless. And it will have to be for the entire campus?

Ochoa: It'll be required period for the entire campus. Yes, that's what the condition will be. But the project can continue for your affordable housing development, it could be submitted, it could be inspected, it's just a TIA will have to be approved for the entire campus prior to a certificate of occupancy being issued.

Green All right. Sounds good.

Ochoa: Okay. So if everybody's okay with that, I guess can I get a motion to approve the proposed PUD amendment with said condition?

Kinney: I have a motion to approve it on contingency that a traffic impact analysis for the entire campus, not just the new additions to it, which will be part of the campus, but the entire campus and the scoping step of the traffic impact analysis would need to be in conjunction or approved by City's traffic engineering section and that the TIA would need to be submitted and approved by the traffic engineer, Community Development, prior to any issuance of certificate of occupancy.

Ochoa: So moved. Do I have a second?

Skelton: Second.

Ochoa: All right. That being said, all in favor for the approval with conditions say "aye."

MOTION PASSES UNANIMOUSLY.

Ochoa: All opposed. Seeing none. The proposed PUD amendment is moving forward to the December 20th Planning and Zoning Commission meeting with a recommendation of approval with conditions. All righty. Thank you folks.

PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
January 24, 2023 at 6:00 p.m.

BOARD MEMBERS PRESENT:
Scott Kaiser, Chair
Vanessa Vega, Secretary
Joaquin Acosta, Member
James Bennett, Member
Enrico Smith, Member

BOARD MEMBERS ABSENT:

STAFF PRESENT:
Larry Nichols, Director Community Development Department, CLC
Vincent Banegas, Interim Planner
John Castillo, CLC Planner
Jocelyn Garrison, CLC Senior Assistant City Attorney
Adrian Guzman, CLC Communications
Becky Baum, Recording Secretary, RC Creations, LLC

1. CALL TO ORDER (6:10)

Kaiser: Once again thank you all for your patience. We will now call this meeting to order. It is 6:10 on January 24, 2023. Before we get started, I'd just like to wish everybody a happy new year. This is our first meeting of the year. And it looks like we're going to have some good discussion tonight.

2. CONFLICT OF INTEREST

Kaiser: So before we get started, are there any conflicts of interest from any of the Commissioners? Hearing none.

3. ACCEPTANCE OF THE AGENDA

Kaiser: We'll move down to the acceptance of the agenda. Can I get a motion to approve tonight's agenda?

Bennett: I'll make a motion to approve tonight's agenda.

Vega: Second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Vega:

Vega: Yes.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

4. ELECTION OF OFFICERS

Kaiser: All right. Moving along down the agenda. I've been advised to hold off on the election of officers this evening until we can fill the two vacant positions. So we'll stand by for that.

5. APPROVAL OF MINUTES – December 20, 2022

Kaiser: Next, we need a motion to approve the minutes from the December 20th meeting. That I do understand we have a correction to make.

Vega: Yes, so in the original packet my name is listed as president. It's been corrected, so just want to make a note of that.

Kaiser: Thank you. Are there any other comments? All right, can I get a motion to approve the minutes from last month?

Bennett: I make a motion to approve the minutes from last month.

Acosta: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Vega.

Vega: I abstain.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Please note for the record Board Member Smith has arrived. Thank you.

6. POSTPONEMENTS

Kaiser: Okay, moving on to postponements tonight. We do have one postponement, item 10.3, which is a Special Use Permit for a cannabis retail establishment. My understanding is that we are going to postpone that indefinitely.

Banegas: Mr. Chairman. Vincent Banegas, Interim Planner. That is correct. We'll postpone indefinitely. Staff will have to readvertise. We are aware of an error in our zoning map and the actual ordinance that adopted the zoning for the property, so we need to make sure those coincide.

Kaiser: All right. Thank you very much. All right. I'm looking for a motion to postpone item 10.3 indefinitely.

Bennett: I make a motion to postpone 10.3 indefinitely.

Acosta: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Vega.

Vega: Yes.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Thank you.

7. PUBLIC PARTICIPATION

Kaiser: All right, item number seven is public participation. Looks like we definitely have some folks in the audience tonight. But I'd like to open this opportunity for anybody who is here and wishes to speak on an item that is not on tonight's agenda. Can I get a show of hands? All right, seeing none.

8. CONSENT AGENDA

Kaiser: We do not have any consent agenda items to meet.

9. OLD BUSINESS

9.1 Mesilla Valley Community of Hope Planned Unit Development (PUD) Major Amendment: A request to approve a Major Amendment to a PUD Concept Plan known as the Mesilla Valley Community of Hope PUD. The proposed PUD currently encompasses 8.01 ± acres, is zoned PUD and located at 999 W. Amador. The PUD major amendment will increase the size of the PUD area to be a total of 16.59 ± acres and will also incorporate the new master plan that was created for the campus. Submitted by the City of Las Cruces Property owners. (Case #22ZO25500106)

Kaiser: So we will move on to old business. That would be item 9.1 Mesilla Valley Community of Hope Planned Unit Development major amendment. Staff, it's all yours.

Castillo: Good evening, Mr. Chair, Commission. My name is John Castillo. I'm a Planner with the City. Tonight we're going to be discussing the Mesilla Valley Community of Hope Planned Unit concept plan amendment.

So a Planned Unit Development is a process similar that's traditional style of land development. You have your master plan or what we would consider a concept plan. The next step would be a preliminary plat or what we would call a final site plan. And then the final step would be a final plat or what we call still a final plat. A PUD complies with growth management policies, affords greater design and development flexibility, development promoting incentives to developer, while obtaining community benefits. The key elements to a Planned Unit Development or PUD is the land use residential density, intensity of uses, major transportation alignments and phasing. Other elements may be included, but the foundation by which a developer may write a development code for a subject development.

The property is currently located at 999 West Amador Avenue and is currently 8.01 acres in size. The land under consideration was originally

acquired by the City of Las Cruces in 1994. Underwent the transition to a PUD style of development in 2013 from R-3 which is our multidwelling medium density and M-1 industrial standard zoning districts. Presently the Mesilla Valley Community of Hope campus development is subject to the adopted concept plan and the associated conditions as outlined in ordinance number 2676.

The key development strategies outlined in the MVCH campus concept plan is to better serve the homeless, near homeless, and low income families and individuals of the community. This includes accessibility, driveways and parking, additions to the existing campus through rehabilitation of buildings, camping, possible additional agencies. And relocation and new construction on campus. This includes new buildings and possible new agencies to be included in what's already existing.

This as you can see as an aerial image of the subject property outlined in yellow. The main campus is going to be this area right here. The additions are going to be these two properties and this over here as well. As we can see the zoning of the surrounding area and the current PUD. So today's proposal is to amend the boundary of the MVCH PUD concept plan. This will incorporate newly acquired property and property that has been acquired between 1994 and 2009 into the new concept plan. This will also update and modify a related PUD concept plan based on the newly adopted master plan.

This master plan is going to be done in two phases. The first phase will prepare the campus master plan or the overall conceptual site plan. And then the second phase is to assess management structure, prepare comprehensive development reports. So as we can see here, this is part of the master plan concept plan. As we talked about before, this is the existing facility as it is, this will be new development that will occur over time.

So upon staff analysis, no health, safety or welfare issues identified by staff. The proposal furthers development strategies. The property is within the Urban Place type, which is generally characterized by single-family, multifamily, and commercial services. The proposal aligns with existing Elevate Las Cruces Comprehensive Plan and other companion plans. It's also consistent with Section 38-49 of the 2001 Las Cruces Zoning Code.

At the time of the creation of this presentation, notice was sent out to surrounding properties and properties within 500 feet. Staff did receive an e-mail seeking general information regarding the property. It also received some phone calls regarding general information as well. Tonight staff recommends approval with condition based on the following findings: the proposed concept plan amendment is compliant with Section 38-49 of the Zoning Code. The proposed construction and use of the PUD will not be

detrimental to health, safety, or welfare of the community or adjacent neighborhoods. The proposal will promote the infill of vacant land in the center of the City. More specifically, the proposed concept plan amendment follows earlier efforts to balance flexibility and development to benefits with the community receives. The proposed concept plan amendment addresses all relevant development related issues in both a specific and conceptual manner. The proposed concept plan and amendment is supported by various goals, objectives, and policies found within Elevate Las Cruces Comprehensive Plan and any companion planning documents. The conditions of part of this approval are to have an opaque perimeter wall or fence at least five feet in height and adequate landscaping and conformance with all applicable regulations that shall be constructed around the external perimeter of Camp Hope. The camping facilities shall be constructed to the Bureau of Reclamation's camping standards or other equivalent standards as approved by the Community Development Director. Permanent potable water and bathroom facilities accessible 24 hours a day seven days a week shall be provided for Camp Hope residents. Trash receptacles in compliance with CLC regulations shall be provided for Camp Hope residents. The PUD shall comply with the International Fire Code, specifically Chapter 3 general precautions against fire, Chapter 9 and Chapter 24. Emergency access routes shall be maintained throughout the campus and Camp Hope in accordance with Section 503. The use of temporary electrical wiring, open flame, and liquid gas fueled by heating appliances, generators, or smoking will be strictly prohibited. And then a current list of residents names and their tent locations shall be kept at the Camp to eight in emergency response. One person minimum must remain on watch overnight to ensure security and provide a fire watch for Camp Hope. No tent can be utilized for more than 10 persons at any time. It will also follow the Mesilla Valley Community of Hope Master Plan and management structure recommendations. And then finally, a Traffic Impact Analysis or TIA shall be submitted and approved for the entire campus prior to the issuance of a Certificate of Occupancy. This went before the Development Review Committee or DRC on November 23, 2022, with a recommendation of approval with conditions to the amendment concept plan. The condition was at a Traffic Impact Analysis be submitted and approved for the entire MVCH campus prior to an issuance of a Certificate of Occupancy. Today, your options are to vote "yes" to approve, vote "no" to deny, vote "yes" with conditions, or vote to table.

Kaiser: All right. Thank you very much. Are there any questions from the Commission? I have some questions. Can you get back to the slide, the process slide that you had? Yes, this one. Or actually go forward one more. Okay, go back. I'm not sure if that's the slide I was thinking about that. So can you explain a little bit what the process is for this? So if the PUD amendment is approved, what are the next steps?

Castillo: So the next step, it's going to be based on your recommendation, we would then have to go to City Council for a final determination.

Kaiser: Okay, but beyond that. If it gets approved at City Council, what's the next step?

Castillo: The next step after that, they would submit any final site plans or final plats for the area. There is an associated replat for the property to adjust lot lines and incorporate the new acquired lands.

Kaiser: Okay. So I thought that there was a slide that said one of the next steps would be a detailed master plan. Did I miss something?

Castillo: Yes. Mr. Chair, Commission. Provided in the packet was the approved master plan for the Mesilla Valley Community of Hope.

Kaiser: Okay, so the master plan that we were given a copy of has already been completed.

Castillo: Correct.

Kaiser: Okay. Thank you for that clarification. So in your staff report, you talked about consistency with Elevate Las Cruces, specifically around building and site design, policies, CE-5.3. That's ensure development concepts provide an interconnected network of pedestrian facilities linking streets, buildings, parking, and public gathering space, as well as goal CE-6, context sensitive street design. Can you talk a little bit more about how the master plan would accomplish that?

Castillo: I'll actually direct that question to Natalie Green, she's going to be our Neighborhood Services Coordinator.

Green Good evening, Commissioner. Natalie Green, Housing and Neighborhood Services Manager for the City of Las Cruces. So I just want to clarify, so the existing campus is pretty much staying the same. Our intent in this rezone was to incorporate the Brewers Oil parcel which is going to be an affordable housing development. As part of that development we are working with transit, they've requested a bus pull out lane. And then given that this housing development is for a population that's traditionally pedestrian or uses bicycles, we have reduced parking and increased bicycle parking and bicycle access. So that's how we're incorporating those particular items. There's not an official design on the actual housing development. We have done an RFQ for a developer, but we'll work through that with both Community Development and the community at large as we move forward in the development process.

Kaiser: Okay, and that's all really great to hear but I'm just curious because I did read the master plan and there's almost zero discussion about pedestrian mobility either to the site, from the site, inside the site. You know you've got that existing crosswalk that goes across Amador. That is in no way, shape, or form safe. You've got multiple lanes of traffic that are flying through there. There's no lights, there's no traffic control devices other than a little sign. And so you know I'm encouraged to hear these things, but it's not coming through in the master plan and I'm just wondering how we can be sure that those things are actually going to be implemented?

Green Correct, Commissioner Kaiser. So there's two things. The first is, is the master plan is really like a misnomer, it's not your traditional master plan. What it is, is really a facility management plan. So it's how the City is going to manage growth of the campus over time. I recognize that it's called a master plan. But it's not like your traditional master plan of a subdivision to lay out the growth.

The other thing is the condition of the Traffic Impact Analysis. So we have already done the scoping with that we anticipate getting the bid back and going under contract in the next couple of weeks to have that Traffic Impact Analysis. It's going to be a multimodal TIA. So it'll cover not only vehicular traffic, but primarily that pedestrian and crosswalk traffic. And we'll have to wait for those recommendations to come back. Staff sort of preliminary estimate is that we'll likely need that cross HAWK system for the pedestrian crossing. And so we do recognize that that Traffic Impact Analysis will be needed. And the plan is to do that well before we get to Certificate of Occupancy as the condition is outlined.

Kaiser: Okay, that's excellent. I'm really glad to hear that. And I hope that that is very clearly stated in the scope of work for that Traffic Impact Analysis, because I know oftentimes if you're not in a vehicle in their models, you practically don't exist. And so I really hope that that is greatly emphasized in this particular analysis.

Going back to the reduced parking for a minute, I did read in the master plan, and let's see if I can find it real quick here. Yes, this is on page 39. There was mention of the childcare center ideally should have 50 dedicated parking spots for a childcare center that has a maximum capacity of 55 kids. I'm not sure how you came up with that number, but that doesn't sound like a parking reduction to me.

Green Commissioner Kaiser. So that assessment was done by the consultant to prepare that. The parking reduction that we're talking about is for the Brewers Oil parcel for the actual housing development. The campus itself will remain as it is, unless we move the daycare out from its current location. So those facility assessments was just to notify the City about the current

conditions of those uses and occupants, and what their projected future needs are. And so that's why you see the smaller block where it becomes a potential new daycare area that could accommodate those parking spaces.

The second thing is that the City has a signed purchase agreement for the two parcels that are northeast to become added parking for the existing campus, because the existing campus does have a current parking issue primarily for staff parking, not necessarily the users of the campus.

Nichols: Excuse me. Natalie, you might use the mouse there with the cursor to further identify what you're speaking about.

Green Sure. Because again the populations that traditionally use the campus and their services are more pedestrian than actual vehicular traffic. So the additional parking is really for the support staff that's providing case management. In my years, working with the Mesilla Valley Community of Hope and the different various agencies, what started as very small organizations are much larger organizations as the need has grown. So again, the parking reduction is really for the housing development, because that population does not have a need for vehicle parking. So it would just be parking for some of the case management staff or the few individuals that have cars.

Kaiser: Yes, I mean I certainly can't disagree with you the need for this master plan, this expansion of the services, but to your point you know the clientele who's going to access these services and needs them the most, they're not the ones showing up by car. And looking at the site plan I mean you're basically asking them to traverse an extraordinary amount of parking lot and asphalt to access these services when they're arriving by some other means. And so I think that that's sort of the point that I'm trying to ask about is none of that was taken into consideration in the master plan. And so while you're seeing some great ideas about the bus pull out, the reduced parking, increased bike parking, I just, I don't, I'm having trouble seeing how that kind of all fits together in a way that best protects the clientele that are arriving to and from the site, as well as you know welcomes them. You've got the Camp Hope tent complex all the way at the back of the property. And these are individuals who I am pretty confident to say probably don't have a car and so they're going to be having to traverse this entire site with all their belongings. I'm just not seeing how that's being addressed. It's not discussed at all in the master plan and that's kind of where I'm getting hung up.

Green I'm going to defer some of that to Nicole Martinez with the Community of Hope.

Martinez: Good evening. Nicole Martinez, Director Mesilla Valley Community of Hope. Thank you, Mr. Chairman, for your questions. So I'm at the Community of Hope often. And, yes, when we started this master plan it was really in response to how we are growing and how we wanted to grow responsibly, sustainably, and because we are located on City property and have a lease agreement with the City, a lot of this had to do with capital outlay requests that we were making, so that we weren't just going up to Santa Fe getting money and then willy nilly putting things together. So we wanted to plan out the next 10 years for our agency growth. And yes you know part of that is traffic, walkability, bicycling is very popular at Community of Hope of course. But the main focus, I don't know, if you've been to the Community of Hope, it's all very close together. The beauty of the Community of Hope is that we have all of these services right within a stone's throw of each other. So even though Camp Hope is located in the back, it's very appropriate where it is situated. A few of the people do have cars that are staying at Camp Hope and varies with the population.

The reason we are here today is because of the new property that has been acquired, and what that development will look like. And so we anticipate that with the movement of Casa de Peregrinos, the food pantry, which is currently sharing the building with Community of Hope in number three on this map, is moving up to number four. That's going to reduce a ton of the traffic coming into the Community of Hope campus proper, because it will just be right there in that Amador circle in their parking lot. And then people at the apartment complex, they will still likely be coming down into the campus, but there have always been sidewalks for the clients who are walking into the property. And right now that's all under construction. But we do still have one sidewalk that's there. So we anticipate that we're going to have people at the new apartment complex with less vehicles. And that if they do have vehicles, hopefully we will be able to design it as that is all torn up right now on the entry, that it's designed in such a way that people feel comfortable walking down, coming to the soup kitchen, or to the Community of Hope if they need services, or to Amador Health Center if they're looking for clinic opportunities. So as somebody who has been going in and out of this property for the last 17 years, we're really excited for this expansion. We're trying to be really conscious about how we're making it walkable and for people with bicycles and trying to reduce the vehicles that are coming in.

Kaiser: Thank you very much. Anybody from the Commission have any other questions? All right, we'll open up for public comments. Is there anybody in the audience who wishes to speak on this item agenda tonight? All right, I see two individuals, three individuals. So we'll go ahead and give you three minutes each. So sir in the red shirt mind coming forward and stating your name for the record.

Young: My name is Henry Young. I'm really …

Kaiser: Hold on one second sir. I need to swear you in. Can I have my cheat sheet please? Should have this memorized but I do not. All right. 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?

Young: I do.

Kaiser: You have three minutes. You may begin.

Young: My name is Henry Young. I'm the Executive Director of the Las Cruces Gospel Rescue Mission. Former member and Chair of the City of Las Cruces Planning and Zoning Commission. I would like to see a few changes here. For one thing back when I was on the Commission, anything of this size would require a second avenue of ingress/egress. I think that would be very beneficial to the west end of this proposed PUD.

Also, that crosswalk is in the wrong place, and I've said that for years. I can sit in my office and look out, we've had several accidents with people being hit, pedestrians. There either needs to be a traffic light, and that crosswalk needs to be moved to the intersection where the sidewalks are rather than where it is placed now, for safety. And that is something that has to be addressed.

Now you've mentioned lights, as far as blinking lights, the only thing we have on both ends quite a bit away from the crosswalk says reduce speed to 30 miles an hour. And that is very seldom observed. We need either a full traffic light there or the proper crosswalks like you have on University Avenue.

Also, I would like to see, I think I saw something there on the requirements for the fencing around the new tent areas. Is that Is that correct? Okay. All right. So that's my basic thing as far as what we're doing here. And that's for the safety of everyone involved on both sides of the street.

Kaiser: Thank you.

Green Commissioner Kaiser. I will address one of the concerns. A second driveway access point is being added as part of the renovation of the Casa de Peregrinos on the west side of that building, in between the housing development and the new food bank. And there is not an option at this time to go over the EBID lateral. It's just not financially feasible or possible at this time.

Nichols: That was Natalie Green for the record, please.

Green Yes, thank you.

Kaiser: All right, may I have the lady. Please state your name for the record.

M. McDaniel: My name is Mary McDaniel.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

M. McDaniel: Yes.

Kaiser: You have three minutes.

M. McDaniel I'm with Mesilla Valley Investment Corporation. And when I hear a five foot fence, is not going to do it. We've had people climb over our fences and defecate on our property. I think the homeless population in this City is out growing the City. It has become uncontrolled. And I don't hear anything how they're going to control them. They've already ran the businesses out of business there on Amador. They've closed their doors and moved because the homeless are standing there and nobody wants to go into a business with a bunch of homeless people standing around. A lot of businesses throughout the entire City are locking their doors because they just wander in and take over the place, just do whatever they feel like. They have no boundaries. So something needs to be done about controlling these people before you make a bigger place and invite more people in. I mean it's already doubled this year. And the tents along Amador are absolutely outrageously horrible. I could not believe that it was allowed. And now they're still on the ditches and now you're still talking about increasing the number of people so that's going to be more people wandering the streets of Las Cruces and walking up to houses and whatever they do. I mean they have no control or boundaries about where they go to the bathroom, the trash they leave around. And something needs to be done about this. Like I said, we have at Mesilla Valley we've had to raise our fence, five foot fence is not going to keep anybody in. It's not going to keep anybody out. And we've raised our fence, we had to put extra razor wire around it to keep them from coming over the back fence there. And I'm concerned because we have renters there, and they may move out, which means that means the property value is going to decrease and be worth nothing. And that's my concern about having more, bigger facilities for homeless people, because nobody is controlling them. The police can't control them. There's too many of them. They're all over the place. These people and their plans have no plan for how to control them. And that's what I have to say.

Kaiser: Thank you. Please come up. Please state your name for the record.

L. McDaniel: Loren McDaniel.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

L. McDaniel Yes sir.

Kaiser: You have three minutes.

L. McDaniel: I am with her. I'm the Mesilla Valley State auction, not auction. Our property is right here. And where she was talking about they cross right here. And we have installed when we did initially a six foot tall fence with razor wire. We have gone back eight times to fix this problem. Our tenant who lives in that corner, we've had replaced three different times because they keep crossing that section. You talk about empty lots in the middle of Las Cruces, there were businesses there that left because these people were there. Horse and Hound moved away because they got tired of dealing with them. Stone masters, the property you're talking about taking up for the bigger lot left, because they got tired of dealing with these people. There was a landscape business in that area for a while, they left because they got tired of dealing with those people. Why this location? You have land outside of Las Cruces that these people can be moved to and then they're not a bother to anybody. All you're doing when bringing in these kind of places is chasing businesses that have been there away. And we're not far behind them because like she said, we've had to make different compromises. We have to shut off our outside water because they will take showers in the middle of the parking lot. We've had to shut off all our outside power because they will sit there and plug their electrical devices. I'm not the only business that had this problem. From Redwing over on Main Street, he had to go shut all his outside outlets, he doesn't even own the business, because he had women who would not go in because these people were hanging around. Our business is off of Picacho, out in Fairacres area, we had people, she was lucky the door was locked because she had just gotten in that day. A drunk homeless person was banging at the door trying to get in. What is being done? You said safety. I don't see anything for safety. Seventeen years, you said this facility has been there. In 17 years, I have seen all the businesses leave and it slowly degenerate what's around there. I'm afraid for the cemetery. I can't even imagine what they're dealing with as far as trash and defecation on the cemetery. And then you have the houses behind there. I don't think the location for this expansion is appropriate. I think it needs to be moved elsewhere, besides the heart of Las Cruces.

Kaiser: Thank you. I'd like to direct a couple of those questions back to staff particularly around the safety concerns for adjacent properties. I would agree there's not a lot of discussion about that in the master plan. You know

I do believe that the investments that we're making here will certainly help alleviate some of those. But has staff looked into any of these particular concerns when that master plan was being developed? And are there any recommendations to try to address what some of these adjacent properties might be experiencing?

Green Commissioner Kaiser. I can assure you City staff daily looks into how we can assist and address this very, very complex issue. I will tell you that homelessness is an absolutely solvable solution. It has a solvable solution. It's a condition of someone's living. And housing, especially affordable housing, is that solution. So the easiest way to keep someone off the street from pestering a local business is for them to have a place to live and then they're not a person experiencing homelessness. And so that's one of the reasons that we picked this location because we do know that people experiencing homelessness also need those intensive supportive services that are already being offered on this campus. And I will note that the three businesses that were mentioned, came in after this campus was already in existence. So while I can't speak to necessarily their departure from the campus, they sold their properties to the City to help solve this mission.

And then the other thing I will note is conditions one through 10 were the original conditions of the PUD when it was first adopted for the purpose of including Camp Hope. All of those conditions have already been met. Staff noted in their report that they're just carrying it over for consistency, they're not actually being applied to the rest of the campus. It's specific to the Camp Hope location. Again, that has been in existence for 10-plus years.

Kaiser: Great. Thank you. And just one last follow up, maybe a little bit more specific. So one of the speakers commented, I don't have a mouse so I can't really point, but coming off the South Compress Road, no over, sorry, I wish I had a pointer.

Green Right here.

Kaiser: There you go. There was mentioned it looks like there's maybe a driveway access kind of right there heading straight back to the campus. Is that actually what it is or is that a private driveway?

AUDIENCE MEMBER NOT AT THE PODIUM STATED, "PRIVATE DRIVEWAY."

Castillo: Commissioner Kaiser. That would be a private driveway for the property.

Kaiser: Okay. And so my follow up question is that's a very specific instance where people probably are trying to access the site in a location that they shouldn't be, so how is this master plan maybe trying to facilitate again the appropriate ingress and egress of clients accessing these services?

Green Commissioner Kaiser. Honestly, that's a good question since it's private access, short of purchasing those properties to create the access. At this time, it's not feasible. We are looking into a potential access point with our partners, Families and Youth Innovations Plus. As you can see in this map they have some vacant land on the backside. But that challenge is working with another governmental organization who has their own desires and responsibilities. And so the likelihood of short of building a bridge and getting over it, that's probably the only way to be able to connect and add an additional access point, either in front of FYI or behind FYI.

Kaiser: Yes, and to be clear I'm not advocating for additional access, I guess my question is, how can we better design the site to facilitate the correct access? Where do we want people to access these services? How do we want them to access these services? That's sort of the point I'm trying to make.

All right. Coming back to the Commission. Are there any other questions?

Smith: I don’t have a question but I do have a couple of comments. I'm very familiar with this area, this facility, the Community of Hope. I've lived here for almost 25 years. I live within half a mile of this facility. And as a former Las Cruces police officer, this was part of my area that I was responsible for patrolling. And I've noticed, I mean we've all seen how housing has been, come a great shortage. And then you compound that with the increased homeless population, you know it does create a very critical situation. We have a large homeless population in the City. It's increased over the last 10 years. It's happened all over the state. The solution, I know we want the Las Cruces police officers to be able to handle it, but what does that mean? Do you force them to move? Do you move them? Because they will come back or they will continue or just stay. We have to understand that these are human beings. They do deserve to be treated with dignity as much as possible. They're not rats to be run out. And so the tent city that has, the tent town that existed beside Horse and Hound for many, many years, this plan will help address that. It's not going to be perfect. You know we have to do something. You can complain about the homeless population all day long but when we have a group, an organization that's trying to make a positive change and reduce the homeless population, this is part of that. It's not the only solution. It's not the solution, but it is a solution.

And our responsibility here on the Commission is to work through some of these issues before it moves on to the City Council. But I think it's important that we really take time to look at the fact that this homeless population has to be addressed, number one, and number two it's not going to be solved overnight. And the issues, the problems that they may have with this plan will be worked through. But I think it's still important that we look at it in the

positive way, look at how we can help this population. And we'll be able to address some of the problems that the property owners surrounding it have. And that's really what we're here to do and what we can possibly do to move this forward. Thank you.

Kaiser: All right, I'm going to go ahead and make a motion. I'm going to make a motion to approve with the recommended conditions provided by staff. But I'd also like to add a condition number 13. At the time of the Traffic Impact Analysis, a pedestrian master plan shall be prepared. A pedestrian master plan shall examine nonmotorized travel to and from the site, as well as the circulation through the site including pedestrian and cyclist safety. The master plan shall also identify how clients access services at the location and recommend design standards as appropriate.

I'll need a second if anybody agrees with me.

Bennett: I'll second

Nichols: Mr. Chair. You'll need to vote on the condition that you added first and then on to the case after that.

Kaiser: Understood. So make a motion to add a condition, is that …

Nichols: The condition you mentioned.

Kaiser: Okay. So I'll start that over I guess so it's clear. I'm going to make a motion to add a condition, in addition to the conditions already provided by staff, I'd like to add number 13. At the time of the Traffic Impact Analysis a pedestrian master plan shall be prepared. A pedestrian master plan shall examine nonmotorized travel to and from the site and nonmotorized circulation through the site, including pedestrian and cyclist safety. The master plan shall also identify how clients access services at the location and recommend design standards as appropriate.

Bennett: I'll second.

Baum: Board Member Acosta.

Acosta: I vote no.

Baum: Board Member Vega.

Vega: I vote yes.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Passes four to one.

Kaiser: Okay. And now I'll make a motion to approve item 9.1 based on staff's conditions and the condition we just approved.

Vega: I second.

Baum: Board Member Acosta.

Acosta: No.

Baum: Board Member Vega.

Vega: I vote yes with conditions that were previously outlined, also happy to see all the potential for growth within the Community of Hope.

Baum: Board Member Bennett.

Bennett: I vote to approve based on staff recommendations with the conditions one through 13. This meets Las Cruces and the criteria for a PUD.

Baum: Board Member Smith.

Smith: I vote yes with conditions. And as I earlier stated this is just part of a solution that we have for the homeless population in the City and I think it's important that we do something to help that.

Baum: Chair Kaiser

Kaiser: Yes with conditions as already addressed based on staff recommendation and consistency with Elevate Las Cruces.

Baum: Passes four to one.

10. NEW BUSINESS

10.1 3161 N. Main Street Special Use Permit: A Special Use Permit (SUP) to allow for a cannabis retail establishment within the required buffer distance between said establishment and a single-family residential zoning district boundary. The subject property is located at 3161 N. Main Street, is 0.5 ± acres in size, and is zoned C-2 (Commercial Medium Intensity). Submitted by Gonzalo Chavez. (Case # 22ZO1000140)

Kaiser: Okay, we are moving on to new business. This is item 10.1, a Special Use Permit to allow cannabis retail establishment at 3161 North Main Street.

Castillo: Good evening, Mr. Chair and Commission. Today we're going to be talking about 3161 North Main Street. It's for a Special Use Permit to allow for a cannabis retail establishment within a single-family zoning district. The property is currently zoned C-2 which is a commercial medium intensity. It's originally developed as a small retail service center. The property is located at 3161 North Main Street near the intersection of Scanlon Drive and Main Street. And it is approximately 0.5 acres in size. The surrounding neighborhood is retail office, quasi-institutional, and single-family uses immediately north to the subject location. The supporting zoning areas include R-1a, R-2, R-3, C-2, and C-3. As we can see from the zoning map, the subject property is here highlighted in yellow. As we can see it is directly north of single-family residential zoning districts so it does not meet the condition of being 300 feet away from that.

Here's an aerial view of the property. So the applicant is proposing a Special Use Permit to sell cannabis with the development of a cannabis retail store. The buffer distance between the cannabis retail establishment and the closest single-family residential zoning district boundary is approximately 167 feet, just shy of the 300 foot requirement. All other buffer distances are met which would be the distance between cannabis retailers and the distance between schools and daycare properties. The cannabis retail establishment will follow all City of Las Cruces and State of New Mexico regulations governing cannabis related retail activity. I apologize these are the incorrect pictures.

Notice was sent to the surrounding properties. Staff received one e-mail in opposition to the proposed Special Use Permit at the time of the presentation was created. Today staff recommends approval. Below are the findings as follows, except for the distance to single-family zoning district boundaries, the proposed use meets all other distance requirements. The subject property has shared access with the property adjacent from Scanlon Drive to Lenox Avenue or Main Street. The subject property is compatible with other fronting properties along Main Street. And the ingress/egress on the site has very little to no traffic impacts to the residential properties located to the north. It meets the purpose and intent of Section 38-2 of the Zoning Code. The requirements outlined in the Zoning Code and those

stipulated by the State of New Mexico will be followed. It meets the intent and purpose of Elevate Las Cruces Comprehensive Plan as it's located adjacent to a proposed town center and mixed use corridor, and it's along the regional commercial place type. Today your options are to vote "yes" to approve, vote "no" to deny, or vote "yes" with conditions, or to vote to table.

Kaiser: Thank you. Are there any questions from the Commission? All right. Are there anybody in the audience who wishes to speak on this item this evening? I see one. Any additional? All right I will give you three minutes. Please come forward. Please state your name for the record.

Josefa: My name is Rose Josefa.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Josefa: I affirm it. I just have questions.

Kaiser: Sure. Please go ahead.

Josef: No testimony. Okay. First of all I wanted to point out that I find an *(inaudible)* that said City speeds permits for large projects. I don't know if this is a large project or not. But I want you to take your time to consider how it will impact our families in that north area on Northridge. So anybody who lives in that area knows that Main and Elks, Main and Triviz are extremely busy. You have to wait a long time sometimes to make a left turn. You take your chance going into a left going towards Elks if you're on Scanlon. The same thing, I never make a left onto Main, it's impossible. So I make rights and *(inaudible)* I have to go out of my way. And I'm retired. When I make appointments I try not to make them during your traffic hours. So I have a few questions to ask please.

So I disagree with the egress and ingress. It's only going on into Maine. I'm surprised that the hospital that's right there on that corner is not here to object, because I believe they have to go through their area. If I'm wrong, please correct me. Then they can go out onto Scanlon I think, but I'm not positive. So I have no problems with a cannabis. I know many people who benefit from it. But I think you already have a lot of businesses and some of them have multiple locations. I believe if the people could tell me, you have at least 30 cannabis businesses. Yes, it's a growing business and that's fabulous. But I don't think it necessarily belongs in that neighborhood. And I'd like to point out that you are already going against some of your guidelines. So it's not 300 feet from the nearest residential residence, it's much closer. And the traffic along that area from those little businesses that are there and going further down into Main and across at Lowe's, is very

heavy. We have a Walgreens, we have a CVS, a lot of congestion in that area. I think you need to look at traffic patterns. I was here several years ago, because you wanted to know, I don't know if you were the body at that point, there were apartments and homes that were going to go up on the Elks Club area, 16 acres. I think at that time we had many people come out at that point. I know I've spoken to neighbors, and I probably represent at least six of the closest neighbors along Westridge and Eastridge. They're not all here. We're mostly retired people there. It's cold and it's late. But I beg you to really look at the facts. You are denying it with a condition already. Is that not correct? What's it called? An exception. That my time? With an exception.

Kaiser: That is.

Josefa: You need to look at that very closely.

Kaiser: Thank you very much. And I'll go back to staff to maybe answer some of those questions. I think the first one was the ingress/egress on to North Main Street, and I believe the ingress/egress is actually off of Scanlon Drive, is that correct?

Castillo: Commissioner Kaiser. That is correct. The main point of access is a shared access between the Animal Hospital and that facility, and it is primary access through Scanlon. However, you can access it from North Main, generally it would be a right in, into North Main but you do have the option to take a left handed turn in there.

Kaiser: Okay. Thank you. Any other comments to this lady's questions? No. Okay. You have additional, you'd like to speak on this topic? Please come forward. Please state your name

Thulin: Maryann Thulin.

Kaiser: Do you swear or affirm that the testimony you're about to give us the truth and nothing but the truth under penalty of law?

Thulin: I do.

Kaiser: You have three minutes.

Thulin: Okay. I live maybe 400 feet from their proposed parking lot there. There are 10 sites. I've driven in and out. And if I was going to buy cannabis, I would come out on Scanlon, take a left and go up to Lenox, and then take a left and come down to Elks. Now Elks and Lenox is the most dangerous intersection in the City. Look up the, whatever you call, the accident reports. It's a horrible, horrible intersection. So that's, its traffic is horrendous. So

that's all I have to say. And defecation is a big problem there too, and it's going to get worse. Thank you.

Kaiser: Thank you. All right. Is there anybody else from the audience that wishes to speak on this item? All right. Seeing none. I'll come back to the Commission. Any additional questions or comments? Okay. Looking for a motion.

Castillo: Mr. Chair. Before we move forward, I do have a little point of clarification. As it was mentioned that we were circumventing our ordinances and stuff. However, cannabis is a conditional use, and as we are not meeting all the conditions we are now moving forward as a Special Use, meaning that we are taking a look at this property as a whole and how it affects the neighborhood.

Kaiser: Thank you. Looking for a motion,

Bennett: I make a motion to approve 10.1.

Vega: I second.

Baum: Board Member Acosta.

Acosta: I vote yes based on staff recommendation and Elevate Las Cruces.

Baum: Board Member Vega.

Vega: I vote yes based on site visit and staff recommendation.

Baum: Board Member Bennett.

Bennett: I vote to approve based on staff recommendation.

Baum: Board Member Smith.

Smith: I vote yes based on staff recommendation and site visit

Baum: Board Member, excuse me Chairman Kaiser.

Kaiser: Yes based on staff recommendation and consistency with Elevate Las Cruces.

Baum: Passes five/zero.

10.2 4003 Tellbrook Road Zone Change Request: A zone change from A-2 (Rural Agricultural District) to C-3C (Commercial High Intensity-Conditional)

for property located at 4003 Tellbrook Road. The property is ± 10.85 acres and located on the northeast corner of Tellbrook Road and Las Alturas Drive. Submitted by Raylyn and Lezlie Wilcox, property owners. (Case # 22ZO0500020)

Kaiser: Okay, we are moving on to our final item this evening. This is 10.2 a zone change from A-2 to C-3C at 4003 Tellbrook. Staff, all yours.

Banegas: Mr. Chairman, members of the Commission. Vincent Banegas, Interim Planner. I'll be presenting tonight's Case 22ZO00500020. It is involving property located at 4003 Tellbrook Road. It is a rezoning request from the current zoning of the property which is A-2, our agricultural district which is defunct in the present code. We no longer have an A-2 designation. That did not carry over from our 1981 Code. And they are seeking to go to a C-3C designation. The C-3C is our commercial high intensity district. And the C at the back end there refers to some conditions that we'd like to have you consider, that is part of the request this evening.

The property itself is just shy of 11 acres in size. It's 10.85 according to our assessor records. And again it was originally zoned A-2 and staff and based on our research has found that it was A-2 probably as a placeholder at the time of annexation. The A-2 zone back in the day was used as a placeholder when the property owner wasn't quite sure what they wanted to do with the land upon annexation. And so here we are, this evening. Indicated it was a defunct zone currently in the 2001 Code as written. In order for the property owner to develop the property they have to come into compliance and find a suitable district that will meet the need in terms of what they're focusing in on in terms of development perspective and what the rules as written speak to. The property itself in context with the Elevate Las Cruces Comprehensive Plan is within the Suburban Place type. That place type as defined incorporates both low and moderate density residential with intermixed areas of commercial development.

The property as you'll see here in a moment is vacant. It's part of the I-10/I-25 interchange annexation that I referenced in terms of annexation back in 1968. And it's part of the Las Alturas Estate Block A Subdivision. At present, there's no sewer service, which is a key point to keep in mind. No sewer service available to the site. So at this point in time any development that takes place on site will have to receive approval, at least from the wastewater perspective from New Mexico Environment Department and/or their counterpart the EHB, which I believe is the Environmental Health Bureau.

So here we have the zoning map showing Tellbrook Road located to the south of the subject property. The subject property is outlined here in red. Right along the east border is the City limit line. And it does jog out

incorporate other properties south of Tellbrook. And then it follows along on the north side upwards towards University Avenue, etc. The areas that are not shaded are in the county. And if I'm not mistaken, almost all of the properties you see in this area are a DL-1 designation which is a single-family, low density residential district, low and moderate I believe.

The aerial map here shows the property in question. It is vacant at present. You do have some surrounding development both north, you'll have some residential uses. East you'll have some additional residential uses on large lots. And then further south of the subject property you'll have a few apartment complexes in the area, and then it transitions over to a single-family style of development. One thing I wanted to point out on the zoning map is south of Tellbrook you'll see this node, at least on the south side of Tellbrook, of commercial zoning, transitioning over to R-2 going east and then to the single-family designation going further east.

So in terms of the proposal, the original request that came forward to the City from the applicant was a type of conversion request from the A-2 to straight C-3. The idea being in terms of development focus to create a botanical garden, engineering office to accommodate the property owners office needs, and a single-family detached dwelling in terms of residential use where they would reside. And then the accessory building or shed to store some of the equipment to maintain the property, 11 acres, just shy of that anyway, and the botanical gardens that they sought to develop. The request itself in terms of the mixture of uses, etc. is consistent with the Suburban Place type, as found in our Elevate Las Cruces Comprehensive Plan. And then the C-3 designation accommodates the uses, and particularly it accommodates the parcel size. If you recall, our zoning code, at least in the commercial designation, relies on parcel size, relies on uses to an extent, and other development standards to help mitigate the types of uses or the intensity of uses that can occur on site. And so that's what we're dealing with here.

The applicant was informed by staff back when they originally came forward with their proposal to provide early notification to the surrounding property owners in concert with the zoning code as written. Staff provided a list of property owners that met our notice requirement. Letter was sent out and dated February 27, 2022. In that letter the applicant identified these uses that I've gone over as the focus of their development pattern that they wanted to produce on site. And they also provided some clarification as to what could occur and what could not occur, and sought some recommendations on how to make it better, that kind of thing. They did receive some input from what I was informed and what I was provided in terms of content, it seemed like it was rather limited. But nonetheless, they did go through that endeavor. They also stated that they'd be willing to have

a neighborhood meeting if that was indeed going to be helpful to clarify the development proposal.

So staff took a look at the request, took a look at the overall acreage, their surrounding area, that kind of thing, the transportation network, the zones in the area. And admittedly, we had some concern over the straight C-3 designation. We felt that the potential for 10.83 acres of C-3 could indeed overwhelm that particular location with commercial activity and so we started taking a look at what we could do to lessen the potential impact. One of those ideas that came to mind was to try and zone the property through a metes and bounds type of approach whereby through the use of a survey we can identify the exact boundaries for different uses on the property, have those defined, and then seek a zoning designation that pertains to the type of use that would occur within those metes and bounds boundaries. A little bit convoluted, yes, a little bit expensive in terms of the survey effort, absolutely. But that was one option. They countered, they being the property owners, countered with the idea of conditioning the C-3 district and really tying down the types of uses they really sought to provide and incorporating a little possibility for future growth. So that's the approach that staff went with. And we received a conditional listing of permitted uses, that is in your packet, and I'll show here as part of the presentation to help identify and control the impacts that the C-3 zoning might have on the area.

The use list is called out as Exhibit A. And what it does is seek to remove multiple service land uses that are otherwise identified in the C-3 listing of permitted uses. And it also strikes majority of the retail uses that are found on the existing list. And those retail uses that are identified, some of those are controlled, or at least one of those is controlled by maximum square footage of the use itself. And the others, there's one that pertains to the botanical garden specifically as an accessory to that use. And then the others kind of open it back up and are listed there. So we go from a large number of retail uses down to I believe it's about five. A couple of photos for this case, this is at the intersection of Tellbrook and Las Alturas. Tellbrook of course being here, and Las Alturas here along, adjacent to the interstate. And so we're looking northeast at this location. You can see some of the residential development off in the distance here. This is looking more west/northwest along the property. Looking east. And then looking a little south and southeast. And this one, this is where you start seeing some of the development. This is C-2 presently, and obviously vacant at the present time, but you'll start seeing some of the development shortly thereafter and beyond this property as well.

So in terms of analysis, staff found no health, safety, or welfare issues specifically identified. We had proposed the development and conditional zoning to help maintain a reasonable, or significant degree actually, of compatibility for the surrounding area. Again, we're citing some of the

intersection of some key roadways, in this case Las Alturas being a minor arterial and Tellbrook being a collector status type roadway, and some of the commercial zoning just south of there.

The property is within the Suburban Place type and is consistent, at least in the zoning and the proposal are consistent was said place type. And the comprehensive plan supports the proposed zoning district, which some of the elements that are identified in there are development of vacant land, potential for housing diversity, balanced growth, integrating new development with surrounding built-in natural features, and the potential for job housing balance in terms of what it could become with some of those uses identified.

Public notice was distributed per code. Staff received numerous, a great degree of input on this particular case. We received, I think that number needed to be updated by one, a late call came in. And all eight calls that we received that I'm aware of were opposed to the request. We had one walk-in inquiry, simply inquire in the nature, and 38 e-mails that were opposed. One was an inquiry as to the case itself. So those are what we collected as of the preparation or final tweaking of this presentation. And as indicated, the property owner had done their due diligence trying to get the early notification effort out there. And they received four e-mails, two I would classify as general inquiry, and two supportive. And then they also received two phone calls which were supportive in nature.

So staff's recommendation this evening is approval with the conditions, and the condition being that the permitted uses are as per Exhibit A. Exhibit A will be this, basically one and a half, two pages of permitted land use listing. This list comes right out of the C-3 district, striking several uses that would otherwise be reflected. And where you see the biggest change is here under the service land uses. There are several that have been struck, and the retail component, and there's a good many that have also been struck. The cafe which was an idea that was originally presented by the property owner, one of the initial discussions I had with them would be ancillary to the botanical garden use. And a clothing store, they wanted to control that and limit it to 2,500 square foot of building square footage or area. And then garden supply and plant nursery but all other retail uses would be eliminated.

The findings for staff's recommendation is that the property has nonconforming zoning and that zoning no longer exists in the 2001 Zoning Code as amended. And then prior to any development on the property an appropriate zoning district designation needs to be established per code. The C-3C zoning district is an appropriate zoning district given the surrounding area, the lot size, and intended development. It would certainly accommodate what they're proposing to do. The property is within the

Suburban Place type characterized by low and moderate density residential uses, intermixed with areas of commercial development, and several goals, policies, and actions from Elevate support the request and meet the purpose and intent of the 2001 Zoning Code as amended and Section 2-382, the criteria for decisions. And also the surrounding area has little commercial office and multifamily residential development and thus the proposed development and zone change could help achieve a mixed use node at that specific intersection of those two significant roadways.

So your options this evening, Mr. Chair, Commissioners, is to vote "yes" and approve, doing so would approve the condition as stipulated on that list and so it would be a C-3C. You can vote "no" and deny the request. Please provide any information or facts, findings of facts that are different from staff's, in that staff is in support of the request. And you could certainly vote "yes" and add conditions. If you feel that the conditions that are established are still a little too loose, you can recommend that some additional conditions be placed on the zone change. And then you can vote to table. And that concludes staff's presentation Mr. Chairman. I believe the applicants are in house and can maybe answer questions. I don't know if they have anything specific to add. And that concludes my presentation.

Kaiser: Thank you very much. Before we go to the Commission, does the applicant wish to speak or say anything at this time? The applicant please come forward. Please state your name for the record.

Wilcox: Raylyn Wilcox.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Wilcox: Yes, I do.

Kaiser: Go ahead.

Wilcox: All right, with all these people that have attended, it's very clear that all these people love our neighborhood, as well as I do. And hopefully my goal and the planner's goal is to make you feel comfortable that nobody is going to do anything crazy out there. I think we've agreed to a pretty good set of rules where we can't build a strip club, we can't build truck stops, nothing crazy at all. I've lived here all my life. And all my life everybody talks about, there's nothing to do in Las Cruces, nowhere for me take my kids. And I really see a botanical garden as being something kind of nice. And I'd actually like to team up with all these people and let's build something really nice together where we can bring our senior citizens to visit, bring your little kids, just have a really safe place. If you have any questions, just let me know.

Kaiser: Thank you. All right, any questions from the Commission? All right, we'll go ahead and open it for public comments. Can I get a show of hands of who wishes to speak on this item? Get a quick head count here. I count 14. That may not be accurate, but it's a good headcount. So we we'll go ahead and provide two minutes of comment for each individual tonight. I do ask that you listen to speakers that may go before you, and let's try to minimize the amount of similar talking points if that makes sense. We'll all have a chance to speak but we understand that there's probably going to be similar comments and themes of this evening, so we just keep that in mind. So can I get everybody to raise their hands again and we'll figure out where to start. Let's start with this gentleman over here in the front row.

And given the nature of where this project is located, if you please wouldn't mind stating whether or not you live within the City boundary or the county before you give your comments. That would be appreciated. So please state your name for the record.

Milligan: Okay. I'm Brook Milligan. I live in the county. I'm also rep …

Kaiser: Hold on one second. I need to swear to you. 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?

Milligan: Yes, I do.

Kaiser: You have two minutes.

Milligan: I'm also representing a number of people and I would like to request several extra minutes to present our collective views so we can be more efficient about this.

Nichols: Mr. Chair. If the other people that were going to speak will yield their time to you, then we can give you additional time.

Kaiser: So for those individuals who may be allowing this gentleman to speak on their behalf tonight, can you please raise your hand? All right. When we get a head count, keep your hands up. Okay, we're going to go ahead and grant you 10 minutes. Does that work?

Milligan: Okay, that's plenty of time.

Kaiser: You may begin.

Milligan: Thank you. So I wish to start by stating our joint strong objection to this motion to change the zoning on this property okay. You have before you a

recommendation to support that zoning request. However, I point out that the recommendation is fundamentally flawed in several different ways. It does not reflect the nuanced understanding of the neighborhood around the site, nor does it present a reasoned analysis of the situation. It includes flawed logic and statements that do not follow from the information presented in the report. As a result, it does not reflect the principles underlying the Las Cruces Comprehensive Plan. As a consequence, the recommendation should not stand as justification for the proposed rezoning.

In another document I've submitted before you in advance, I presented you more details on the points that I'll introduce tonight. However, to keep our focus and not prolong the comments, I want to emphasize three quick examples of the flawed logic and inadequate analysis. The recommendation is justified in part based upon the current zoning designation, which is not in current use. That is clearly a justification for some change, but no justification at all for the proposed change specifically, which leads to a zoning designation that's completely inconsistent with the entire surrounding neighborhood. This is simply flawed logic. The recommendation also concludes that this rezoning action will "ensure that any future uses remain compatible with the surrounding neighborhood." Nothing in the proposal or zoning restrictions justifies this conclusion. A wide range of land uses are permitted under the proposed zoning category as listed in the Appendix A, almost all of which are inconsistent with the current land use, and perhaps more importantly, the land use that has existed in the region for the last 50 years. Again, this is flawed logic, justifying the request by claiming that it promotes future consistency is demonstrably incorrect.

Finally, the recommendations concludes that the project will have "help create a commercial/service zone node at the site which will serve the surrounding residential uses." This too is demonstrably false. Permitted land uses under the proposed zoning designation are intended to serve communities of over 15,000 people. There is no such local community to serve for any commercial purpose at that location. Two specific activities are mentioned, a botanical garden and an electrical engineering firm. Neither will serve the local community. The botanical garden would duplicate a public park one block away that has wonderful native vegetation and easy access for mobility impaired visitors. Views and access to the Organ Mountains are much better achieved via many easily accessible points along Dripping Springs Road and along Baylor Canyon Road, both of which are approximately the same distance from most Las Cruceans as the proposed site, unlikely to be visited. The electrical engineering firm is even less likely to serve the local community. Its services are related to public works and commercial and industrial projects, which include medium voltage electrical distribution systems, sports lighting systems, and special telecommunication systems. No one in this or any other neighborhood

conceivably needs those services for their residences. The proposed development will not serve the surrounding neighborhood in any compelling way.

These are just a few examples of the many flaws of logic throughout the recommendations to approve the rezoning project or request. It is clear that a thorough and reasoned analysis of the case has not been completed. This undermines the principles of the Las Cruces Comprehensive Plan which has the explicit vision of "enhancing livability, prosperity, and environment for the shared benefit of current and future generations." Elements of that vision include reasoned development that "encourages context sensitive development, promotes development that compliments surrounding neighborhoods, supports efforts to preserve natural open space, and enables neighborhoods to define their unique identities and needs." The proposed rezoning accomplishes none of that and is being justified based upon inadequate assessment and faulty reasoning. The request should be rejected directly. On behalf of all of the people here who raised their hands earlier and many who have are not present tonight who have expressed these ideas to me separately, we all urge you to reject the rezoning request for 4003 Tellbrook Road. Thank you very much.

Kaiser: Okay, may I see another raise of hands for those who did not cede their time to that gentleman? Okay, we'll start with this lady here in the front row.

Nichols: Two minutes.

Kaiser: Two minutes. Please state your name.

McGuinn: My name is Marcie McGuinn.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

McGuinn: I do have.

Kaiser: You have two minutes.

McGuinn: Thank you. I live in the county section of the Las Alturas subdivision for about 22 years. And I wanted to state that we have to all remember that if zoning C-3 is changed for this property, there's no going back. And any kind of promises can be made before anything is built, but that site specific plans cannot come in until the end of this process after the zoning has changed. The proposed land use for this property is not consistent with the character of the area. And while preliminary proposed plan conceptually could work at this location if the zoning were changed. Again, that would not be compatible with the character of the area. Some of the land uses

allowed under the zoning classification could be a cannabis dispensary, cannabis consumption lounge, apartment, strip mall, restaurant, clothing store, library, museum, health/exercise club. While we welcome other single-family residence structures in the area, we don't welcome the above mentioned items.

And as a last note, Mr. Wilcox the applicant, is also the owner of Lynco Electric located at 1520 West Amador. That is the owner record of address for this property that has been purchased in the last year. If by chance Mr. Wilcox, president of Lynco Electric were to move his Lynco offices from West Amador to Las Alturas, that would likely include the 15-plus company electric trucks, several outbuildings, and materials and supplies stored outside as shown in the Google satellite imagery and pictures on the Lynco website. According to PPP records, Lynco employees 23 people. This and their fleet of trucks would explain by one of the drawing renderings posted or provided to the City includes plans for a parking lot with at least 30 parking spaces. That's all. Thank you.

Kaiser: Thank you. All right folks I'm going to need help because I can't keep track of everyone's hand raise, on this side of the room who else wishes to speak but didn't cede their time. Gentleman with the *(inaudible)*.

I have a very hard time hearing you.

Kaiser: Please state your name for the record.

Reser: Philip Reser.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Reser: I do have.

Kaiser: You have two minutes.

Reser: I live on Tellbrook Court. I'm going to be a neighbor to that botanical garden. I would love to have a botanical garden as my neighbor. It has been said that this does not fit the neighborhood, this beautiful residential neighborhood. I walk my dog twice a day pass this property, that's 700 times in the past year. And what do I see when I walk by this property? The I-25 flyover. It's kind of nice looking but it's not residential. This needs to change. It's needs to be developed. They have some complaints about noise from the development. A cement plant on the property would not make any more noise than I got off of I-10/I-25 every night. So any development there, I would appreciate. It would make the area look good.

And hopefully somebody would do something about that rotting A-frame that I have to look at every day. Thank you.

Kaiser: Thank you. The gentleman in the tannish sweatshirt. Yes you. Please state your name.

Gutschick: I am Vincent Gutschick. And I live in the county.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Gutschick: I do.

Kaiser: You have two minutes.

Gutschick: Okay, I was not privileged to see the list of approved uses under C-3C. And some of them have been mentioned. The ones that were highlighted earlier sounded rather benign. But I don't know that that can be affirmed. I am wondering why a zoning of C-1 is not possible, which considerably limits the amount of commercial activity. Now I was told outside the meeting that C-1 has a limit on how much area can be covered. But I went through the zoning regulations and I did not see that. In fact, it said it's not applicable to state that there is an area limit. And I'd just like that confirmed. So yes, if that's, can I have that confirmed somehow? And is it then possible to consider C-1. Thank you.

Kaiser: Thank you. And if I may staff, we just get through everybody and we'll come back and do any answers or comments. This gentleman over here. Please state your name.

Allan: My name is Daniel Allan.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law.

Allan: I do.

Kaiser: You have two minutes.

Allan: First of all, as an aside to the previous gentleman who complained about the dilapidated rotten A-frame that is in the county. It needs to be condemned. I've attempted to have that done but I don't think the City should take the rap for that.

Now we've lived, I live in the county, just over the line there, and we've lived there since 1983. And those of us who live there like it the way it is, the

rural atmosphere, the lack of development. There is at present no commercial development in that area. It may be permissible, but there isn't any that I'm aware of unless people are doing things sub-rosa. Tellbrook Road is a major artery. Remington feeds into it, there's already too much traffic. It's much too fast, and it's hazardous. And we don't want anything to exacerbate that. One of our concerns is that despite the assurances of Mr. Wilcox, at some point he or his estate will sell the property. They will dispose of it and the new owners may return to the City in an attempt to have it rezoned in order to build high density housing or commercial whatever they want. And they'll be willing to bring the utilities to the property. I have no idea what that costs, but at some point, it may be feasible or have some other way of disposing of waste. And we do not want to have that happen. That would impact our own property values and the quality of life that we have enjoyed for these many years. Thank you.

Kaiser: Thank you. Okay, is there anybody else on this side of the room that wishes to speak that did not cede their time? All right, the lady in the sweater, please come. Sure, yes, we'll go to the gentleman behind you then.

Reynolds: Good evening.

Kaiser: Please state your name.

Reynolds: My name is Shannon Reynolds. I'm a Doña Ana County Commissioner. I live in Las Cruces in the City limits.

Kaiser: Okay. Hold on. Let me swear you in real quick.

Reynolds: Sure.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Reynolds: Yes sir I do.

Kaiser: You have two minutes. Go ahead Commissioner.

Reynolds: Thank you. First, I want to say thank you guys, because this is, what you're doing is difficult. And we have the same thing happens in the county. Secondly, though, I'd like to say that as being representing the county, and by the way my district goes through probably, two-thirds of it also covers the City, that I have constituents on both sides of the line that are concerned about what we do with planning and zoning. I think I've received at least 60 e-mails and probably 20 phone calls over this issue in the last three days, four days. So my constituents are certainly concerned about what we do here. If I look at the district, there are a couple of businesses south, there's

a trailer park that's really in bad shape. I'm trying to get that cleaned up or trying to get the guy to the burned trailers, the dilapidated trailers out of there and get that fixed up. There's another business also just south of that which actually deals in railroad ties, and some other assorted landscaping equipment. And then about another two miles down there's a trailer I think. So within about probably a mile, a mile and a half some of the commercial is there. I personally believe that it was there before all this development happened. And I don't think to continue to put commercial businesses in this area is consistent with what I believe this whole community is about. If you can go from Las Alturas over to University and pretty much all the way to the mountain and not find anything commercial. If you're looking for commercial we've got University is opening up a whole area of commercial stuff that's going to serve this neighborhood. And that is the kind of consistent plan that I see for actually providing commercial development for this area. The residents that I deal with, the ones I know both on the City side and the county side, they're not going to be happy with this. I would recommend you consider T-1, T-2. And also I agree with the risk of C-3. Once you make a C-3 it doesn't go back. It's just a matter of time before somebody gets to all those exceptions listed because they don't last forever. Thank you for your time.

Kaiser: Thank you. Gentlemen in the very back. Please come forward. Please state your name.

Fuller: Hi. My name is Roger Fuller, F-U-L-L-E-R.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Fuller: I do.

Kaiser: You have two minutes.

Fuller: And I just wanted to say that I've tried to imagine what kind of development could go into this location. I live in that area. And I pass that intersection many times a day. And there is nothing I can imagine that's going to improve the quality of my life or my neighbor's life. But I can't imagine a lot of development that's going to distract from that quality of life. That's it. Somebody could have my other minute and a half.

Kaiser: Thank you. All right, moving over to my right hand side. Now can I get a show of hands. Gentleman in the front right here. Please state your name.

Liberman: My name is Michael Lieberman.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Lieberman: I do.

Kaiser: You have two minutes.

Lieberman: And I've lived in the county for what 35 years now. Could you go to slide six?

Kaiser: I'll have to ask staff to control that.

Banegas: Slide six.

Lieberman: Okay. This is the description of what they wanted to put in, botanical garden, an engineering office, single-family residence, and accessory building. Well, on Tellbrook there is also one very large barn has been built already, an accessory building. An engineering office can be one or two rooms, or a huge complex. If you change the designation of this area, instead of changing the whole thing to C-3, part of it is a single-family dwelling, part of it is practically a park. And you can designate an area that will be compatible with a reasonable size structure not that different from a single-family home, that can handle the office. So I request that you turn down the C-3C and consider breaking up the area, if it's possible, to allow what they are requesting, but only that. Thank you.

Kaiser: Thank you. And let's go to the lady in the pink sweater. Please state your name.

Trujillo Hello, my name is Christine Trujillo.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Trujillo Yes I do.

Kaiser: You have two minutes.

Trujillo I grew up in Las Cruces. However I had moved away. Most recently been living in Albuquerque. I live in the county now. I just recently moved back last year. And part of the reason why I moved back was where I lived in Albuquerque, I just bought a house in 2018. And right in front of my house across from an arroyo channel was a 10 acre plot of land. My realtor at the time told me just be aware that that could be developed. There is now a four story, four building apartment complex under construction that it certainly is not in a rural location like the area that most of us live in here,

it's much more housing and commercial or hospital in that area in Albuquerque. But what I'm saying is that, that area of land that is now being developed as an apartment complex is pretty obtrusive, a four story apartment complex surrounded by residential homes. And so while I can appreciate Mr. Wilcox having these ideas for a botanical garden, which sounds beautiful, but shouldn't that be something that the City should continue? How can an individual maintain and have a botanical garden for the rest of his life and his heirs life, his family's life? How can you maintain that? Shouldn't that be something for the City? So you know we run the risk of having a four story apartment complex built in the future should that land eventually be sold. And that completely changes the landscape of that area. So I don't feel like you know looking forward that that is the right type of thing for the community in that area. Thank you.

Kaiser: Can we have another show of hands? We're going to go to this lady right here in the second row. Please state your name.

Hughes: Patty Hughes.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Hughes: I do.

Kaiser: You may begin.

Hughes: I just want to reiterate about the history of Las Alturas. Over 50 years it has grown in the same direction. I was a member of a planning commission that applied some of the initial zoning in that area in the county, it was actually in the ETZ. What we heard was people wanted to maintain the nature of the area that they had built. And as I followed comprehensive plans over the years, people are giving the same input to planning and zoning Commission's, to county commissions, that they want to maintain the character of the area that they have built. The plan seems to be pretty innocuous. But does that plan need to be adhered to? Can 10 acres of 60 foot high apartment buildings be erected without any further approval for many body? We answer that, I'd like an answer to that question. Also, if high dense 10 acres of 60 foot high apartment buildings, I'm not sure how many stories that is, it used to be 10 foot per story. Is that a six story? I don't think so. But what sort of population does that generate? And we're not talking about doing any TIAs or anything else with what the potential for this zone change could be. I'd just like to reiterate what other people have said that that zoning is not compatible with the area and everything I know about the input that people have given about what they want to see. We have an area that is somewhat unique, that is consistently grown in the same direction. People are saying consistently that they don't want the

nature of our area to change. There's a lot of open ground out there. We really as far as the neighbors are concerned, I doubt that we need a botanical park. So thank you.

Kaiser: All right, moving on up. Yes, ma'am. Yes. Please state your name.

Liptak: Charlotte Liptak.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Liptak: I do have.

Kaiser: You have two minutes.

Liptak: I live in the county. This requested C-3 designation is, as people have said, not in keeping with the rest of the neighborhood. It's also not appropriate or necessary for the owners stated use. The requested commercial high intensity designation would still allow for retail businesses and the building of apartments. There are currently no apartment buildings in that area. There are a few duplexes, but everything else is single-family. He could build what he wants allegedly with a residential designation, In my opinion, I'm not an expert on the zoning code, or perhaps an O-1 designation that would account for an office neighborhood. Recently, I have seen electrical boxes put in for this property, which show that at least 480 volts has been installed or is being installed. This is far greater than any single-family home with an office would appear to need. I'm very concerned that this property could eventually be used for selling or growing cannabis if the C-3 designation is allowed. That should not be allowed in a residential neighborhood. Thank you for letting me address my concerns.

Kaiser: Thank you. All right, gentlemen in the white hat. Please state your name.

Gibbs: Les Gibbs.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Gibbs: I do.

Kaiser: You have two minutes.

Gibbs: I've lived in the same area 5025 Las Alturas, which is just up the road, just north of this location, for 44 years. One of the reasons I live in the City and pay City taxes and all the other stuff is that we have control over the area. The area that the analysis that was done says that this is compatible with

businesses. Those businesses are in the county not in the City. The City doesn't have any businesses in that area. The other thing is, when I bought into that land, Las Alturas covenant said that you had to have an acre for every house, and putting a business up was not going to be one per acre, it's going to be much more than that and it's not going to be compatible with that covenant. So the Las Alturas covenant should still be in account for that area. Also, this is a two lane road that supports all the Las Alturas areas and all the area south of there, that's going to bring a lot more traffic to that area and cause more people to be driving that road, which is already in a fairly bad shape. Also, that's one of the best bicycling roads around in town, so I see many, many bicyclists going on that road all the time. Adding more traffic is just going to cause more problems for that. So anyway, as a City resident for 44 years on that same property, I am very much against this proposal. Thank you.

Kaiser: All right. Is there anybody else on this side that wishes to speak? Yes, ma'am.

Gleason: I'm Jeanne Gleason.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Gleason: I do.

Kaiser: You have two minutes.

Gleason: Thank you, sir. I live out in the Tellbrook area and have loved living there for over 25 years. The pages I have given you show shows the A-frame that I think a lot of, probably everybody in this room would say, "Oh, could it please go down?" The biggest concern that I would add to what has already been spoken to tonight is fire. And I work for the College of Agriculture. I've worked for them for 45 years as faculty member, and it is a very huge danger to all the people that live there. And the house right now, the A-frame I think there's probably homeless people living there. It's falling apart. It's got shingles, the old shakes for shingles, and a fire could come through just like that. And my property, and probably many properties here represented, would be consumed by the fire. So I'm very, very concerned about that. And I asked that to be taken into consideration. Because what happens on that land, could well engulf all of us. Thank you.

Kaiser: All right. Anybody else on this side? All right, we're going to come back to this individual right here. Please state your name.

McGuffey: Hi, I'm Barbara McGuffey.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

McGuffey: I do.

Kaiser: You have two minutes.

McGuffey: Thank you. So one of the things that I take issue with is the comment that staff made about the agricultural district being a placeholder. I don't believe that's true. I'm very new to Las Cruces. I just bought my home there in May. But one of the things I was very careful about was finding protective covenants because I did not want to live in an urban district. I've lived in a mixed development district. I want to live in a single-family zone district. There are protective covenants that I'll give you for my neighborhood, for my plat, that I believe may extend further. And they all stop at single-family. And some people have said that there's agricultural left in there. And when we bought our house, our realtor said that there's maybe one house out there that was zoned to have a horse. So on Senna there was a lot that just had a similar notice. And it was changed. It was requesting a change from agricultural to single-family. So I think agricultural has been, I'm sorry that the City has done away with that, but I think it's part of the deed restrictions that the big slurs who own that property specified when they allowed development of the whole area of Las Alturas Estates. And also all the land I think south of Tellbrook is deed restricted for single-family.

So I take issue with the fact that the surrounding area is not really a Suburban Place type. It's deed restricted single-family, and those of us who bought deed restricted single-family would like to see it stay that way. So I would request that you deny this. And if there are other means that this gentleman can achieve, you know he bought an agricultural district zoned property. No one said he would get a changeup for that. So he could figure out now what else he can do. And he can meet with the neighbors. He offered to meet with the neighborhood. He's not met with any of the neighbors that I'm aware of. The letters were sent back in February of 2022. I think he needs to be sent back to the drawing board. I think you need to deny this today, ask him to come back to the neighborhood. Let staff work on it, see if there's a way that we can all get happy. Thank you.

Kaiser: Thank you. Mr. Banegas, back to you.

Banegas: Mr. Chairman, Commissioners, members of the public. As folks were talking, I kind of wrote down key points to provide answers to and/or clarify. One individual questioned whether or not we could seek a zoning designation that was a lesser designation than the C-3. That kind of speaks to what I stated in the presentation where staff considered opportunities to rezone the property using metes and bounds description whereby we could

designate zoning districts that are more specific to the use that was being proposed and the uses, I should say plural, that were being proposed. Why we cannot just drop it down from C-3 to C-1 is within our code, there would be considerable size restrictions on the C-1 uses in general. What is being proposed, I believe could not be accommodated because there's caps on the square footage of use, and there's definitely caps on the square footage of acreage. So unless the individual was willing to subdivide the property in compliance or conformance with the C-1 district development guidelines, that wouldn't work. But the opportunity to rezone using metes and bounds could work, it just is going to take substantially more effort to do.

Another individual talked about conditions, and down the road the conditions going away. If I heard correctly the assumption is that at some point in time if this Commission and City Council ultimately votes in favor of the zone change with conditions, if the assumption is that at some point in time the property gets sold and the new owners want to do away with those conditions, what would they need to do? Well, the answer is they'd have to rezone again. They'd have to come back to this body and seek either to change the designation in its entirety or seek the elimination or modification of the conditions that were placed on the property to begin with. So do they go away? They can, but not without some effort to do so. Not without coming forward to this body and City Council to do so.

Parking for the office uses, yes parking can include any of the service vehicles within reason, we're not going to allow the storage of large equipment. I'm trying to think of some of the, like backhoes or anything like that associated with the engineering offices. But service vehicles or other vehicles to transport persons from A to B, that's fine. But beyond that, no. Any outside storage related to the use would be substantially restricted. So there's a whole screening type of requirement that has to be dealt with. And so that would be something that'd have to be looked at, specifically if that were to come forward.

The botanical gardens, just as a matter of clarification, in speaking with the property owner, the question was asked whether or not it was for personal enjoyment or commercial type use. And the answer I got was more of a commercial type use. So if someone wanted to rent the botanical gardens for a small gathering, they didn't want to expand to large weddings or anything like that, but small gatherings, they could do so. So in that context, it makes it commercial.

Can apartments be erected? Yes. The C-3 designation at present allows dwelling units to be constructed at a minimum density of 10 dwelling units per acre and a maximum of 40. The apartments is a land use designation that was on the conditional or permitted use listing, the Exhibit A that I showed in the presentation. And with the C-3 designation, unless there's

some additional condition to restrict it, the height of any apartments could be at the development standards that is identified in the table and that's 60 feet. So that could happen as presented with the request this evening. Are there apartments in the area? Yes, there's a few properties that have a little bit more than just your standard duplex or triplex, but not many. This property right along Micro Road, for example. When I drove by there, I believe it was this one, they may be in a duplex or triplex configurations but there's multiples of them. I think some of these other properties might have duplex, maybe three units, but there's not many. So just want to clarify that.

In terms of covenants, covenants were raised in one of the comments. And just to clarify that, the City of Las Cruces does not enforce covenants. So if there's any deed restrictions that are identified in any of the deeds for properties that individuals purchase, the City doesn't enforce that. We enforce the zoning code and the zoning on the land. So just wanted to clarify that.

And in terms of the A-2 district, I know for a fact in working a little over 30 years with the City and the department, A-2 was used for both ag zoning where you could have crops and animals and that kind of thing, but it was also used as a holding designation when the property owner was uncertain as to what they wanted to do with the property. And that kind of covered the laundry list that I heard. If there's anything I missed, I'd be happy to share.

Kaiser: Go ahead.

Vega: Just a quick question and I don't know if you'll know it or not. But is there City bus service that goes on Las Alturas?

Banegas: Mr. Chairman, Commissioner Vega. I'm not aware of any at this time. No.

Kaiser: Are there any other questions from the Commission, comment?

Smith: I don't have any questions but I do have comments. Kind of taking some notes myself. I've lived there for almost 25 years and someone brought up cycling. I'm a cyclist and I mostly ride mountain bike, but I used to ride a lot on the road. And I used to ride up to Tellbrook because it was a nice place to climb, didn't have a lot of traffic. But *(inaudible)* ago you get to the top of Tellbrook and you would turn around and come back down because once you got to the top you know there wasn't anything there, but *(inaudible)* mountain. Now you can take a right, head down, head up, La Tierras Escondida is the development there. It's continuing to grow and grow and grow. Every time I ride up there. If I ride from A mountain on my mountain bike, I grew up there, I see this development. So I bring that point up because one of the issues and complaints was about traffic. Once you

make that turn on Tellbrook off Las Alturas you're going into a neighborhood that is increasingly being filled with more cars, because there are more homes being built so there's more traffic on Tellbrook than ever before. And so you know just, I'm looking at both sides of this as far as the impact that it has on your community. Here there are a lot of people. I mean there was a gentleman said he lived there since 1993. It looks like a lot of you have lived there for quite a long time. So you live there at a time when you know there were acre lots and there wasn't a lot of home density as far as how close the houses are. And I'm sure you are all aware that that has changed. And so I think it's important to, unless I'm wrong, I mean I could be because every, it's still one acre lots. Okay. Even going back to La Tierras Escondida. Okay. All right. So I stand corrected on that. But my whole point is that there's this continual growth going into that neighborhood where it's increasing traffic.

MANY AUDIENCE MEMBERS SHOUTING OUT, UNINTELLIGIBLE.

Smith: Excuse me, I'm sorry, ma'am.

WOMAN IN AUDIENCE SPEAKING, NOT AT THE MICROPHONE.

Smith: Right, but there's still private land that's being developed there. And I'm pretty familiar with the BLM land, because I'm actually one of the Rangers on the monument. So I know the boundary. But the traffic has increased because there's still development happening up to the La Tierra Escondida area. And so my whole point in this, and like I say I'm trying to look at both sides of this is that you know this this …

Nichols: Excuse me Mr. Chair. If we're going to receive comments to Commissioner Smith, you'll have to come to the podium and state your name for the record please, not just an outburst from the crowd. Thank you very much.

Smith: And this proposal, where this land is has been there for a long, long time, as you're all aware, and the impact that it would have from a neighborhood compatibility, because according to the requirements for this property it does meet that because as you make that turn and go up Tellbrook, once you pass that area you're in your neighborhood, you're heading uphill, you still have your views of the mountains and that's not being blocked. The gentleman that talked about walking his dog every day, you know, yes it's like along Las Alturas you have, basically Las Alturas is frontage road. You may not see it that way, but it's basically a frontage road. And then you have the highway. So to the west, you're not losing anything as far as like your community and impact in your community because you have a highway and a frontage road. It's not until you start to go up into your neighborhood that it could be an impact as far as your quality of life, your views of the mountains. Because I see the Organ Mountains every day, it's

part of my job, I drive there every single day. The view never gets old. So those of you who live higher up in the, up in that community, you have that spectacular view.

So as we move forward to make a decision on this proposal, really think about how it's really impacting your quality of life. Having a botanical garden is it really going to impact your quality of life? We can create a narrative of what could possibly happen and make it a reality that he's going to have an electrical business move there, but you don't know that. That's up to the property owner to make that application, to make that decision, if he wants to expand it he still has to go through that process to do that. But we can't make a decision on that now based on what he could do in the future. We can only make a decision based on what he's allowed and permitted to do now. So I just wanted to just make those comments.

AUDIENCE MEMBER SPEAKING, NOT AT MICROPHONE.

Kaiser: Hold on one minute ma'am. Let's see if there's any additional comments from Commissioner. So I do have a couple of follow ups. It seems to me that the crux of the matter is the potential uses under this zone change is what's really concerning to folks. But the applicant has made it clear that his desire is to do a botanical garden. So my question to staff is, is there no other way to arrive at this ability to allow the applicant to develop this botanical garden? Is this the truly the only route available? Other, I know you mentioned the metes and bounds option, but it sounds like in that option you're still sort of parsing out different land uses. So my question is, if a botanical garden is really what he's interested in, is there no other option to get there other than what's presented before us?

Banegas: Mr. Chairman, Commissioners. Keep in mind that in talking with the applicant there's basically four uses that they're really interested in, botanical gardens is one of them. But there's the office, there's a single-family home, and then of course some accessory building for storage of equipment. Metes and bounds is definitely one of them, you still, as you indicated, still have to kind of go through it and parse out the type of uses that wouldn't be deemed compatible. Beyond that, I think you know if they wanted to go to a C-2 designation, they're still looking to parse out some of the uses that are deemed questionable. So I don't know if we gain anything there. Plus they're going to have to go through the effort of subdivision to go to no more than one acre in size for the parcels they create to chisel that 10.85 down to one acre chunks. So nothing easy, and it's based on what I'm thinking, it's a whole lot like what we're going through this evening.

Kaiser: Understood. And on the botanical garden piece is there a minimum lot size requirement there? Or is that come into play strictly on those I guess more

traditional commercial uses, the office, the other things that the applicant was wishing to do.

Banegas: The botanical gardens, basically, in that we're dealing with the entire parcel, there's nothing proposed to be parceled out/subdivide it out. They can make it as large as they'd like to. There's no restriction on a square footage.

Kaiser: And they could do the opposite. They could make it as tiny as they wanted to.

Banegas: Yes.

Kaiser: And then so the C-2 designate, the parcels that are C-2 to the south, what's that minimum lot size requirement?

Banegas: The C-2 has a minimum of 10,000 square feet and a maximum of one acre.

Kaiser: Okay, so theoretically, a metes and bounds approach, they could carve off, figure out what their botanical garden is, carve off a couple of parcels to get to that minimum/maximum size and they could then do a C-2 designation there. Because from my perspective, folks you've got C-2 already there. So I mean the things that we're talking about tonight can already in some respects happen at the southern corner. So to say that commercial was completely inconsistent or incompatible, you know that's not entirely true either. So I'm just sort of thinking out loud here of potential options that might be on the table so thank you. I don't have any further questions. So before we … Commissioner Smith.

Smith: I just have one question for Mr. Banegas. You know, this proposal that the owner has to be in compliance with Elevate Las Cruces Comprehensive Plan. And looking at your zoning decision criteria, he did meet that. And under that community environment, it says to encourage efficient land use development patterns that accommodate projected growth in a sustainable manner. So he's met that. And so that, I think it's important that we look at he's meeting you know the criteria. And so that would mean that he is going to work within the criteria that are established here to develop this property, correct.

Banegas: Mr. Chairman, Commissioner Smith. That is correct. To the best of my knowledge in terms of the information presented to the City, what he originally came forward with was very limited, very limited. The land use or the permitted land use list was an afterthought of how can we ensure down the road that we're restricted. It opened up a little bit. I'm not going to say it did not. But in terms of consistency with the comprehensive plan and what he's achieving to do, there was a lot of alignment that staff saw with the plan, with policy.

Smith: All right. Thank you.

Kaiser: All right, so it sounds like there's a couple of folks in the audience that wish to come back up and speak. Can I get a show of hands? Okay, I see one, two, three, four, five, six, seven, eight. I'm going to give folks 30 seconds for those that raised their hand. I recognize it's not a lot of time, but we've heard the issues. We understand them. And we need to make a decision here tonight. And I'm sure you all will appreciate, regardless of what the outcome is, of not being here till 2:00 a.m. So 30 seconds. Can get the show hands again. I'm going to start here with this gentleman.

Milligan: Thank you. Brook Milligan. So I'd like to make a statement about that you referred to the commercial designation on the south side of Tellbrook Road. That is an artifact, that's a leftover designation from 1974, according to the City GIS records of these plots. So it's not representative of its own of the current land use by any means. And I would also like to return to my point earlier, that the goal of all of this master plan is to enable neighborhoods to define their unique identities and needs. And so that it's not purely about individuals here that are proposing changes. It's about all of the issues that he has been faced with tonight, as well about us as a neighborhood defining what those unique needs ought to be. Thank you.

Kaiser: Can I get, the gentleman in the green shirt? And since this is your first time, I'm going to need to swear you in. So please state your name.

Vaughn: My name is Matthew Vaughn.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Vaughn: Yes.

Kaiser: Please go ahead.

Vaughn: Okay. I think Mr. Banegas, you pointed to the property south of the parcel in question and called them apartment complexes several times. But each one of those properties, each one of those duplexes is on its own parcel. It's not an apartment complex as a whole. So it's different than what you said. And Mr. Smith, you pointed out that all the further, or there's further development going on up Tellbrook Road. However, all that development is residential, none of its commercial. I think you made that point that lots of other folks here have been saying.

Nichols: Time, Mr. Chairman.

Kaiser: We'll come to the Commission. Gentlemen in the jacket right there, no, right there. This gentleman over here. Sorry Commissioner. The brown jacket.

Laskin: Ron Laskin.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Laskin: Yes.

Kaiser: You have 30 seconds.

Laskin: So we heard about a botanical garden, a clothing store, a cafe, but once you open up Pandora's box and make it a C-something or other, he's increased the value of his property, he'll sell to somebody else and they'll do what they damn please.

Kaiser: Commissioner. I'm going to go to you and then I'll go to the lady in the back.

Reynolds: Thank you. First I want to tell everybody …

Kaiser: Please state your name.

Reynolds: My name is Shannon Reynolds, County Commissioner. Tell everyone that I am trying to deal with the A-frame. It's takes it's process. Okay. Secondly, we had a developer who was trying to build a subdivision next to where I live, which is across the highway. They started when the ETZ there and they were turned down for a certain specific purpose. Then the county took it over, they applied again and they were turned down for the same reason. Lastly, the City took it over, they tried to do it again and they were actually going to get approved until we appealed because they tried to violate the same *(inaudible)* that was established 1992. I see the same thing happening here. Once they get to C-3 s they can put all this stuff on there, they can take two acres and put what they want, take the other five ..

Nichols: Time, Mr. Chair.

Reynolds: Acres for what they want. I don't think that we have any control over this. I'm concerned.

Kaiser: Please state your name. I'm going to need to swear you in.

Thornock: Hi. Nickie Thornock and I live in the county.

Kaiser: Do you swear or affirm that the testimony you're about to get is the truth and nothing but the truth under penalty of law?

Thornock: I do.

Kaiser: You have 30 seconds.

Thornock: Okay, I am in favor this. I think change is good. I think a botanical garden to walk my kids to would be cool. Going to the Tellbrook Park is nice, but I have kids, I have a dog, we walk the neighborhood. To have a second place to stop would be really fun. Even if they put in a cafe to send my 16 year old out of the house, not have to drive to Pic Quick, that would be nice. There is a very large subdivision going in past the trailer sales. So if we're talking about traffic, maybe we should address that rather than the house that's going to be on the corner that already gets tons of traffic and three, four, or five cars is not going to make any bigger of a difference.

Nichols: Time, Mr. Chairman.

Thornock: Than the Airbnb's do.

Kaiser: Thank you. All right, anybody else on this side? All right, moving on to the man in the hat. Please state your name for the record and you have 30 seconds.

Zemek: John Zemek: I live in Las Alturas.

Kaiser: He's good.

Zemek: Yes sir, I promise to tell the truth and whole truth and nothing but the truth.

Kaiser: If you've already spoken …

Zemek: I've got two things so I'm going to take more than 30 seconds. I'm in constant contact with the guy with A-frame house. If anybody wants to know more a little bit about that. I'm in constant contact with the guy. I can tell you just about anything you want to know about it. And so you can come and see me afterward. This reminds me of a story that happened up in Michigan, that someone was trying to get their place rezoned. It was zoned for agriculture and they were trying to get it rezoned so they could build some kind of a store. And everybody said no, no, no, you can't do that, you can't do that. Everything was negative.

Nichols: Time, Mr. Chairman.

Zemek: So he said okay and he went home and he said it's zoned for agriculture. So he went home, put a fence around it, and built a pig farm.

Kaiser: Yes, ma'am. Please state your name.

Heavner: My name is Nancy Heavner. .

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Heavner: I do.

Kaiser: You have 30 seconds.

Heavner: I do live in the county and I live on one acre. The majority of those homes that built out in the Las Alturas area are one acre or more. I have an absolute passion for our state and the fact that you're going to build a botanical garden. Think about water, please. Our water is being depleted each and every day. We bring in another garden that needs more water. We bring in more apartment complexes. Think about light pollution, please. One of the things that we enjoy in the county is the …

Nichols: Time, Mr. Chairman.

Heavner: Fact that we don't have the lights. I ask that you vote no and reject this offer.

Kaiser: Thank you. Is there anybody else who wishes to speak on the side? Yes, sir, with the hat. Please state your name for the record. And you have 30 seconds.

Gibbs: Les Gibbs. The property that's right adjacent to this, just to the north of that, is about 80 acres and it's owned by Mr. And Mrs. Soules. Now Mr. Soules has passed away. But they have been trying to protect that area and keep it in the rural for this whole time. This is going to be a domino effect. If you approve it for this little area, the next thing will be that 80 acres will have a motel on it. Thank you.

Kaiser: Yes ma'am. Please state your name for the record. And you have 30 seconds.

Liptak: Charlotte Liptak. And if the owners intention is simply single-family home with an office and his botanical garden, then he should have no problem to put another condition that there will be no apartment buildings allowed either and no cannabis sales or growth. Thank you.

Kaiser: Thank you. All right. I am going to close public comment. And I'm going to return back to the Commission. Any additional comments, questions, thoughts? I'm going to just come back real quick, because there's been a

lot of discussion about the compatibility and just want to return to the comprehensive plan, quite frankly. This area, the entire Tellbrook neighborhood within the City of limits is identified as a suburban neighborhood. That's the place type. According to our comprehensive plans, suburban neighborhoods provide for low to moderate density residential land uses, intermixed with areas of commercial development. Representative land uses include single-family residential, detached or attached, multifamily residential, commercial services, single-family urban residential zoning districts and multifamily residential zoning districts. So just from my perspective, going back to what staff's presented tonight, I mean I think this is totally consistent. I think a botanical garden is not wildly out of character. So those are just my parting thoughts. Looking for a motion.

Bennett: I make a motion to approve 10.2 with the conditions under Exhibit A.

Vega: I second.

Baum: Board Member Acosta.

Acosta: I vote no.

Baum: Board Member Vega.

Nichols: One second please. Your vote "no" needs to be supported by findings or fact that was contrary to the presentation by staff.

Garrison: You just need to state them for the record.

Nichols: Statement for the record.

Acosta: I vote no based on community output tonight.

Baum: Board Member Vega please.

Vega: First of all, thank you all for coming out. It's a late night, it's freezing. And it's obvious how much everyone cares about your community. I personally love the idea of a botanical garden. I'd like to see it where it's accessible to everyone in the community. This is a little bit outside of, I guess we have like a more dense population. But with that said, I am hopeful that the owner will follow through on the plan proposed. And based on staff recommendation, I vote to approve.

Baum: Board Member Bennett.

Bennett: I vote to approve based on staff recommendation, the thoroughfare plan, as well as the purpose and intent of the code.

Baum: Board Member Smith.

Smith: Before I vote, I respect and appreciate you know the strong feelings you have for your community. That's very important within any community and especially within our City. But the City does continue to grow and this area that where you live will grow. And this is a very small attempt at someone to grow their business, grow an opportunity to bring something good to this area. And so it's just something that is not going to have a negative impact only if you decide that it is a negative impact. So I am going to approve. So yes with conditions.

Baum: Chair Keiser.

Kaiser: Before I give my vote, just a reminder that this does require approval by the City Council. So for those of you all who came out tonight, there is another opportunity to express your perspective viewpoints at City Council, regardless of the outcome tonight. So with that, I vote yes, based on staff recommendation and consistency with Elevate Las Cruces.

Baum: Passes four to zero.

AUDIENCE MEMBERS SHOUTING OUT.

Baum: Excuse me four to one.

Kaiser: It passed four to one.

10.3 1024 S. Main Street Special Use Permit Request: A Special Use Permit (SUP) to allow a cannabis retail establishment within the required buffer distance between said establishment and a single-family residential zoning district boundary. The subject property is located at 1024 S, Main Street, is ± 0.20 acres in size, and is zoned C-1 (Commercial Low Intensity). Submitted by Victoria Bruce, Co-Owner Bryan's Green Care. (Case # 22ZO1000134)

POSTPONED INDEFINITELY.

10. DISCUSSION

Kaiser: Lost my agenda here. I believe we are now going on to discussion and staff announcements. Are there any discussion, staff announcements? None.

11. STAFF ANNOUNCEMENTS

Kaiser: I guess I did hear a rumor that the Community Development Department received an award from APA in New Mexico. Is that true?

Nichols: Thank you, Mr. Chairman, for the opportunity to talk to you about. I'll wait a moment for the noise to die.

Thank you for the opportunity Mr. Chairman, and members of board. I'm very proud to say that the City of Las Cruces Community Development Department was recognized for innovation and planning by the New Mexico American Planning Association. This award was received by Mr. David Weir, our Deputy Director. And we made a public announcement. But this is the second recognition that Community Development Department has had this year. The other one has to do with being recognized by the International Code Council for innovation and what was called the Raising the Profile Award. International Council is a membership of 64,000 people. It's international, so it was really a prestigious award for the department. But mostly as well for the City. And proud to announce those two recognitions.

Kaiser: Congratulations. It's well deserved. And it's great to see your work recognized.

12. ADJOURNMENT (6:21)

Kaiser: So with that, we need a motion in a second to adjourn.

Vega: I make a motion to adjourn. And congratulations again.

Smith: And I second.

Kaiser: All in favor.

MOTION PASSES UNANIMOUSLY.

Kaiser: Meeting's adjourned.

_____

Chairperson

23-124

City of Las Cruces

City Council Action and Executive Summary

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

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:		**Adopted:**	May 15, 2023
Drafter:	Cherrall De La Cruz	**Department:**	Financial Services
Program:	Budget	**Line of Business:**	Fiscal Management

Title: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2023 BUDGET AND FY2023 CIP.**

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

PURPOSE(S) OF ACTION:

To accept awarded grants and adjust the FY23 budget and FY23 CIP.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

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

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

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

SUPPORT INFORMATION:

Exhibit "A" - Fund Summaries
Exhibit "B" - CIP
Attachment "A" - Grant Listing
Attachment "B" - CVRC Intergovernmental Service Agreement Signed Executed
Attachment "C" - SGA Las Cruces signed VW 02 20 23 CRW Executed
Attachment "D" - 2023-03-16 - clg-lascruces - grant agreement - Executed
Attachment "E" LRU 22 03 Airport Striping
Attachment "F" - HIDTA G22 Mod 4 Executed
Attachment "G" - HIDTA G23 Agreement Executed

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Exhibit "A"	**AVAILABLE AMOUNT:** Exhibit "A"	**EXPENDITURE AMOUNT:** Exhibit "A"

Funding Source(s):

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

☒ Yes

☐ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote “Yes”; this will approve the Resolution to accept the budget adjustments as presented and adjust the City’s FY2023 Budget and FY2023 CIP.
2. Vote “No”; this will not approve the Resolution to adjust the budget as presented and return the funds to the granting agency.
3. Vote to “Amend”; this could delay the Resolution and the process of spending the grant funds within the predetermined grant schedule and require direction to staff.
4. Vote to “Table”; this will delay the Resolution and will impact the implementation of the grant agreement, the City departments ability to utilize the funds and return the grant funds to the granting agency.

RESOLUTION 23-124

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2023 BUDGET AND FY2023 CIP.

The City Council is informed that:

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

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

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

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

(I)

THAT the City hereby amends the FY2023 City Budget and FY2023 CIP to accept all grant awards as shown in the Fund Summary, Exhibit "A" and Exhibit "B", attached hereto and made part of this Resolution.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2022-23

	2100 SPECIAL REVENUE REIMB GRANTS 2022-23			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 24,280	24,280	0	24,280
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	259	0	259
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	247,000	0	247,000
Federal Grants	5,358,203	16,855,765	0	16,855,765
State Grants	1,120,000	10,195,826	109,620	10,305,446
Local Grants	46,440	69,089	0	69,089
Debt Service	0	0	0	0
Total Revenues	**6,706,643**	**27,367,939**	**109,620**	**27,477,559**
TOTAL RESOURCES	**$ 6,730,923**	**27,392,219**	**109,620**	**27,501,839**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	629,444	6,149,921	50,000	6,199,921
Las Cruces Fire Department	85,478	1,378,031	0	1,378,031
Utilities	0	1,300,000	0	1,300,000
Economic Development	2,798,662	13,147,596	0	13,147,596
Internal Audit	0	0	0	0
Assistant City Manager-400	468,870	1,229,604	0	1,229,604
Human Resources	0	0	0	0
Financial Services	0	405,073	0	405,073
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	11,030	458,744	0	458,744
Community Development	337,981	791,666	59,620	851,286
Quality of Life	2,375,183	2,143,346	0	2,143,346
Public Works	0	365,000	0	365,000
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 6,706,648**	**27,368,981**	**109,620**	**27,478,601**
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	**$ 24,275**	**23,238**	**0**	**23,238**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2022-23

	4100 CAPITAL PROJECTS REIMB GRANTS 2022-23			
	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	5,508,937	7,872,546	0	7,872,546
State Grants	16,541,864	18,450,623	188,896	18,639,519
Local Grants	350,000	861,264	0	861,264
Debt Service	0	0	0	0
Total Revenues	**22,400,801**	**27,184,433**	**188,896**	**27,373,329**
TOTAL RESOURCES	**$ 22,400,801**	**27,184,433**	**188,896**	**27,373,329**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	47,000	160,000	0	160,000
Las Cruces Fire Department	74,798	332,731	0	332,731
Utilities	0	0	0	0
Economic Development	2,631,838	1,734,242	0	1,734,242
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	370,000	370,000	0	370,000
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	3,816,025	4,654,367	0	4,654,367
Community Development	0	0	0	0
Quality of Life	742,500	742,500	0	742,500
Public Works	14,718,640	19,190,593	188,896	19,379,489
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 22,400,801**	**27,184,433**	**188,896**	**27,373,329**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ (0)**	**(0)**	**0**	**(0)**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2022-23

	5010 AIRPORT 2022-23			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 874,168	874,168	0	874,168
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	25,000	25,000	0	25,000
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	190,000	190,000	0	190,000
Federal Grants	59,000	13,832	0	13,832
State Grants	1,967,032	5,958,971	37,911	5,996,882
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**2,241,032**	**6,187,803**	**37,911**	**6,225,714**
TOTAL RESOURCES	**$ 3,115,200**	**7,061,971**	**37,911**	**7,099,882**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-Airport	3,462,338	7,935,953	37,911	7,973,864
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 3,462,338**	**7,935,953**	**37,911**	**7,973,864**
Other Resources				
Operating Transfers In	773,000	1,123,000	0	1,123,000
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 773,000**	**1,123,000**	**0**	**1,123,000**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 425,862**	**249,018**	**0**	**249,018**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2022-23

	7492 HIDTA-CLC 2022-23			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ (5,268)	(5,268)	0	(5,268)
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	687,695	1,384,559	130,366	1,514,925
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**687,695**	**1,384,559**	**130,366**	**1,514,925**
TOTAL RESOURCES	**$ 682,427**	**1,379,291**	**130,366**	**1,509,657**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
HIDTA/METRO	143,985	609,179	6,330	615,509
HIDTA	543,710	774,958	124,036	898,994
Public Works				0
Total Expenditures	**$ 687,695**	**1,384,137**	**130,366**	**1,514,503**
Other Resources				
Operating Transfers In	0	5,268	0	5,268
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**5,268**	**0**	**5,268**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ (5,268)**	**422**	**0**	**422**

City of Las Cruces
Capital Improvements Program
FY 2023-2028

Amended as of 05/15/2023

Project Title	Funded FY2023	Infrastructure Capital Improvement Plan (Unfunded) FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Funding Source(s)
ECONOMIC DEVELOPMENT							
Economic Development - Newly Funded Projects							
Downtown Callecitas Shade Structure	100,000						**TIDD**
Downtown Parking Lots Renovation 1 - Parking Lot 9/10 2 - Parking Lot at Campo & Hadley	500,000	350,000	255,000	255,000	255,000	255,000	Grants, **TIDD**
Economic Development - Total Newly Funded Projects	**$ 600,000**	**$ 350,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	
Economic Development - Carryover Projects							
Cinematic Infrastructure & Soundstage	2,933,085						**Bonds, Grants, Taxes**
Downtown Plaza Shade Structures	160,014						**Bonds**
Gateway Entry Points Signage	250,000						**Bonds**
Parking Lot 7 and Bathrooms	417,921						**TIDD**
Economic Development - Total Carryover Projects	**$ 3,761,020**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Economic Development - Future Projects							
LCIIP Infrastructure Improvements		16,000,000					Bonds, Grants
Santa Teresa to LCIIP Bypass		16,000,000					Bonds, Grants
MV Community of Hope - Campus Extension		5,000,000					Grants
MV Community of Hope - Master Plan Implementation		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
Paseos Verdes		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
Transit Loop Road		1,661,000	7,800,000	7,800,000			Grants, Taxes
Rocket Drive Expansion		820,000	7,173,000				Grants, Taxes
LCIIP Gateway Signage & Pocket Park		480,000	25,000	25,000	25,000	25,000	Grants, Taxes
Downtown Video Security		100,000					Grants, Taxes, TIDD
Economic Development - Total Future Projects	**$ -**	**$ 44,061,000**	**$ 18,998,000**	**$ 11,825,000**	**$ 4,025,000**	**$ 4,025,000**	
Total Economic Development	**$ 4,361,020**	**$ 44,411,000**	**$ 19,253,000**	**$ 12,080,000**	**$ 4,280,000**	**$ 4,280,000**	
FACILITIES MANAGEMENT							
Facilities Management - Newly Funded Projects							
Facility Parking Lot Program 1 - Munson Center 2 - Henry R Benavidez Community Center 3 - Train Depot	93,906	250,000	250,000	250,000	250,000	250,000	**Taxes**
Police Evidence Building	15,000						**Taxes**
Facilities Management - Total Newly Funded Projects	**$ 93,906**	**$ 250,000**	**$ 250,000**	**$ 250,000**	**$ 250,000**	**$ 250,000**	
Facilities Management - Carryover Projects							
Energy Efficiency Program - IGA	2,377,348						**Bonds, Taxes**
Gateway Entry Points Signage Maintenance	50,000		50,000	50,000	50,000	50,000	**Taxes**
Facilities Management - Total Carryover Projects	**$ 2,427,348**	**$ -**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	

City of Las Cruces
Capital Improvements Program
FY 2023-2028

Amended as of 05/15/2023

Project Title	Funded FY2023	Infrastructure Capital Improvement Plan (Unfunded) FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Funding Source(s)
Facilities Management - Annual Projects							
General Facilities Improvements 1 - La Casa Maintenance 2 - Jardin de Espernazas 3 - WIA Rehabilitation 4 - Arc Flash Plan 5 - City Hall Furnishings 6 - Surveillance Camera Upgrades 7 - Records Center Improvements 8 - Branigan Library Exterior Re-Stucco 9 - Frank O'Brien Papen Community Center 10 - City Hall Building Operations Storage 11 - Library Sump Pump	267,772	500,000	500,000	500,000	500,000	500,000	**Taxes**
Roof Replacement Program 1 - Police Department Main Building 2 - WIA Building 3 - Municipal Court 4 - Railroad Museum 5 - Meerscheidt Rec Center 6 - Police Department Academy 7 - Roof Inspections	1,220,752	375,000	375,000	375,000	375,000	375,000	**Taxes, Bonds**
Safety, Health, Environmental & Emergency 1 - City Hall Security Upgrades 2 - Parks Sidewalk Replacement 3 - Pool Hoist 4 - Fire Alarm & Security Upgrades 5 - Pigeon Abatement	38,212						**Taxes**
Facilities Management - Total Annual Projects	**$ 1,526,736**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	
Facilities Management - Future Projects							
Generator Buffer Program Fire Stations	-	50,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program Henry R Benavidez Community Center	-	50,000	50,000	50,000	50,000	50,000	Taxes
HVAC Upgrade Program		200,000	200,000	200,000	200,000	200,000	**Taxes**
Generator Replacement Program		35,000	35,000	35,000	35,000	35,000	**Taxes**
ADA Compliance		25,000	25,000	2,500	25,000	25,000	**Taxes**
Facilities Management - Total Future Projects	**$ -**	**$ 360,000**	**$ 360,000**	**$ 337,500**	**$ 360,000**	**$ 360,000**	
Total Facilities Management	**$ 4,062,990**	**$ 1,485,000**	**$ 1,535,000**	**$ 1,512,500**	**$ 1,535,000**	**$ 1,535,000**	
LAS CRUCES AIRPORT							
Las Cruces Airport - Newly Funded Projects							
LRU Pavement Maintenance Program	120,000	125,000	125,000	125,000	125,000	125,000	**Taxes, Other**
Las Cruces Airport - Total Newly Funded Projects	**$ 120,000**	**$ 125,000**	**$ 125,000**	**$ 125,000**	**$ 125,000**	**$ 125,000**	
Las Cruces Airport - Carryover Projects							
LRU Airport Infrastructure Improvements	1,523,764						**Grants, Taxes, Other**
LRU Passenger Terminal	285,406		12,500,000		1,850,000	3,500,000	Grants, **Taxes, Other**
LRU Runway 8/26 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	226,617	4,200,000	8,400,000				Grants, **Taxes, Other**
LRU Runway 12/30 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	330,372			13,500,000			Grants, **Taxes, Other**
LRU Taxilane Improvements	120,120						Grants, **Taxes, Other**
Las Cruces Airport - Total Carryover Projects	**$ 2,486,279**	**$ 4,200,000**	**$ 20,900,000**	**$ 13,500,000**	**$ 1,850,000**	**$ 3,500,000**	

City of Las Cruces
Capital Improvements Program
FY 2023-2028

Amended as of 05/15/2023

Project Title	Funded FY2023	Infrastructure Capital Improvement Plan (Unfunded) FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Funding Source(s)
Las Cruces Airport - Annual Projects							
LRU Striping and Marking Maintenance Program	173,911	75,000	75,000	75,000	75,000	75,000	**Taxes, Other**
Las Cruces Airport - Total Annual Projects	**$ 173,911**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	
Las Cruces Airport - Future Projects							
LRU Passenger Air Service Infrastructure Revitalization		37,500,000					Grants, Taxes, Other
LRU Runway 4/22 Rehabilitation		1,800,000					Grants, Taxes, Other
LRU Maintenance Facility Design-Construct		1,700,000					Grants, Taxes, Other
LRU ARFF Index B Equipment Upgrades		1,600,000					Grants, Taxes, Other
LRU Passenger Terminal Parking		1,000,000					Grants, Taxes, Other
LRU Airport Maintenance Equipment		850,000					Bonds, Grants, Taxes, Other
LRU Runways 8/26 and 12/30 Blast Pads		166,667					Grants
LRU Utility Infrastructure Improvements			4,500,000				Bonds, Grants, Taxes, Other
LRU Airline Ground Support Equipment Facilities			750,000				Grants, Taxes, Other
LRU Fuel Farm Relocation and Expansion				1,900,000			Grants, Taxes, Other
LRU Taxilane Extensions					3,400,000		Grants, Taxes, Other
LRU Commercial Hangar Design and Construct					2,800,000		Grants, Taxes, Other
LRU Multi-Modal Public Passenger Transit Facility					2,500,000		Grants, Taxes, Other
LRU East Perimeter Road						11,200,000	Grants, Taxes, Other
LRU Apron West Hangar Rehabilitation						70,000	Grants, Taxes, Other
LRU Apron West Rehabilitation						70,000	Grants, Taxes, Other
Las Cruces Airport - Total Future Projects	**$ -**	**$ 44,616,667**	**$ 5,250,000**	**$ 1,900,000**	**$ 8,700,000**	**$ 11,340,000**	
Total Las Cruces Airport	**$ 2,780,190**	**$ 49,016,667**	**$ 26,350,000**	**$ 15,600,000**	**$ 10,750,000**	**$ 15,040,000**	
NON-PROFIT ORGANIZATIONS							
Non-Profit Organizations - Carryover Projects							
Arts and Cultural District Improvements	1,734,241						**Grants**
Children's Museum Facility	742,500	100,000	400,000	5,500,000			Bonds, **Grants**
La Clinica de Familia - Behavioral Health Facility	922,349						**Grants**
MV Community of Hope - Casa de Peregrinos Food Rescue Warehouse	5,925,691	1,847,000					**Grants, Other**
MV Community of Hope - Flooring	10,317						**Grants**
MV Community of Hope - Health Facility Improvements	2,192,073						**Grants**
Non-Profit Organizations - Total Carryover Projects	**$ 11,527,171**	**$ 1,947,000**	**$ 400,000**	**$ 5,500,000**	**$ -**	**$ -**	
Non-Profit Organizations - Future Projects							
MV Community of Hope - Cocina de Peregrinos		1,500,000	7,500,000	2,700,000			**Grants**
MV Community of Hope - Jardin de los Niños Re-Roof			250,000				Grants
MV Community of Hope - El Caldito Upgrade			150,000				Grants
MV Community of Hope - Building 1, Solar Project				600,000			Grants
MV Community of Hope - Expansion Remodel				250,000			Grants
MV Community of Hope - Jardin de los Niños Security Improvements				200,000			Grants
MV Community of Hope - Patio to Office Remodel				200,000			Grants
Non-Profit Organizations - Total Future Projects	**$ -**	**$ 1,500,000**	**$ 7,900,000**	**$ 3,950,000**	**$ -**	**$ -**	
Total Non-Profit Organizations	**$ 11,527,171**	**$ 3,447,000**	**$ 8,300,000**	**$ 9,450,000**	**$ -**	**$ -**	

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Project Title	Funded FY2023	Infrastructure Capital Improvement Plan (Unfunded) FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Funding Source(s)
PARKS & RECREATION							
Parks & Recreation - Newly Funded Projects							
East Mesa Bataan Memorial Pool - Shade Structure	12,790	182,210					Grants, **Taxes**
JCP Learning Center Exterior Repairs	292,800						**Grants, Taxes**
Las Cruces Regional Aquatic Center HVAC & Dehumidifier	75,000						**Taxes**
Meerscheidt Recreation Center Improvements	85,000	110,000					Grants, **Taxes**
Meerscheidt Recreation Center - Remodel/Expansion	2,000,000		-				Grants, Taxes, **Bonds**
Various Park Restroom Replacement/Repairs & Upgrades	419,645	360,000					Grants, **Fees**
Parks & Recreation - Total Newly Funded Projects	**$ 2,885,235**	**$ 652,210**	**$ -**	**$ -**	**$ -**	**$ -**	
Parks & Recreation - Carryover Projects							
A. Fielder Memorial Safe Haven Renovations	682,017						**Taxes**
Apodaca Park Aquatic Playground and Multi-Use Path	750,000	509,479	240,521				**PIF**
Aquatic Center Solar	180,312						**Grants**
Ballfield/Soccer Field Renovations & Upgrades	856,000	834,600	144,000	3,200,000			**Grants**
Burn Lake/Esslinger Community Park Improvements	228,800			3,200,000			Bonds, Grants, **Taxes**
Butterfield Shooting Range ADA Improvements	78,469		200,000	2,000,000			Bonds, Grants, **Taxes**
Chandler Tank Park	612,976						**Bonds, Taxes**
Dona Ana Move Trail	690,000						**Grants, Taxes**
East Mesa Public Safety Area Park	100,000	100,000		100,000		100,000	Grants, **PIF**
Gallagher Park Improvements	150,000						**Taxes**
Highland Park	1,000,000	510,850					Grants,**PIF, Taxes**
Las Cruces Lateral RTP Trail	573,411						**Grants, Taxes**
Median Landscaping	1,343,283	200,000	200,000	200,000	200,000	200,000	**Grants, Loans, Taxes**
Metro Verde Neighborhood Parks	619,814	500,000	500,000	500,000	500,000	500,000	**PIF**
New Skate Park - Plan & Design	550,000	550,000		250,000			**Grants**
Parks Parking Lots BMX Track Parking Lot & ADA Improvements Paz Ball Field Parking Lot Improvements Tony Gomez Park Parking Lot Improvements Veterans' Park Parking Lot	2,676,773						**Bonds, Grants, Taxes**
Parks Security and Lighting	52,334	82,637					**Grants, Taxes**
Parks Smart Controllers & Pumps	282,520						**Grants, Taxes**
Pioneer Women's Park Gazebo Improvements	175,669	600,000	600,000	600,000	600,000	600,000	**Grants**
Regional Rec & Aquatic Cntr - Ph II - Competitive Pool Construction	6,418,602						**Bonds, PIF, Taxes**
Regional Rec & Aquatic Cntr - Ph II - Competitive Pool Enclosure	2,739,976						**Bonds, Taxes**
Skate Park Renovation & Improvements	1,095,000		836,500	1,650,000	500,000		**Grants, PIF**
Tortugas Trail	75,000						**Grants**
Wayfinding Signage	214,979						**Grants, PIF**
Parks & Recreation - Total Carryover Projects	**$ 22,145,935**	**$ 3,887,566**	**$ 2,721,021**	**$ 11,700,000**	**$ 1,800,000**	**$ 1,400,000**	
Parks & Recreation - Annual Projects							
Land Acquisition, Planning, and Design for Parks	100,000	500,000	500,000	500,000	500,000	500,000	**PIF**
Neighborhood Parks	575,801	600,000	500,000	500,000	500,000	500,000	**PIF, Taxes**
Parks Shade Structures	24,000	24,000	24,000	24,000	24,000	24,000	**Taxes**
Parks & Recreation - Total Annual Projects	**$ 699,801**	**$ 1,124,000**	**$ 1,024,000**	**$ 1,024,000**	**$ 1,024,000**	**$ 1,024,000**	
Parks & Recreation - Future Projects							
Parks Parking Lot Program: Apodaca Park East Mesa Recreation Center Maag Ball Park Skate Park		907,500	252,500	272,700	272,700	272,700	Bonds, Grants

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Veterans' Memorial Park Enhancements		662,500	662,500	662,500	662,500		Bonds, Grants
Trail Renovations		580,000	500,000	500,000	500,000	500,000	Bonds, Grants
Indoor/Outdoor Aquatic Amenities		195,000					Grants, Taxes
Klein Park Improvements		126,750					Grants, Taxes
East Mesa Bataan Memorial Pool - HVAC Replacement		100,000	700,000				Grants
Albert Johnson Park Electrical Improvements		78,000					Grants, Taxes
Park Drinking Fountains		70,000					Grants, PIF, Taxes
Parks and Recreational Facilities Structural Renovations		55,000					Grants, Taxes
Benavidez Park			685,000	125,000			Grants
Veterans' Memorial Park Restroom Plumbing Repairs and Upgrades			500,000				Grants, PIF
Valley View Park - Heske Garden Lighting Replacement			134,000				Grants, Taxes
Laabs Pool - HVAC Replacement			80,000				Grants, Taxes
Hadley Complex Recreation Rehabilitation			78,000				Grants, Taxes
Multi-Use Recreation Center			31,500	318,500			Bonds, Grants
Four Field Baseball/Softball Complex				10,000,000			Bonds, Grants, PIF
Laabs Pool - Shade Structures				97,500			Bonds, Grants, PIF
New Sand Volleyball Courts					40,000		Grants, PIF
Waterfalls Park						1,200,000	Grants, PIF
Parks & Recreation - Total Future Projects	**$ -**	**$ 2,774,750**	**$ 3,623,500**	**$ 11,976,200**	**$ 1,475,200**	**$ 1,972,700**	
Total Parks & Recreation	**$ 25,730,971**	**$ 8,438,526**	**$ 7,368,521**	**$ 24,700,200**	**$ 4,299,200**	**$ 4,396,700**	
PUBLIC SAFETY							
Public Safety - Newly Funded Projects							
Fire Dept. Administration Building Lobby Remodel	200,000	350,000		193,400			**Grants,** Other
Fire Department CIT and MIH Building	365,000	3,420,315					**ARPA**, Grants, Taxes, Other
Police Department Equipment - Mobile Data Terminals	160,000						**Grants**
Public Safety - Total Newly Funded Projects	**$ 725,000**	**$ 3,770,315**	**$ -**	**$ 193,400**	**$ -**	**$ -**	
Public Safety - Carryover Projects							
Fire Station 2 Replacement 1 - Land Acquisition 2 - Plan, Design, Construct, and FF&E 3 - Demolition	85,000				5,165,000		**Taxes**, Grants
Fire Department Equipment	332,731	720,000		500,000	500,000		**Grants**
Police Department Building Renovations	63,696	150,000					**Grants, Taxes**
Police Department Evidence Building	66,682						**Taxes**
Public Safety Regional Radio Communication System	468,000						**Grants, Taxes**
Public Safety Smart Technology	200,000						**ARPA**
Public Safety - Total Carryover Projects	**$ 1,216,109**	**$ 870,000**	**$ -**	**$ 500,000**	**$ 5,665,000**	**$ -**	
Public Safety - Future Projects							
Downtown Public Safety Complex		57,000,000					Bonds, Grants
Fire Department Station 9		5,165,000					Bonds, Grants, Taxes, Other
Police Department Mobile Operations Command Vehicle		500,000					Grants
Public Safety Vehicles - Bearcat		400,000					Grants
Public Safety Vehicles - Rook		400,000					Grants
Fire Station 5 North/South Aprons and Parking Lot Replacement		314,000	230,000				Bonds, Grants, Taxes, Other
Police Parking Lot Resurfacing		276,000					Grants, Taxes
Fire Department Training tower		200,000	19,000				Grants, Taxes
Fire Stations 4 & 5 Security Fencing and Gates		130,000					Grants, Taxes
Public Safety Vehicles - Critical Incident Command Vehicle		100,000					Grants
Fire Station 4 Restroom Remodel		90,000					Grants, Taxes, Other
Fire Station 2 Bay Remodel		45,000					Grants

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Police Department Equipment - Axon Body Cameras		40,000					Grants
Police North Parking Lot Fencing		20,000					Grants
Fire Station 6 Repairs			70,000				Grants
Fire-Energy Efficiency and Sustainability				334,000	330,000	270,000	Grants
Police/Fire Training Facility - Design & Construct						6,900,000	Grants
Police/Fire Training Facility - Furniture, Fixtures, & Equipment						2,100,000	Grants
Public Safety - Total Future Projects	**$ -**	**$ 64.680.000**	**$ 319.000**	**$ 334.000**	**$ 330.000**	**$ 9.270.000**	
Total Public Safety	**$ 1,941,109**	**$ 69,320,315**	**$ 319,000**	**$ 1,027,400**	**$ 5,995,000**	**$ 9,270,000**	
PUBLIC WORKS							
Public Works - Newly Funded Projects							
Complete Streets University Ave Complete Street Improvements Idaho Ave El Paseo Rd	7,660,000	1,750,000	1,750,000	1,500,000	1,750,000	1,750,000	**Bonds**
Del Rey Blvd Signal Improvements	200,000						**Grants, Taxes**
East Mesa Recreation Complex	2,000,000						**Bonds**
GO Bond 2023 - New Fire Station	9,800,000						**Bonds**
GO Bond 2023 - Parks Improvements	1,960,000						**Bonds**
GO Bond 2023 - East Mesa Recreation Facility	4,900,000						**Bonds**
Telshor ADA Improvements Phase VI	237,494						**Grants, Taxes**
Telshor Spruce Intersection Improvements	650,000	850,000					**Grants**
Public Works - Total Newly Funded Projects	**$ 27,407,494**	**$ 2,600,000**	**$ 1,750,000**	**$ 1,500,000**	**$ 1,750,000**	**$ 1,750,000**	
Public Works - Carryover Projects							
Amador Hotel	2,344,425		2,950,000	2,950,000	2,950,000		**Grants, TIDD**
Casa Linda Acres Reconstruction	2,650,000			1,000,000			**ARPA, Taxes**
Bellamah Drive - Lees Drive to Luna Street	1,900,000						**Bonds, Taxes**
Campo Street Design and Reconstruct	406,318	2,600,000					**TIDD**
Drainage Infrastructure Improvements EBID Drains & Laterals Land Acquisition Other Improvements	3,105,601						**Bonds, Taxes**
East Mesa Recreation Complex Roads	1,205,604						**Bonds, Taxes**
East Mesa Roads and Drainage	1,719,831	900,000					**Grants, Taxes**
GO Bonds - ARPA Funding	3,831,368						**ARPA**
GO Bond Q1 - Park & Sport Field Improvements & Additions	6,114,230						**GO Bonds, PIF**
GO Bond Q2 - New Animal Shelter Facility	2,452,897						**GO Bonds**
GO Bond Q3 - New Fire Station No. 3 Building	119,266						**GO Bonds**
GO Bond Q4 - Walking, Jogging, Biking Trails Improvements & Additions	41,192						**GO Bonds**
Madrid Ave Extension - Martha Dr to N Triviz Dr	1,864,997						**Grants, Taxes**
Magdalena Drive Storm Repairs	266,966						**Taxes, Other, Grants**
McFie - Valley to First	170,445						**Grants, Taxes**
Midway Ave - Gas Line Rd to Mesa Dr	600,000	240,000					**Taxes, Grants**
North Fork Las Cruces Arroyo L.O.M.R. Drainage Study	3,214	39,833					**Other**
Picacho Ave HAWK System	240,868						**Grants, Taxes**
South Main St - Avenida de Mesilla to Boutz	1,442,440	1,900,000					**Bonds**
Storm Water System Mapping	100,000						**Taxes**
Traffic Signals Hoagland Rd & N Alameda Blvd Roadrunner Parkway & Sonora Springs Sonoma Ranch Blvd & Northrise	1,017,789						**Bonds**

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Project Title	Funded FY2023	Infrastructure Capital Improvement Plan (Unfunded) FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Funding Source(s)
Voluntary Assessment District Phase I Sanitary Sewer Infrastructure Sonoma Ranch Blvd Mile 2: Peachtree to Arroyo Red Hawk Golf Rd: N.Bound Metro Verde S.P1E to Arroyo Rd Regional Drainage Phase 1	94,746						**Bonds**
Voluntary Assessment District Phase II Peachtree Hills Rd. East & West Regional Drainage Sonoma Ranch Blvd to Engler, Mile 1, Mile 2, Mile 3, & Roundabout Sonoma Ranch Blvd Landscaping to Engler, Mile 1, Mile 2, & Mile 3	7,687,585						**Bonds**
Villa Mora Dam Park Study	373,000						**Grants, Taxes**
Reauthorization Legislative Appropriations		*250,000*					
Walnut-Madrid TAP Bike/Pedestrian Improvements	1,323,617						**Bonds, Grants**
Public Works - Total Carryover Projects	**$ 41,076,399**	**$ 5,929,833**	**$ 2,950,000**	**$ 3,950,000**	**$ 2,950,000**	**$ -**	
Public Works - Annual Projects							
Active Transportation Plan - Sidewalk Gaps	244,637	200,000	200,000	200,000	200,000	200,000	**Bonds, Taxes**
ADA Sidewalk Program	110,000	150,000	150,000	150,000	150,000	150,000	**Taxes**
Chip Seal Program	238,750	200,000	200,000	200,000	200,000	200,000	**Taxes**
CO-OP Match	80,000	75,000	75,000	75,000	75,000	75,000	**Taxes**
Land Acquisition - Public Works Flood Control Rights of Way East Mesa Other	200,000	250,000	250,000	250,000	250,000	250,000	**Taxes**
M.A.P. Match	115,000	150,000	150,000	150,000	150,000	150,000	**Taxes**
Materials Testing	240,000	250,000	250,000	250,000	250,000	250,000	**Taxes**
Neighborhood Traffic Calming Program	60,000	60,000	60,000	60,000	60,000	60,000	**Taxes**
Pavement Condition Index Improvements Pavement Overlays Pavement Replacement Pavement Treatment	9,634,703	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	**Bonds, Taxes**
Pavement Marking Program	169,000	500,000	250,000	500,000	250,000	500,000	**Taxes**
Roadway Maintenance Program	863,819	700,000	700,000	700,000	700,000	700,000	**Taxes**
Street Lighting & Traffic Signal Maintenance Program	996,291	500,000	500,000	500,000	500,000	500,000	**Taxes**
Traffic Signal Program	714,334	500,000	500,000	500,000	500,000	500,000	**Taxes**
Transportation System Modernization ITS	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**Taxes**
Unpaved Roads	250,000	250,000	250,000	250,000	250,000	250,000	**Taxes**
Weed Control & Maintenance Program City Rights of Way Las Cruces Dam Ponds	188,000	100,000	100,000	100,000	100,000	100,000	**Taxes**
Public Works - Total Annual Projects	**$ 15,104,534**	**$ 11,185,000**	**$ 10,935,000**	**$ 11,185,000**	**$ 10,935,000**	**$ 11,185,000**	
Public Works - Future Projects							
HWY 70 and Elks/Triviz Intersection Improvements		25,000,000					Grants
Flood Control Infrastructure		1,500,000					Bonds
Municipal Services Center		1,400,000	7,000,000	7,000,000	11,200,000		Bonds
South Main/Valley Drainage Pond		1,000,000					Bonds
Municipal Court		700,000	6,000,000				Bonds
Melendres Ave - Hadley to Picacho			750,000				Bonds
Evelyn St - Madrid Ave to Ash Ave			655,000				Taxes
Johnson St - Rouault Ave to Topley Dr			625,000				Bonds
Ethel Ave - Alameda Blvd to Miranda, and Houma			550,000				Taxes

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South Valley Dr Reconstruction - Avenida de Mesilla to Boutz				2,920,000			Bonds
Lohman at Walnut and Walton Signal Improvements				1,000,000			Bonds, Grants
Mountain Ave - Melendres St to Armijo St				475,000			Bonds
Med Park Ave - Idaho to Perkins Ave				390,000			Bonds
Armijo St - Picacho Ave to Parker Rd				260,000			Bonds
Armijo St - Organ Ave to Mountain Ave					675,000		Bonds
Kilmer St - Spruce Ave to Ash Ave					500,000		Bonds
Street Lighting Management System					500,000		Taxes
Rigsby Rd - Barker to Valley Dr					295,000		Taxes
Poplar Ave - Mesquite St to Santa Fe St					260,000		Bonds
Sammy Burke Youth Boxing Center - Rehab Design					250,000		Grants, Taxes
Willow St - Palomas Ave to San Juan					250,000		Bonds
Sweet St - Hadley Ave to Hayner St					207,000		Taxes
Guthrie Place- Thomas Dr to Cul de Sac					200,000		Bonds
Pavement Management System Road Condition Survey					200,000		Taxes
Pittsburg Ave - Melendres to Cul de Sac					120,000		Bonds
Sequoia Ave - Valley Dr to E.O.P.					100,000		Bonds
Spruce Road Diet - N Main to Triviz						500,000	Bonds
Miranda Ave - Picacho Ave to Court Ave						450,000	Bonds
Amis Ave - Madrid Ave to Hoagland Road						330,000	Bonds
Sacramento St - Ash Ave to Oasis Ave						315,000	Taxes
Westgate St - Amador Ave to Cul de Sac						240,000	Bonds
Amador Ave - Archuleta Road to E.O.P.						210,000	Bonds
La Fonda Dr - Idaho Ave to E.O.P.						200,000	Bonds
Oasis Ave - Mesquite St to Solano Dr						185,000	Bonds
Parkview Dr - Espina St to E.O.P.						175,000	Bonds
6th Street - Hayner Ave to Hadley Ave						150,000	Bonds
Mountain Ave - Water St to Alameda Blvd						130,000	Bonds
Conway Road Maintenance - Design						50,000	Bonds
Engler Road - Design						50,000	Bonds
Hacienda Acres Infrastructure Improvements - Design						50,000	Bonds
Sand Hill Trail - Design						50,000	Taxes
Targeted Road and Lighting Improvements - Design						50,000	Taxes
West Mesa Fiber Optics Improvements - Design						50,000	Taxes
Public Works - Total Future Projects	**$ -**	**$ 29,600,000**	**$ 15,580,000**	**$ 12,045,000**	**$ 14,757,000**	**$ 3,185,000**	
Total Public Works	**$ 83,588,427**	**$ 49,314,833**	**$ 31,215,000**	**$ 28,680,000**	**$ 30,392,000**	**$ 16,120,000**	
QUALITY OF LIFE							
Quality of Life - Newly Funded Projects							
Go Bond 2023 Public Art	340,000						**Bonds**
Quality of Life - Total Newly Funded Projects	**$ 340,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Quality of Life - Carryover Projects							
Branigan Cultural Center Improvements	148,119		93,000	2,000,000	1,200,000		**Grants, Taxes**
Branigan Library - Expansion Phase II/Branch	150,000	2,000,000	1,500,000				Bonds, Grants, **Other**
Munson Center Renovations	964,260		1,629,525				**Grants**
2022 Legislative Appropriation		*666,199*					
Age Café Expansion	920,700	2,145,550					**Grants**
Senior Programs Kitchen Equipment	122,228						**Taxes**
Eastside Senior Center							
Henry R Benavidez Center							
Munson Senior Center							
Quality of Life - Total Carryover Projects	**$ 2,305,307**	**$ 4,811,749**	**$ 3,222,525**	**$ 2,000,000**	**$ 1,200,000**	**$ -**	

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Quality of Life - Annual Projects							
Public Art Program	108,506	100,000	100,000	100,000	100,000	100,000	**Taxes**
Quality of Life - Total Annual Projects	**$ 108,506**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	
Quality of Life - Future Projects							
Sage Café Backup Generator		325,000					Bonds, Grants, Taxes
Senior Programs Existing Kitchen Expansion Assessment		200,000					Taxes
Museum System On-site Server		115,000					Bonds, Grants, Taxes
Senior Programs Vehicles			110,000	300,000			Grants
2022 Legislative Appropriation		*110,000*					
Munson Center Bathrooms		106,900					Bonds, Grants, Taxes
Frank O'Brien Papen Center - Dining Room Floor			12,800				Grants
2022 Legislative Appropriation		*35,000*					
Museum of Art Improvements		35,000	95,000	200,000	170,000		Bonds, Grants, Taxes
Museum of Art - Gallery Flooring		15,000	20,000	65,000			Bonds, Grants, Taxes
Railroad Museum Reinterpretation		15,000	60,000	150,000	75,000		Bonds, Grants, Taxes
Benavidez Kitchen Expansion			170,000	2,196,000			Bonds, Grants, Taxes
Munson Center Kitchen Expansion			170,000	2,287,000			Bonds, Grants, Taxes
Munson Center Floor			147,150				Bonds, Grants, Taxes
Benavidez Kitchen Floor			52,400				Bonds, Grants, Taxes
Railroad Museum - Exterior Improvements			35,000	50,000	15,000		Bonds, Grants, Taxes
Branigan Library Renovation				200,000	3,500,000		Bonds, Grants, Taxes
Branigan Library - Security System Upgrade				135,000	155,000		Grants, Taxes
Railroad Museum - Reroof				35,000	65,000		Grants, Taxes
Museums Collection Storage Facility					9,500,000		Grants, Taxes
Museum of Nature and Science - Atrium Redesign					10,000	30,000	Grants, Taxes
Museum of Art Relocation/Remodel						5,000,000	Bonds, Grants, Taxes
Quality of Life - Total Future Projects	**$ -**	**$ 956,900**	**$ 872,350**	**$ 5,618,000**	**$ 13,490,000**	**$ 5,030,000**	
Total Quality of Life	**$ 2,753,813**	**$ 5,868,649**	**$ 4,194,875**	**$ 7,718,000**	**$ 14,790,000**	**$ 5,130,000**	
ROADRUNNER TRANSIT							
RoadRUNNER Transit - Carryover Projects							
Municipal Services Center - Transit	26,933,834	8,383,338					**ARPA, Bonds, Grants, Taxes**
RoadRUNNER Transit - Total Carryover Projects	**$ 26,933,834**	**$ 8,383,338**	**$ -**	**$ -**	**$ -**	**$ -**	
RoadRUNNER Transit - Annual Projects							
Transit Facilities Improvement Program	40,000	75,000	75,000	75,000	80,000	185,000	**Grants, Taxes**
RoadRUNNER Transit - Total Annual Projects	**$ 40,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
Total RoadRUNNER Transit	**$ 26,973,834**	**$ 8,458,338**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
SUSTAINABILITY							
Sustainability - Newly Funded Projects							
Fleet Electric Vehicle Chargers	455,000	32,436					Grants, Bonds, **Taxes**
Sustainability - Total Newly Funded Projects	**$ 455,000**	**$ 32,436**	**$ -**	**$ -**	**$ -**	**$ -**	
Sustainability - Carryover Projects							
Solar Energy Photo Voltaic Projects	499,796						**Taxes**
Sustainability - Total Carryover Projects	**$ 499,796**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Sustainability - Future Projects							
DC Fast Chargers for Electric Vehicles		200,000	200,000				Grants, Bonds, Taxes
Public Electric Vehicle Chargers		200,000	200,000				Grants, Bonds, Taxes
Sustainability - Total Future Projects	**$ -**	**$ 400,000**	**$ 400,000**	**$ -**	**$ -**	**$ -**	
Total Sustainability	**$ 954,796**	**$ 432,436**	**$ 400,000**	**$ -**	**$ -**	**$ -**	

City of Las Cruces
Capital Improvements Program
FY 2023-2028

Amended as of 05/15/2023

Project Title	Funded FY2023	Infrastructure Capital Improvement Plan (Unfunded) FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Funding Source(s)
UTILITIES							
Utilities - Carryover Projects							
East Lohman Landfill - Waste Area 1	1,000,000						Taxes
JHWWTF East Primary Clarifier	143,274						Bonds
Wastewater Bond Projects - 2015A Bonds	45,060						Bonds
Wastewater Development	3,023	100,000					Other
Wastewater Development New Interceptors	472,619						WWIF
Wastewater NMFA Loan	21,352	360,000					Bonds
Wastewater Septic Systems - NMED Grant	1,889,047	1,972,100	1,619,000				Grants
Wastewater Utilities Bond Projects 2020A	1,184,495	375,000					Bonds
Water NMFA Loan	7,034	100,000					Bonds
Water Rehabilitation - NMFA	108,614	1,551,091					Bonds
Water Street Improvement Projects - 2015 Bond	18,772						Bonds
Water Utilities Bond Projects 2020A	7,689,002	4,939,151					Bonds
Utilities - Total Carryover Projects	**$ 12,582,292**	**$ 9,397,342**	**$ 1,619,000**	**$ -**	**$ -**	**$ -**	
Utilities - Annual Projects							
Gas Admin Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	421,417	321,667	125,000	125,000	125,000	125,000	Other
Gas Development - Low & High Pressure	1,647,695	17,152,621	1,700,000	1,500,000	300,000	300,000	Other
Gas Rehabilitation - Low & High Pressure	119,966	3,063,189	110,000	110,000	110,000		Other
Gas Rehabilitation - Street Utility Rehabilitation	494,049	1,767,576	1,725,000	1,725,000	1,725,000	1,725,000	Other
Gas SCADA	200,000	50,000	50,000	50,000	50,000	50,000	Other
Solid Waste Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	421,417	321,667	125,000	125,000	125,000	125,000	Other
Wastewater Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	276,940	75,000	75,000	75,000	75,000	75,000	Other
Wastewater Jacob Hands Wastewater Treatment Facility	502,168	3,859,161	5,950,000				Other
Wastewater JHWWTF	100,000	100,000	100,000	100,000	100,000	100,000	Other
Wastewater Lift Station Renovations	100,000	50,000	100,000	50,000	100,000	50,000	Other
Wastewater Rehabilitation - East Mesa Water Reclamation Facility	500,000		400,000				Other
Wastewater Street Utility Rehabilitation	1,832,085	1,738,248	166,650				Other
Wastewater East Mesa Water Reclamation	25,000	25,000	25,000	25,000	25,000	25,000	Other
Water Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	300,838	321,667	125,000	125,000	125,000	125,000	Other
Water Rehabilitation - Line Extension	852,350	1,387,542					Other
Water Rehabilitation - Reservoir Rehabilitation	200,000	7,972,500					Other
Water Rehabilitation - Street Utility Rehabilitation	2,488,159	8,051,257	650,000	550,000	650,000	5,550,000	Other
Water SCADA	200,000	539,596	589,596	539,596	50,000	30,000	Other
Utilities - Total Annual Projects	**$ 10,682,085**	**$ 46,796,691**	**$ 12,016,246**	**$ 5,099,596**	**$ 3,560,000**	**$ 8,280,000**	
Utilities - Future Projects							
Gas Rehabilitation - Regulator Stations		600,000					Fees
Wastewater SCADA		279,854	30,000	30,000	30,000	30,000	Fees
Water Rehabilitation - Pump PRV		235,000					Fees
Water Rehabilitation - Pump Station Rehabilitation		175,000	100,000	100,000	100,000	100,000	Fees
Wastewater Development		143,023					Fees
Water NMFA Loan		100,000					Bonds
Wastewater East Mesa Water Reclamation		25,000	25,000	25,000	25,000	25,000	Fees
Gas Rehabilitation Phase I AMR Implementation			250,000	250,000	250,000	250,000	Fees
Utilities - Total Future Projects	**$ -**	**$ 1,557,877**	**$ 405,000**	**$ 405,000**	**$ 405,000**	**$ 405,000**	
Total Utilities	**$ 23,264,377**	**$ 57,751,910**	**$ 14,040,246**	**$ 5,504,596**	**$ 3,965,000**	**$ 8,685,000**	

City of Las Cruces
Capital Improvements Program
FY 2023-2028

Amended as of 05/15/2023

Project Title	Funded FY2023	Infrastructure Capital Improvement Plan (Unfunded) FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Funding Source(s)
VISIT LAS CRUCES							
Visit Las Cruces - Carryover Projects							
Convention Center FF&E	150,000						**Taxes**
Visit Las Cruces - Total Carryover Projects	**$ 150,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Total Visit Las Cruces	**$ 150,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
ALL DEPARTMENTS							
Total Newly Funded Projects	**$ 32,641,635**	**$ 7,779,961**	**$ 2,380,000**	**$ 2,323,400**	**$ 2,380,000**	**$ 2,380,000**	
Total Carryover Projects	**$ 127,111,490**	**$ 39,426,828**	**$ 31,862,546**	**$ 37,200,000**	**$ 13,515,000**	**$ 4,950,000**	
Total Annual Projects	**$ 28,335,573**	**$ 60,230,691**	**$ 25,100,246**	**$ 18,433,596**	**$ 16,649,000**	**$ 21,724,000**	
Total Future Projects	**$ -**	**$ 190,507,194**	**$ 53,707,850**	**$ 48,390,700**	**$ 43,542,200**	**$ 35,587,700**	
GRAND TOTAL	**$ 188,088,698**	**$ 297,944,674**	**$ 113,050,642**	**$ 106,347,696**	**$ 76,086,200**	**$ 64,641,700**	

Abbreviations and Notes:
Indicates a Change
Pending Legislative Appropriations noted in italic
Current funding sources noted in bold

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

City of Las Cruces®

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

Today's Date: 04/06/2023
Grant Team Representative: Susan Gonzales
Application Submission Date: 2/1/23
Council Budget Adjustment Date: 05/15/2023
Requested Amount: 50,000.00
Amount of Award: $ 50,000.00
Award Notification Date: 02/23/2023
Grant Agreement #: 23-780-P707-00504
Funding Agency: *(spell out acronyms – provide full name)* NM Crime Victims Reparation Commission (CVRC)

CFDA #:
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: CVRC Violent Crime Victim Assistance
Type of Funding: State Operating
Type of Grant: Competitive
Grantor Type: SELECT
Match Amount:
Match Description: No Match Required-Provided
Match Percent/Ratio:
Match Source:
Grant Effective Date: 03/07/2023
Grant Reversion Date: 06/30/2023
Starting Fiscal Year of Grant: FY2023
Grant Scope of Work:
Development or Expansion of a Violent Crime Law Enforcement Victim Liaison Unit

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

DEPARTMENT INFORMATION

Department: Police
Line of Business: Victims of Crime Assistance
Program: VOCA
Project Manager: Laurie Padilla Nunley
Email: LPadilla@las-cruces.org
Phone: 575-528-4135
MUNIS Dept. Number: 7500

ACCOUNT STRINGS:

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

20132001-599200-project #- $50,000
20132001-601010- project #-$8,483.68
20132001-601140- project #-$1,553.52
20132001-701000- project #-$25,213.08
20132001-760000- project #-$14,749.72

Capital Assets: ☐ **YES** ☑ **NO**

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

Grant Application #:_____ **Project Code #** 23104

Set-Up Date: _____ **Date to Accounting:** _____

Accounting Department Info:

City of Las Cruces®

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

Today's Date: 04/05/2023
Application Submission Date: 10/12/21
Requested Amount: 251,861.27
Award Notification Date: 03/06/2023
Funding Agency: *(spell out acronyms – provide full name)* NM Department of Homeland Security and Emergency Mgmt

Grant Team Representative: Susan Gonzales
Council Budget Adjustment Date: 05/15/2023
Amount of Award: $ 188,895.95
Grant Agreement #: 2021-047-CLC 001

CFDA #:
Funder MUNIS CID #: 29997

PROJECT INFORMATION

Grant Project Title: MAGDELENA RD DISASTER FUNDING
Type of Funding: State Capital
Grantor Type: State
Match Description: In-Kind Match
Match Source: Public Works Street Funding
Grant Effective Date: 08/15/2021
Starting Fiscal Year of Grant: FY2023

Type of Grant: Competitive
Match Amount: $ 62,965.32
Match Percent/Ratio: 25%
Grant Reversion Date: 02/21/2024

Grant Scope of Work:

Disaster assistance - Magdalena Road Flooding - To reimburse emergency expenses for repairing Magdelena RD and make permanent repairs

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

DEPARTMENT INFORMATION

Department: Public Works
Program:
Email: jmorrow@las-cruces.org
MUNIS Dept. Number: 6300

Line of Business: Architect & Engineering
Project Manager: Jennifer Morrow
Phone:

ACCOUNT STRINGS:

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

4100-40255004-599200-XXXXX
4100-40255004-803000-XXXXX

Capital Assets: ☑ YES ☐ NO

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

Grant Application #: 22027
Project Code # 23091
Set-Up Date: 11/08/2021
Date to Accounting: 11/08/2021
Accounting Department Info:

City of Las Cruces®

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

Today's Date: 04/11/2023
Grant Team Representative: Susan Gonzales
Application Submission Date: 10/12/22
Council Budget Adjustment Date: 05/15/2023
Requested Amount: $59,620.00
Amount of Award: $ 59,620.00
Award Notification Date: 12/28/2022
Grant Agreement #: 35-22-10035.10018
Funding Agency: *(spell out acronyms – provide full name)* State of New Mexico Department of Cultural Affairs Historic Preservation Division

CFDA #:
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: City of Las Cruces SHPO CLG Grant
Type of Funding: State Operating
Type of Grant: Competitive
Grantor Type: State
Match Amount:
Match Description: SELECT
Match Percent/Ratio:
Match Source:
Grant Effective Date: 03/16/2023
Grant Reversion Date: 09/30/2024
Starting Fiscal Year of Grant: FY2023
Grant Scope of Work:

Complete survey of the Mesquite Historic District in the national register of historic district boundaries, complete historic cultural properties inventory, update nomination text and create new district maps.

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

DEPARTMENT INFORMATION

Department: Community Development
Line of Business: Historic Preservation
Program:
Project Manager: Troy Ainsworth
Email: tainsworth@las-cruces.org
Phone: 575-528-3027
MUNIS Dept. Number: 4300

ACCOUNT STRINGS:

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

20353001-599200-23035-$59,620.00

20353001-721080-23035-$59,620.00

Capital Assets: ☐ **YES** ☑ **NO**

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

Grant Application #:_____ **Project Code #**_____

Set-Up Date: _____ **Date to Accounting:** _____

Accounting Department Info:

City of Las Cruces®

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

Today's Date: 04/13/2023
Grant Team Representative: Susan Gonzales
Application Submission Date:
Council Budget Adjustment Date: 05/15/2023
Requested Amount: 37911.00
Amount of Award:
Award Notification Date:
Grant Agreement #: LRU-22-03
Funding Agency: *(spell out acronyms – provide full name)* New Mexico Department of Transportation-Aviation

CFDA #:
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: Airport Striping
Type of Funding: State Capital
Type of Grant: Competitive
Grantor Type: State
Match Amount:
Match Description: SELECT
Match Percent/Ratio:
Match Source:
Grant Effective Date: 03/25/2022
Grant Reversion Date:
Starting Fiscal Year of Grant: FY2023
Grant Scope of Work:

To provide FAA required striping and marking at the Las Cruces International Airport

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

DEPARTMENT INFORMATION

Department: Economic Development
Line of Business: Airport
Program: Airport Operations
Project Manager: Andy Hume
Email: ahume@las-cruces.org
Phone: 575.541.2473
MUNIS Dept. Number: 3400

ACCOUNT STRINGS:

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

5010-50240021-599200-12120-$37,911.00 5010-50240021-732200-12120-$37,911.00

Capital Assets: ☐ **YES** ☑ **NO**

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

Grant Application #:_____ **Project Code #**_____

Set-Up Date: _____ **Date to Accounting:** _____

Accounting Department Info:

City of Las Cruces®

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

Today's Date: 04/13/2023
Grant Team Representative: Susan Gonzales
Application Submission Date:
Council Budget Adjustment Date: 06/05/2023
Requested Amount: 130,366.00
Amount of Award:
Award Notification Date:
Grant Agreement #: G22SN0006A
Funding Agency: *(spell out acronyms – provide full name)* Southwest Border High Intensity Drug Trafficking Areas (HIDTA)

CFDA #:
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: HIDTA
Type of Funding: State Operating
Type of Grant: Non-Competitive/Entitlement Recurring
Grantor Type: State
Match Amount:
Match Description: SELECT
Match Percent/Ratio:
Match Source:
Grant Effective Date: 01/01/2022
Grant Reversion Date:
Starting Fiscal Year of Grant: FY2023
Grant Scope of Work:

Replenish the approved HIDTA Budget for costs associated with a location move of different law enforcement participants.

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

DEPARTMENT INFORMATION

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

ACCOUNT STRINGS:

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

79400000-721080-22030-$7,715.00
79400001-721080-22030-$15,485.00
79400001-701000-22030-$630.00
79400002-701000-22030-$50,000.00
79400002-721080-22030-$12,258.00
79400003-701000-22030-$15,000.00
79400003-721080-22030-$22,948.00
79300005-701000-22030-$6,330.00
79400000-599100-22030-$7,715.00
79400001-599100-22030-$16,115.00
79400002-599100-22030-$62,258.00
79400003-599100-22030-$37,948.00
79300005-599100-22030-$6,330.00

Capital Assets: ☐ **YES** ☑ **NO**

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

Grant Application #:_____ **Project Code #**_____

Set-Up Date: _____ **Date to Accounting:** _____

Accounting Department Info:

City of Las Cruces®

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

Today's Date: 04/13/2023
Grant Team Representative: Susan Gonzales
Application Submission Date:
Council Budget Adjustment Date: 06/15/2023
Requested Amount: 1,062,163.00
Amount of Award:
Award Notification Date:
Grant Agreement #: G23SN0006A
Funding Agency: *(spell out acronyms – provide full name)* Southwest Border High Intensity Drug Trafficking Areas (HIDTA)

CFDA #:
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: HIDTA
Type of Funding: State Operating
Type of Grant: Non-Competitive/Entitlement Recurring
Grantor Type: State
Match Amount:
Match Description: SELECT
Match Percent/Ratio:
Match Source:
Grant Effective Date: 01/01/2023
Grant Reversion Date: 12/31/2024
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

To fund a variety of law enforcement initiatives through southern New Mexico including the City's Police Metro division.

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

DEPARTMENT INFORMATION

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

ACCOUNT STRINGS:

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

79400000-721080-23030-$1,062,163.00
79400000-599100-23030-$1,062,163.00

Capital Assets: ☐ **YES** ☑ **NO**

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

Grant Application #:_____ **Project Code #** 23030

Set-Up Date: _____ **Date to Accounting:** _____

Accounting Department Info:

STATE OF NEW MEXICO

CRIME VICTIMS REPARATION COMMISSION

INTERGOVERNMENTAL SERVICE AGREEMENT

CONTRACT # **23-780-P707-00504**

An Intergovernmental Service Agreement between the **Board of Commissioners City Las Cruces** and the **New Mexico Crime Victims Reparation Commission.**

This Agreement is made and entered into by and between the State of **New Mexico Crime Victims Reparation Commission**, hereinafter referred to as "Agency," and the **Board of Commissioners City Las Cruces**, hereinafter referred to as "Contractor." The contract is scheduled to begin on approximately July 1, 2022, or upon receiving all required state approvals, whichever is later.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work and achieve the designated Goals and Measurable Objectives ("MO"), according to the attached plan (see Attachment 1) Fiscal Year 2023 (FY23) Primary Project Components Form and Fiscal Year 2023 Starting Budget.

Purpose Area 1: Development or Expansion of a Violent Crime Law Enforcement Victim Liaison Unit

Contractor will develop or enhance their Violent Crime Victim Assistant Unit.

Contractor will ensure that the development or enhancement of their law enforcement-based victim service program adheres to best practices and develops strong policies, procedures, and practices for the Violent Crime Victim Assistant Unit. Best practice models such as the Model Program Standards for Victim Services (https://ovc.ojp.gov/sites/g/files/xyckuh226/files/model-standards/6/program_standards_1.html) and/or the International Association of Chiefs of Police Law Enforcement Based Victim Services (https://www.theiacp.org/topics/victim-services) should be considered. Successful applicants can use grant funds, as necessary, to develop or enhance written guidelines such as, but not limited to, describing:

- Victim-service program mission, goals, and objectives,
- Violent Crime Victim Assistant Unit policies, procedures, and practices,
- Job duties and descriptions for Violent Crime Victim Assistant Coordinator(s) and Violent Crime Victim Assistant(s),
- Timing, availability, and duration of services, including addressing victim/survivor crisis situations; procedures for addressing imminent danger, stalking, and intimidation of victims/survivors; and information for victim/survivors on initial contact and throughout service delivery,
- Methods for maintaining geographic accessibility of services and accessibility over time, including accessibility of services to people with limited English proficiency and survivors with disabilities,
- Policy on nondiscrimination in service provision,

- Procedures for assessing safety, security, and maintenance of service premises, and
- Procedures for communication and collaboration with other providers.

Contractor will use program funds to hire civilian law enforcement victim assistants with demonstrated or professional experience in responding to the rights and needs of victims of violent crime. Victim Assistants and Coordinators should provide the following:

- Provides crisis stabilization and support services to crime victims, witnesses, survivors, and co-victims and assists with identified concerns resulting from victimization.
- Assesses the psychosocial status of crime victims, witnesses, survivors, and co-victims and determines the types of referrals and services indicated. Coordinates the provision of referrals and services.
- Provides information using a trauma-informed approach to crime victims, witnesses, survivors, and co-victims related to criminal event and/or associated criminal justice response, policies, and practices. Provides information to persons served related to legal issues, terms, and court procedures.
- Understands, upholds, and assists in the education and exercise of victims' rights per statutory and constitutional laws.
- Develops effective victim advocacy programs and trains staff, student interns, and volunteers.
- Prepares and maintains statistical records. Records case file information and appropriate documentation in identified system.
- Serves as a liaison with advocacy groups, clinical and other service providers, community outreach services, and law enforcement personnel.

B. The Contractor shall substantially perform the following Performance Measures, Goals and MO's. See Attachment 1 – Board of Commissioners City Las Cruces FY23 Primary Project Components and Starting Budget.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $50,000 in FY23. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The Agency shall pay to the Contractor for services satisfactorily performed, pursuant to the scope of work and based on the deliverables in attachment #1 and in accordance with the budget in attachment #2. Such compensation shall not exceed $50,000, including gross receipts tax in FY23. Payment is subject to 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 the Agency no later than the tenth (10) day after the end of the month in which the services were delivered. Final invoice is due no later than July 10, 2023 for services rendered prior to June 30, 2023. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit monthly a detailed statement accounting for all services performed and expenses incurred. The Contractor will use the invoice and accounting sheet template provided by the Agency when submitting invoices. If the Agency finds that any work and/or expenses are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the work and/or expenditures, and - outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the work and/or expenditures are accepted, payment shall be tendered to the Contractor within thirty 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, the agency shall not incur late charges, interest, or penalties for failure to make payment

within the time specified herein.

D. Contractor must complete and submit a Grant Status Report form to the Agency by March 27, 2023. The Agency will be responsible for sending the form to the Contractor one month prior to deadline date.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on **JUNE 30, 2023,** unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13- 1-150.

4. Termination.

A. Termination - This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement, or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."*

B. Termination Management - Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriation and authorization being made by the Legislature for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NM Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the 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.

The 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 the Agency.

7. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

8. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

Exceptions to Confidentiality:

- Information which is or becomes publicly known through no fault of the Contractor;
- Information learned from a third party entitled to disclose it;
- Information already known to or developed by the Contractor before receipt from the Agency, as shown by the Contractor's prior written records;
- Information reasonably necessary to protect the Contractor's interests in a lawsuit, alternative dispute resolution process, or government investigation;
- Information reasonably necessary to process insurance claims;
- Information required by law to be disclosed;
- Information developed independently by the Contractor without use or reference to information provided by the Agency.

9. Product of Service - Copyright.

Contractor will retain ownership of all copyrightable materials created under this Agreement, except as otherwise specifically agreed. Contractor hereby grants to the Agency a nonexclusive license for noncommercial purposes in all works created under this Agreement in which Contractor retains a copyright. Contractor may retain title to, and apply for, patents for the products produced under this Agreement. The provisions of this paragraph are subject to any limitations or requirements that may be placed upon the parties by any state or federal law, rule, regulation, or condition of acceptance of the funding used in conjunction with the Agreement.

10. Conflict of Interest; Governmental Conduct Act.

The Contractor certifies that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee, have been followed.

11. Amendment.

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the 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.

12. 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.

13. 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 illegal bribes, gratuities and kickbacks. The provisions of the Procurement Code (Sections 13-1-28 through 13-1- 199 NMSA 1978) shall not apply to: Procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978 (NMSA 1978, Section 13-1-98(A)).

14. Equal Opportunity Compliance.

The Contractor 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 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 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 Contractor is found not to be in compliances with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

15. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

16. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

17. Records and Financial Audit.

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

18. Liability.

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of that party's employees or agents. The liability of the Contractor shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41- 4-30.

19. 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.

20. 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.

21. Notices.

Any notice required to be given to either party by this Agreement shall be sent 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 the Agency:

Frank Zubia, Director
Crime Victims Reparation Commission
6200 Uptown Blvd, Suite 210
Albuquerque, NM 87110

To the Contractor:

Board of Commissioners City Las Cruces
City of Las Cruces
Las Cruces, New Mexico 88001-1120

22. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and certifies 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below.

By: _____ Date: 3/7/23
Contractor

By: Frank Zubia Digitally signed by Frank Zubia Date: 2023.02.08 08:28:30 -07'00' Date: _____
Director, Crime Victims Reparation Commission

By: Delilah Tenorio Digitally signed by Delilah Tenorio Date: 2023.01.24 13:59:58 -07'00' Date: _____

Agency's Legal Counsel – Certifying legal sufficiency

By: Cindy Mok Digitally signed by Cindy Mok Date: 2023.02.01 13:59:45 -07'00' Date: _____
Agency's Chief Financial Officer

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT DISASTER ASSISTANCE PROGRAM GRANT AGREEMENT

Event Name : Emergency Management
Grant Agreement Number: 2021-047-COC 001

THIS GRANT AGREEMENT is made and entered into as of the date of the last signature in Article IX of this Agreement by and between the State of New Mexico, Department of Homeland Security and Emergency Management, P.O. Box 27111, Santa Fe, New Mexico, 87502, hereinafter called DHSEM, and

City of Las Cruces
700 N. Main St.
Las Cruces, NM 88001

hereinafter called the Grantee.

WITNESSETH:

WHEREAS, this Grant Agreement for funding by the Disaster Assistance Program under Executive Order 2021-047 is made by and between DHSEM and the Grantee, pursuant to Section 12-11-24 to 12-11-25 New Mexico Statutes Annotated 1978, as amended, and the provisions of the Disaster Assistance Program as described herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

A. The Grantee agrees that it will make a good faith effort to complete, in every respect possible, the requirements of this Grant Agreement.

B. Unless such changes are approved in writing by DHSEM, the Grantee agrees to make no change in the Scope of Work allowed in the Project Worksheet(s) prepared for the Grantee by the Inspecting Agency and/or DHSEM under this disaster and appended to this Agreement.

C. The Grantee shall provide, through force account or contract, all necessary qualified personnel, material, and facilities to implement, carry out, and complete the grant requirements described herein.

ARTICLE II - LENGTH OF GRANT AGREEMENT

A. The performance period for work authorized under this Grant Agreement shall begin 08/15/2021 and will end twelve (12) months from the date of Execution of the Grant agreement.

B. Unless amended, the performance period shall terminate twelve (12) month after Execution of grant agreement.

C. If, due to unusual circumstances, it becomes apparent that the entire work of this Grant cannot be brought to full completion within the first twelve (12) months, the Grantee shall so notify DHSEM in writing as soon as possible prior to the termination of the performance period in order that DHSEM and/or the Inspecting Agency may review the work accomplished to date and determine if an extension of the performance period should be awarded.

D. If DHSEM determines that an extension of the performance period is justified, DHSEM will grant time extensions through Grant Agreement Amendments in three (3) month increments until the entire scope of work is completed.

ARTICLE III – REPORTS

A. Quarterly Performance and Financial Reports
For projects estimated at $50,000 or more, the Grantee shall submit to DHSEM a Performance and Financial Report each quarter, commencing three months from the signature date of this Agreement. The Quarterly Report shall contain a summary of all work to date, an estimated schedule of work to be done, a description of any problems encountered or anticipated, and a summary of expenses and Grant receipts.

B. Final Performance and Financial Report
The Grantee shall submit a final Performance and Financial Report that summarizes all work done for all projects under this Agreement, including a summary of expenses and Grant receipts.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the satisfactory completion of work under this Grant Agreement, and in compliance with all other terms herein stated, DHSEM shall pay to the Grantee a sum not to exceed the total state share of the approved costs.

B. The Grantee shall provide the entire non-state share.

C. For this Grant Agreement, the total project amount is not to exceed **$ 251,861.27.**

The total project estimated cost is:

TOTAL	**$ 251,861.27**
State Share 75%	**$ 188,895.95**
Local Share 25%	**$ 62,965.32**

D. Grant funds are to be expended only to accomplish the Scope of Work described in each Project Worksheet (attached). Any costs incurred beyond the total state share of all Project Worksheets shall be the sole responsibility of the Grantee.

E. The funds set forth in Paragraph C above constitute full amount of this Agreement.

F. As soon as funds are available, and upon written request from the Grantee, DHSEM shall pay the Grantee the full amount of the state share for each Project Worksheet that was 100% complete at the time it was written.

G. As soon as funds are available, and upon written request from the Grantee, DHSEM shall pay the Grantee an advance payment of 50% of the state share of each Project Worksheet that is less than 100% complete.

H. DHSEM shall base all payments, except the 50% advance, on actual costs of the work performed, which the Grantee shall support by cost records accounting for all labor, equipment, materials, contracts, and other eligible costs.

I. DHSEM shall withhold the final 50% of the state share pending DHSEM's final inspection of completed work and comprehensive review of all cost records.

J. The Grantee shall notify DHSEM when all work is completed and ready for final inspection. DHSEM will arrange the final inspection, and the Grantee agrees to cooperate fully with the Inspecting Agency during the inspection.

K. Funding of this Grant Agreement is contingent upon funds being available from the State of New Mexico for this purpose.

ARTICLE V - MODIFICATION AND TERMINATION

A. By written notice to the Grantee, DHSEM shall have the right to terminate this Agreement if, at any time, in the judgment of DHSEM, the provisions of this Grant Agreement have been violated. In this regard, DHSEM may demand refund of all or part of the funds paid to the Grantee, and the Grantee agrees to make such refund promptly.

B. Neither party to this Agreement may modify any terms or conditions of this Agreement except by a Grant Agreement Amendment.

C. DHSEM will prepare a Grant Agreement Amendment if any changes to the original Agreement are necessary; no amendment is valid until signed by the Director of DHSEM.

ARTICLE VI – TERMS AND CONDITIONS

The Grantee hereby assures and certifies that it will comply with all regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds for this program.

The Grantee hereby assures and certifies with respect to this Grant that:

A. The Grantee shall provide DHSEM with sufficient cost documentation to allow DHSEM to calculate the total actual cost of all work funded by this Grant.

B. Payment will be made by electronic funds transfer where possible to a bank account in the name of the Grantee. If paid by check, the Grantee will promptly deposit all payments into a bank account in the name of the Grantee. All debts for goods and services procured under this Grant are to be paid by check. Copies of checks and bank statements are a required part of the cost documentation. The final payment of grant funds will be reduced by the amount of interest earned by these funds in any bank account.

C. The Grantee will adhere to generally accepted financial and accounting standards.

D. Unless authorized by DHSEM, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Grantee is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Grantee during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with this Grant. The Grantee shall incorporate into all such contracts a provision prohibiting such interest pursuant to the purposes of this certification.

E. The Grantee shall submit a copy of the contract bid specifications to DHSEM for review and concurrence prior to awarding any contract.

F. Purchasing and contracting performed under this Grant will follow procedures of the State Purchasing Act, NMSA 1978, Sections 13-1-1 to 13-1-199, specifically Sections 13-1-102 and 13-1-190, unless specifically exempted by statute or by DHSEM. Proof of compliance with this Act shall be part of the Grantee cost documentation.

G. The Grantee is the legal entity responsible under law for the performance of the work authorized under this Agreement.

H. The Grantee has not received, and will not receive, duplicate benefits for the same loss from any other source.

I. All funds received pursuant to this Grant Agreement have been, or will be, expended in accordance with applicable state laws and regulations.

J. The Grantee will provide without cost to the state all lands, easements, and rights of way necessary for the inspection of the approved work.

K. The Grantee will hold and save the state free from any liability arising from the approved work.

L. The Grantee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) to the end that in accordance with Title VI of that Act and regulations, no person in the United States shall on the grounds of race, color, religion, nationality, sex, age, or economic status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee received financial assistance, and that it will immediately take any measures necessary to effectuate this requirement.

M. All repairs and construction shall be in accordance with applicable standards of safety, decency, and sanitation, and shall be in conformance with applicable codes, specifications, and standards; and that hazards in the area where approved work is performed are to be minimized as much as is reasonable so as to provide a workplace that meets or exceeds common safety requirements.

N. The terms and conditions of this Grant Agreement are contingent upon sufficient appropriations and authorizations being made by the State of New Mexico for performance of this Grant. If sufficient appropriations and authorizations are not made by the State of New Mexico, this Grant Agreement shall terminate upon written notice being given by DHSEM to the Grantee. Both parties are expressly not committed to expenditure of any funds until such time as they are approved, budgeted, and encumbered.

ARTICLE VII - RETENTION OF RECORDS

The Grantee shall keep such records that will fully disclose the amount and disposition of the total funds from all sources under this Grant Agreement, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as DHSEM shall prescribe. The State of New Mexico requires that records be retained for a period of not less than six years following completion of work and the acceptance of the final payment.

ARTICLE VIII- GRANTEE REPRESENTATIVES

The Grantee hereby designates the persons listed below as the official Grantee representatives responsible for overall fiscal and programmatic supervision of this Grant *(may be the same person):*

Leeann DeMouche, Finance Director	Amy Johnson Bassford, Grants Manager
Grantee Fiscal Representative	*Grantee Program Representative*
700 N. Main St., Las Cruces, NM 88001	700 N. Main St., Las Cruces, NM 88001
Address	*Address*
575-541-2080	575-541-2281
Telephone Number	*Telephone Number*

ARTICLE IX – SIGNATURES

IN WITNESS WHEREOF, the Grantee and DHSEM do hereby execute this Grant Agreement as of the date last written below,

THIS GRANT AGREEMENT has been approved by:

FOR THE GRANTEE:

City of Las Cruces
700 N. Main St.
Las Cruces, NM 88001

By: EJ Ei for Ifo Pili 8-10-22
Grantee Representative *Date*

Ifo Pili, City Manager
Print Grantee Representative Name

FOR THE GRANTING AGENCY:

DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

By: Valli Wasp Digitally signed by Valli Wasp Date: 2023.02.20 16:01:10 -07'00'
Grants Manager, DHSEM *Date*

By: Carla R. Walton Digitally signed by Carla R. Walton Date: 2023.02.21 16:05:56 -07'00'
Cabinet Secretary, DHSEM *Date*

APPROVED
By Ali Rye at 11:21 am, Jan 30, 2023

Michelle Lujan Grisham
Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 – NM.SHPO@dca.nm.gov

CITY OF LAS CRUCES, CLG GRANT
GRANT AGREEMENT - #35-22-10035.10018

City of Las Cruces – UPDATE OF MESQUITE NRHP NOMINATION

This AGREEMENT is made and entered into by, and between, the STATE OF NEW MEXICO, HISTORIC PRESERVATION DIVISION (hereinafter referred to as HPD), a division of the NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS and the CITY OF LAS CRUCES, NEW MEXICO, (hereinafter referred to as CONTRACTOR).

HPD and CONTRACTOR are also referred to as "parties."

Through this CONTRACT, HPD and CONTRACTOR agree to the following terms:

This Contract's funds derive in whole, or in part, from the Historic Preservation Fund, which is administered by the National Park Service, a Department of the Interior and HPD.

Reference is made throughout this CONTRACT to NPS and *HISTORIC PRESERVATION FUND GRANTS MANUAL*. NPS refers to the National Park Service. *HISTORIC PRESERVATION FUND GRANTS MANUAL* is the NPS grants administration manual. Parts of *HISTORIC PRESERVATION FUND GRANTS MANUAL* referred to in this CONTRACT are incorporated by reference into this CONTRACT. The *HISTORIC PRESERVATION FUND, GRANTS MANUAL* is available online at https://www.nps.gov/orgs/1623/upload/HPF-GrantsManual_2011-508.pdf

The *New Mexico Grants Manual* (hereinafter NM Grants Manual) has been made available to the CONTRACTOR. The NM Grants Manual references the Historic Preservation Fund, Grants Manual. CONTRACTOR REPRESENTS THAT IT HAS REVIEWED the NM Grants Manual and that it is bound by the terms of the NM Grants Manual. The NM Grants Manual is available online at: https://nmhistoricpreservation.org/assets/files/grants-loans-tax/GrantsManual.pdf

In addition to this CONTRACT, CONTRACTOR must sign originals of the following assurances that are attached to, and made part of, this CONTRACT as APPENDIX A:

- Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.
- Assurance – Non-Construction Programs.

1. **SCOPE OF WORK**. In consideration of this award, CONTRACTOR will:

   a. Complete the following grant-funded activities for the update of the nomination to list the Mesquite Historic District in the National Register of Historic Places:
      - Survey the historic district boundaries
      - Complete a Historic Cultural Properties Inventory form for each property – approximately 700 properties
      - Update the list of properties within the boundary and for each property, identify if it is contributing or non-contributing.
      - Update nomination text
      - New district maps

b. Comply with 4.10.10 NMAC, the New Mexico Administrative Code regulations for the Certified Local Government Program. This includes supporting a historic preservation review commission and meeting the qualifications set forth in 4.10.10 NMAC, a program of design review of proposed alterations to structures and sites designated as historic landmarks or within designated historic districts.

1. CLG Coordination. Coordination of the Certified Local Government Program shall include.
   a. Staff support. CONTRACTOR will provide staff support to the local historic preservation commission and the Town/Village/City/County in the execution of the Certified Local Government (CLG) Program. The staff person/consultant shall serve as the CLG Coordinator for the Town/Village/City/County.

      1. The CLG Coordinator shall be an employee or consultant hired by the Town/Village/City/ County (part- or full-time) to provide support to the historic preservation commission and the Town/Village/City/County in their historic preservation program. Staff/Consultant shall meet the Secretary of the Interior's Professional Qualifications Standards (found here: https://www.doi.gov/pam/asset-management/historic-preservation/pqs).The Town/Village/City/ County must provide a resume of the staff person/consultant to HPD for its review and approval.

   b. Commission Meeting Agendas / Minutes.
   CLG Coordinator shall provide one copy of minutes of all historic preservation commission meetings held within the term of this CONTRACT to HPD and will be delivered to HPD least every two months (or more often, at the discretion of CONTRACTOR), such deliverables to commence within two months of beginning date of this CONTRACT.

   c. National Register Nominations.
   The CLG shall participate in the preservation of cultural properties within their community by having a formal role in the review of nominations for listing in the National Register of Historic Places. CLG Coordinator/CLG must provide one copy of comments on any proposed National Register of Historic Places nominations submitted to CONTRACTOR for review and will be delivered to HPD within 60 days of receipt by CONTRACTOR (see 4.10.10 NMAC, Certified Local Government Program regulation).

   d. Ordinance, Rules, Regulation Changes.
   CLG Coordinator shall provide one copy of any proposed changes to preservation-related ordinances, rules, or regulations of the CONTRACTOR. Such copies will be provided to HPD along with the dates, times, and places of public hearings of such proposed changes not fewer than five business days before any such hearing.

   e. Permits for Demolition.
   CLG Coordinator shall provide one copy of notice of all demolition permit applications for demolition of structures within any historic district or other historic property individually designated by CONTRACTOR, State or United States of America, according to 4.10.10 NMAC (Mandatory review of alterations, demolitions, or new construction to listed landmarks and properties within listed historic districts, effective date January 1, 2008, Certified Local Government Program regulation). Copy(s) of notices will be delivered to HPD within three business days prior to any hearings of Town/Village/City/County.

   f. Annual Reporting & NPS Annual Reporting Forms
   CLG Coordinator shall provide an Annual Report of the activities of the Commission. The report shall include the number of cases reviewed, new designations made, revised resumes and contact information of commission members, attendance records, and document educational workshops or training.

   For more information, please contact:
   Karla K. McWilliams, CLG & Grants Coordinator New Mexico Historic Preservation Division
   407 Galisteo Street, Suite 236 Santa Fe, NM 87501 505/827.4451
   505/827.6338 fax / karla.mcwilliams@dca.nm.gov

2. **DELIVERABLES.** CONTRACTOR will complete the projects listed above under 1. Scope of Work (above) and provide the following Deliverables.

   a. HCPI forms for each property, around 700 properties total
   b. Updated / revised nomination for listing, including updated photographs and list of property ratings (contributing and non-contributing)
   c. Grant Required Reporting. Complete all grant-required reporting forms. Grant forms include periodic Progress Reports; Request for Reimbursement form; Timesheets (for staff, contractor, and volunteers); Final Progress Report; Verification of Cash Match; Sources of Match; Donated Items; and Completion & Closeout. Grant reporting forms may be found on the HPD website: http://nmhistoricpreservation.org/programs/clg.html
   d. CLG Requirements. These include all items listed in 1.a.1. CLG Coordination, above.

3. **SCHEDULE.** CONTRACTOR will perform such duties as listed in "SCOPE OF WORK" above according to the schedule outlined in Appendix C.

4. **COMPENSATION.**

   a. HPD and CONTRACTOR estimate the total cost for completing these projects is **fifty-nine thousand, six hundred twenty dollars and no cents ($59,620.00).** HPD/State of New Mexico will grant to CONTRACTOR an amount not to exceed **fifty-nine thousand, six hundred twenty dollars and no cents ($59,620.00)** a partial amount of the actual total costs, unless the project is amended by a written amendment to increase or decrease the total project cost.

   b. HPD shall pay the CONTRACTOR in full payment for services satisfactorily performed based on deliverable; such compensation not to exceed **fifty-nine thousand, six hundred twenty dollars and no cents ($59,620.00.**

   c. The total amount payable to the CONTRATOR under this Agreement, including gross receipts tax and expenses, shall not exceed **fifty-nine thousand, six hundred twenty dollars and no cents ($59,620.00).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein.

   d. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the HPD no later than fifteen (15) days after the termination of the Federal Fiscal Year in which the services were delivered. **Invoices received after October 15, 2024, will NOT BE PAID**.

   e. Contractor must submit a detailed statement accounting for all services performed and expenses incurred by using the Request for Reimbursement Form and by providing supporting documentation of the expenditure of funds. If the HPD finds that the services are not acceptable, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection to the services and outlining steps the CONTRACTOR may take to provide remedial action with thirty (30) days after the date of receipt of written notice from the CONTRACTOR that payment is request. Upon certification by HPD that the services have been received and accepted, HPD shall tender payment to the CONTRACTOR within thirty (30) days. If HPD makes payment by mail, the payment shall be deemed tendered on the date it is postmarked. However, HPD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

   f. All payments on this CONTRACT are subject to satisfactory completion of all terms and conditions of this CONTRACT, including completion of the work within budget and on schedule and delivery of billing documents (including necessary source documents) according to the HPD reimbursement rules and procedures. (See *NM Grants Manual).*

5. **BUDGET.** The budget for this project is found in APPENDIX B: Budget, which is attached to and made part of this CONTRACT. Contractor shall incur all expenses incurred through the *City of Las Cruces, CLG Grant* by September 30, 2024, and **deliver all billings to HPD by October 15, 2024**.

6. **TERM.** This CONTRACT will commence on the date of execution of this CONTRACT by both parties. The termination date of this CONTRACT **is September 30, 2024.**

7. **OMB DESIGNATION FOR CONTRACTOR.** CONTRACTOR represents that it is the following type of entity for this CONTRACT:

   __X____Government
   _____Institution of Higher Education
   _____Non-Profit Organization
   _____For-Profit Organization (or individual)

8. **REPRESENTATIVES.** For the purpose of this CONTRACT, the individuals identified below are hereby designated representatives of the respective parties. These parties are authorized to sign on behalf of the respective parties. Either party may from time to time designate in writing new or substitute representatives:

For the State of New Mexico, Historic Preservation Division:
Jeff Pappas, SHPO
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, NM 87501
Tel: (505) 827-4222
Email: jeff.pappas@dca.nm.gov

For CONTRACTOR:
Troy Ainsworth, Historic Preservation Specialist
City of Las Cruces
Community Development Department, 700 N. Main St
Las Cruces, NM 88001
Tel:(575) 528-3027
tainsworth@las-crues.org

9. **HPD MANAGERS ON CONTRACT.** The following persons at HPD have been designated to manage the grant's technical aspects. All project deliverables (outlined in Appendix C) and questions pertaining to the grant must be directed to the Technical Reviewer. The Grants Coordinator is responsible for managing overall fiduciary and administrative components of the CONTRACT.

Technical Reviewer
Karla K. McWilliams, Historian
NM Historic Preservation Division
Bataan Memorial Building, 407 Galisteo St., Suite 236
Santa Fe, New Mexico 87501
Tel: (505) 827-4451
Email: karla.mcwilliams@dca.nm.gov

Technical Reviewer
Steven Moffson, Historian
NM Historic Preservation Division
Bataan Memorial Building, 407 Galisteo St., Suite 236
Santa Fe, New Mexico 87501
Tel: (505) 476-0444
Email: steven.moffson@dca.nm.gov

10. **STANDARDS.** All work and DELIVERABLES will be in compliance with pertinent sections of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. CONTRACTOR will also conform to reasonable and pertinent guidelines or suggestions set forth by HPD during the course of the CONTRACT.

11. **PROFESSIONAL OVERSIGHT.** HPD must arrange that all archaeological or architectural services provided through this CONTRACT be conducted by or supervised or reviewed by a professional who meets the qualification requirements of 36 CFR 61, Appendix A. The person who will provide the professional oversight for this CONTRACT at HPD is Karla K. McWilliams (contact information, above).

12. **HPD APPROVAL OF PRINCIPAL INVESTIGATOR AND PROFESSIONAL STAFF.** If CONTRACT personnel are not specified in this CONTRACT, CONTRACTOR must hire a principal investigator and other professional staff with the assistance and concurrent approval of HPD. In the hiring process, CONTRACTOR shall present HPD with the request for proposals or other evidence of the procurement process (es), the resumes of the top three candidates and the CONTRACT for review and approval. HPD hiring assistance and approval is required whether the principal investigators and professionals are or become employees or contractors of CONTRACTOR.

No substitution of professional CONTRACT personnel may be made during the course of this CONTRACT, except by the procedure detailed above and the written prior approval of HPD.

Professionals chosen will comply with the professional qualifications of 36 CFR 61, Appendix A, UNLESS SUCH REQUIREMENT IS WAIVED BY HPD. CONTRACTOR agrees to comply with federal requirement for competitive procurement of professional services in obtaining subcontractors (see *NM Grants Manual*).

13. **PERMITS, LICENSES, OR PERMISSION.** CONTRACTOR is responsible for securing all appropriate and necessary state, federal, tribal, and local permits and/or individual or landowner consents required to execute the terms and conditions of this CONTRACT award. Costs of permits are eligible for reimbursement under conditions applicable to all other reimbursement requests. CONTRACTOR will obtain all releases necessary for the development of this project, including but not limited to, those required to videotape or photograph or use images of individuals and properties.

14. **ADMINISTRATIVE REQUIREMENTS.** Federal assistance awarded under the Historic Preservation Fund grant program is subject to the provisions of the National Historic Preservation Act, and other federal laws affecting grant programs. All federal programs must follow the same general set of administrative rules, designed to ensure fair competition for federally assisted grant contracts, proper accounting and management practices and conformance with government-wide regulations. These documents are available upon request.

All CONTRACTS must be administered in accordance with all applicable regulations and procedures governing federal grants, including Office of Management and Budget (OMB) Circulars (see *NM Grants Manual*).

15. **PROOF OF COMPLIANCE WITH FEDERAL REQUIREMENTS.** CONTRACTOR will be required to submit proof of compliance with certain federal regulations to HPD. All contracts between CONTRACTOR and its subcontractors, including consultants, must contain the provisions detailed in "CONTRACT WITH THIRD PARTIES" (see *NM Grants Manual*).

16. **PROCUREMENT REQUIREMENTS.** CONTRACTOR must comply with the procurement standards found in *NM Grants Manual* and the *Historic Preservation Fund, Grants Manual.* The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities, and misappropriation of funds.

17. **FALSE STATEMENTS, MISREPRESENTATION AND CONCEALMENT.** CONTRACTOR has not made false statements, misrepresentation or concealed as part of CONTRACTOR application process, nor will it do so as the CONTRACT progresses, including during the signing of certifications.

18. **NOTICE OF CIVIL AND CRIMINAL PENALTIES FOR MISAPPROPRIATION OF FUNDS.** The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities, and misappropriation of funds.

19. **PUBLIC ACKNOWLEDGEMENT.** CONTRACTOR will provide public acknowledgement to NPS and HPD for receipt of funds, etc., according to the requirements as set forth in *NM Grants Manual* and *Historic Preservation Fund, Grants Manual.*

20. **ASSIGNMENT.** CONTRACTOR will not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the HPD.

21. **SUBCONTRACTING.** CONTRACTOR will not subcontract any portion of the services performed under this CONTRACT without the prior written approval of the HPD.

22. **STATUS OF CONTRACTOR.** CONTRACTOR, and CONTRACTOR'S agents and employees are independent CONTRACTORS performing professional services for the Historic Preservation Division and are not employees and will not as a result of this CONTRACT accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required under this CONTRACT. CONTRACTOR is responsible for providing Worker's Compensation Coverage and Unemployment Compensation Coverage for all of its employees to the extent required by law, and for ensuring that all subcontractors maintain such insurance where required by law. All of the services required under the term of this CONTRACT will be performed by CONTRACTOR or employees under CONTRACTOR's supervision or by approved subcontractor. **PAYING ALL APPLICABLE TAXES IS THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR**

WILL PAY WHEN DUE ALL REQUIRED FEDERAL, STATE, LOCAL OR OTHER INCOME-RELATED TAXES.

23. **APPROPRIATIONS.** The terms of this CONTRACT are contingent upon receipt by HPD of sufficient grant money and authorization being made by the National Park Service for the performance of this CONTRACT, where necessary. Should the National Park Service fail or refuse to make sufficient grant money available and authorize to the State of New Mexico as contemplated, then this CONTRACT may be terminated by HPD. HPD's determination, in its sole discretion, as to whether sufficient monies, grants and authorization exist for the purpose of carrying out this CONTRACT will be accepted by CONTRACTOR and will be final.

24. **RELEASE.** CONTRACTOR, upon final payment of the amount due under this CONTRACT, releases the HPD, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this CONTRACT. CONTRACTOR has no authority, express or implied, to bind the State of New Mexico (including HPD) to any agreements or understandings without the express written consent of the State.

CONTRACTOR agrees NOT to purport to bind the State of New Mexico, unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

25. **CONFIDENTIALITY OF RECORDS AND INFORMATION; INSPECTION OF PUBLIC RECORDS ACT.** Any confidential information provided to or developed by CONTRACTOR in the performance of this CONTRACT will be kept confidential and will not be made available to any entity including individual(s) without the prior written approval of the HPD, which will not be withheld if the information is required to be disclosed by law. CONTRACTOR agrees to immediately notify HPD of CONTRACTOR'S receipt of any oral or written request for a public record made pursuant to the inspection of Public Records Act, Section 14-2-1 NMSA 1978 that may result in CONTRATOR making available for inspection any information provided to or developed by the CONTRACTOR in its performance of this CONTRACT. HPD and CONTRACTOR agree that this provision shall not be deemed to have been breached or violated if confidential records or information, or public records that are excepted from the Inspection of Public Records Act as provided in Section 14-2-1(a)-(f)_ NMSA 1978, are made available for inspection pursuant to a court order issued by a court of competent jurisdiction.

26. **CONTINGENT FEES.** With regard to contract/subgrants, no person, agency, or other organization may be employed or retained to solicit or secure a grant, subgrant of contract upon agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition the federal government and/or HPD will have the right to annul this CONTRACT without liability or, at its discretion, to deduct from this CONTRACT or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

27. **DISCLOSURE OF INFORMATION.** Financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT provided to and by HPD/NPS are subject to disclosure to others under the Freedom of Information Act, 5 USC 552 (see *HISTORIC PRESERVATION FUND, GRANTS MANUAL*, Chapter 3, Section D.)

28. **OWNERSHIP OF COPYRIGHT - WORK FOR HIRE.** All original materials and works of authorship developed by CONTRACTOR under this CONTRACT remain the property of the CONTRACTOR and its designees and become the property of the State of New Mexico, Historic Preservation Division (HPD). Materials will be delivered to HPD no later than the termination date of this CONTRACT.

CONTRACTOR, and its designees, agree that any publications, film, drawings, or similar materials developed directly or indirectly from a program, project, or activity supported by funds from the National Park Service and not expressly assigned to HPD, shall contain an acknowledgment of NPS grant assistance and any other statements required by the NPS *Historic Preservation Fund, Grants Manual.*

29. **PROGRAM INCOME.** No program income will be generated by this project.

30. **RECORDS AND AUDITS.** CONTRACTOR will submit financial, program, and other reports as required by HPD, and will maintain for three years such property, personnel, financial, and other records, and accounts for all CONTRACT funds. CONTRACTOR will maintain detailed time records that indicate the date, time, and nature of services rendered and detailed records of other expenses incurred.

CONTRACTOR shall allow NPS, the Comptroller General of the United States, HPD, the Department of Finance and Administration, the New Mexico State Auditor, and any of their duly authorized representatives to have access to any pertinent books, documents, papers, and records of CONTRACTOR to make audits (with right to hire an independent Certified Public Accountant of HPD's choosing and at its expense), examination, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview(s) and discussion(s) related to such documents. The rights of access mentioned in this paragraph are not limited to the required retention period but will last as long as records are retained. If an audit, litigation, or other action involving the records is started before the end of the three-year retention period, CONTRACTOR shall retain the records until the action is resolved or the end of the three-year period, whichever is longer.

In the event a final audit has not been performed prior to the termination date of this CONTRACT, HPD and its authorized representatives shall retain the right to recover an appropriate amount after fully considering the recommendations or disallowed costs resulting from such final audit. This does not preclude the right of HPD to recover excessive or illegal payments.

HPD may make site visits as frequently as practicable to provide such technical assistance as may be required at HPD's sole discretion.

31. **AMENDMENT.** CONTRACT may be amended in writing during the term and course of this CONTRACT for such reasons as 1) CONTRACT term extension, 2) changes in scope-of-work, 3) changes in deliverable items or 4) reductions or increases in project costs. If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

Indirect Costs: Notwithstanding the above, NO revision shall be made to the indirect cost rate as established in the budget without prior written approval by HPD.

If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

32. **TERMINATION FOR CAUSE.** Failure by CONTRACTOR, as determined by HPD, to carry out the terms or conditions of this CONTRACT (either by failing to comply or by having deficiencies in compliance), including the CONTRACT scope, will be cause for HPD to (a) wholly or partly terminate this CONTRACT, and/or (b) reduce the work items and the total cost of this CONTRACT, and/or (c) demand and obtain refund of all or part of the monies paid to CONTRACTOR, and/or (d) refuse payment for unsatisfactory work performed, and/or (e) temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR, and/or (f) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance, and/or (g) withhold further CONTRACTS, subgrants and any other types of award that might have been awarded by HPD; and/or (h) take other remedial action that may be legally available, whichever is appropriate in the judgment of the state. HPD will not reimburse costs associated with final products that do not meet the applicable Secretary of the Interior's Standards cited in paragraph two (2), "Deliverables" of this CONTRACT.

HPD will promptly notify CONTRACTOR in writing of the determination of termination and the reasons for the termination, together with the effective date. Payments made to CONTRACTOR or recovered by HPD under contracts terminated for cause will be in accord with the legal rights and liabilities of the parties

RIGHT TO TERMINATE ON SHORT NOTICE. HPD has the right at all times to terminate this CONTRACT on short notice 1) for failure to submit deliverables, and reports and documents (including but not limited to fiscal and scope-of-work reports and documents) or 2) when such deliverables and reports and documents show insufficient progress. In the case of Section #2 above, CONTRACTOR has the right to correct and bring into compliance all such deliverables and reports and documents within a reasonable time after notice to CONTRACTOR of any insufficiencies.

33. **TERMINATION FOR CONVENIENCE.** CONTRACT may be terminated by either of the parties to this CONTRACT upon written notice delivered to the other party at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

34. **ACCOUNTING.** At all times from the effective date of this CONTRACT until completion of this CONTRACT, CONTRACTOR will maintain properly segregated books of state funds, matching funds, and other funds associated with this CONTRACT. All receipts and expenditures associated with this CONTRACT will be documented in a detailed and specific manner, and will accord with the "BUDGET," as set forth in section 5, above.

35. **NON-LIABILITY OF HPD.** CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

36. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

a. CONTRACTOR warrants that it is fully knowledgeable of and agrees to be bound by the conflict-of-interest requirements (see *NM Grants Manual* and *Historic Preservation Fund, Grants Manual*).

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

c. The 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, NMSA 1978, Chapter 10, Article 16. Without in anyway limiting the generality of the foregoing, the CONTRACTOR specifically represents and warrants that:

1. in accordance with NMSA 1978, Section 10-16-4.3 (2011), the CONTRACTOR does not employ, has not employed, and will not employ during the term of this Agreement any State employee while such employee was or is employed by the State and participating directly or indirectly in HPD's contracting process;

2. this Agreement complies with Section NMSA 1978, 10-16-7(A) because (i) the CONTRACTOR is not a public officer or employee of the State; (ii) the CONTRACTOR is not a member of the family of a public officer or employee of the State; (iii) the 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 the 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, Section 10-16-7(A) (2011) and this Agreement was awarded pursuant to a competitive process;

3. in accordance with Section NMSA 1978, 10-16-8(A) (2011), (i) the 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) the 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 HPD's making this Agreement;

4. this Agreement complies with NMSA 1978, Section 10-16-9(A) (2007) because (i) the CONTRACTOR is not a legislator; (ii) the CONTRACTOR is not a member of a legislator's family; (iii) the CONTRACTOR is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the 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, Section 10-16-9(A) (2007), 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;

5. in accordance with NMSA 1978, Section 10-16-13 (2011), the 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

6. in accordance with NMSA 1978, Section 10-16-3 (2011) and NMSA 1978, Section 10-16-13.3 (2011), the CONTRACTOR has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of HPD.

d. CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which HPD relied when this Agreement was entered into by the parties. CONTRACTOR shall provide immediate written notice to HPD 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 12 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 12 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 HPD and notwithstanding anything in the Agreement to the contrary, HPD may immediately terminate the Agreement.

e. All terms defined in the Governmental Conduct Act have the same meaning in part b of this Section.

37. **APPLICABLE LAW.** This CONTRACT will be governed by the laws of the State of New Mexico.

38. **ENTIRE AGREEMENT**. This CONTRACT incorporates all the agreements, covenants and understandings between the parties to this CONTRACT concerning the subject matter of this CONTRACT, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT.

39. **SEVERABILITY.** To the extent that this CONTRACT may be executed and performance of the obligations of the parties may be accomplished with the intent of this CONTRACT, the terms of this CONTRACT are severable, and should any term or provision of this CONTRACT be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision. The waiver of any breach of a term will not be construed as waiver of any other term.

40. **SURVIVAL OF CERTAIN CONTRACT TERMS**. Notwithstanding anything in this CONTRACT to the contrary, the parties understand and agree that all terms and conditions of this CONTRACT (including appendixes and *NM Grants Manual*) and its attachments hereto which may require continued performance of compliance beyond the termination date of this CONTRACT will survive such termination date and will be enforceable by the HPD as provided in this CONTRACT in the event of such failure to perform or comply by CONTRACTOR or its subcontractors.

41. **BINDING ON SUCCESSORS.** Except as otherwise provided, this CONTRACT will inure to the benefit of and be binding upon the parties or any subcontractors hereto, and their respective successors and assigns.

42. **ASSURANCES.** CONTRACTOR agrees and gives assurances that:

a. ONLY PERMITTED MATCH. No federal funds will be used to match National Park Service grants-in-aid funds unless specifically permitted or approved by federal law or regulation, in which case a copy of such document shall be appended to and be made a part of this CONTRACT.

b. COMPLIANCE WITH FEDERAL MANAGEMENT REQUIREMENTS. CONTRACTOR accepts the obligation to comply with all applicable laws, rules and regulations in effect at the time of the award including, but not limited to, 43 CFR 12, the Single Audit Act of 1984 for local governments, OMB Circulars A-87 (for State and local governments), A-110 (for institutions of higher education, hospitals, and other non- profit organizations), A-122 (for non-profit organizations with certain exclusions including, among others, colleges and universities), and 48 CFR 30 et seq. (for for-profit organizations) as appropriate, and to the further terms and conditions of *see Historic Preservation Fund Grants Manual*, the laws of the State of New Mexico, including rules and regulations (including HPD rules) and the terms and conditions of this CONTRACT in effect at the time of the award and as CONTRACT might be amended.

c. OWNERSHIP, USE AND DISPOSITION OF NON-EXPENDABLE EQUIPMENT. CONTRACTOR agrees to the provisions of 43 CFR 12.72 regarding ownership, use and disposition of non-expendable equipment that is purchased in whole or in part with federal funds.

d. BEGIN WORK WITHIN 60 DAYS OF EXECUTION OF CONTRACT. CONTRACTOR will begin work on this CONTRACT within sixty (60) days after all parties have signed the CONTRACT and will demonstrate progress according to schedule until completing the project within the approved CONTRACT term. Any deviation from this schedule must have written approval by the HPD.

e. SMALL BUSINESS. CONTRACTOR will use Small Business and Minority-owned Business Enterprises, whenever reasonable and feasible.

f. POLITICAL ACTIVITIES. CONTRACTOR agrees that no expenditure of CONTRACT funds will be made for the use of equipment or premises for political purposes, sponsoring or conducting candidate's meeting(s), engaging in voter registration activity or voter transportation activity, or other partisan political activities.

g. RELIGIOUS INSTITUTIONS. CONTRACTOR agrees that no expenses of any type will be incurred that will give direct financial assistance for church-owned property.

h. NON-LIABILITY OF HPD. CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

i. EMPLOYMENT CONSIDERATIONS. CONTRACTOR agrees, in the performance of all work under this CONTRACT, to abide by all applicable federal and state labor and employment laws affecting CONTRACTOR'S relationships with its employees. CONTRACTOR will comply with the provisions of the Contract Work Hours and Safety Standards Act. CONTRACTOR also agrees to provide the necessary assurances that it has complied with this Act during the course of this project. CONTRACTOR agrees to comply with all requirements of the Federal Fair Labor Standards Act (29 U.S.C. Sections 201 through 219) and the implementing regulations (including 29 Code of Federal Regulations Part 541) regarding any of its employees who perform any work on or related to this CONTRACT and specifically agrees, in order to comply with one set of requirements imposed by that Act and those regulations, not to permit any hourly paid or other non-exempt employee to perform work for CONTRACTOR without paying that employee in compliance with the requirements of the Fair Labor Standards Act. In order to comply with this requirement, CONTRACTOR further specifically agrees not to use donated or volunteer services of any of its employees who are paid hourly, or who are otherwise non-exempt under the Fair Labor Standards Act, for the purpose of achieving any matching share requirement applicable to this CONTRACT.

j. PROPER AND SATISFACTORY PERFORMANCE. CONTRACTOR will do, perform, and carry out, in a manner determined by the HPD to be proper and satisfactory, the scope of services described in this CONTRACT.

k. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT OF 1970: CONTRACTOR will comply with requirements Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.O. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

43. **ANTI-KICKBACK ACT.** If this CONTRACT is for construction or repair work, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONTRACTOR shall report all suspected or reported violations to HPD to report to NPS.

44. **PUBLIC WORKS MINIMUM WAGE ACT.** If this CONTRACT funds are for an amount of sixty thousand dollars ($60,000) or more, for "construction, alteration, demolition, or repair" or any combination of these, then the Public Works Minimum Wage Act applies, and the CONTRACTOR and subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.

45. **INTELLECTUAL PROPERTY RIGHTS.** In addition to the Copyright section in this CONTRACT, CONTRACTOR shall comply with NPS requirements and regulations pertaining to reporting and patent rights under any CONTRACT involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this CONTRACT and pertaining to copyrights and rights in data. These requirements are detailed in Chapter 19 of the *Historic Preservation Fund, Grants Manual.*

46. **FEDERAL ENVIRONMENTAL ACTS.** If the compensation promised in this CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violations of these Acts to HPD and to the grantor agency (NPS) and to the EPA Assistant Administrator for Enforcement.

47. **ENERGY EFFICIENCY.** CONTRACTOR shall abide by standards and policies relating to energy efficiency that are contained in New Mexico's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act of 1975. NPS may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.

48. **CONSTRUCTION BOND REQUIREMENTS.** This section applies if this CONTRACT is for construction services. As used in this CONTRACT, the following definitions apply: A bid guarantee is a firm commitment, such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. A performance bond is a bond executed in connection with a contract to secure fulfillment of all the CONTRACTOR'S obligations under the CONTRACT. A payment bond is executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

a. If CONTRACT is for twenty-five thousand or less ($25,000), no performance or payment bonds are required unless otherwise agreed upon with HPD.

b. If CONTRACT is for more than twenty-five thousand ($25,000), CONTRACTOR must provide:

   1. a performance bond satisfactory to HPD, executed by a surety company authorized to do business in this state and approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT; and

   2. a payment bond satisfactory to HPD, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT, for the protection of all persons supplying labor and material to the CONTRACTOR or its subcontractors for the performance of the work provided for in the CONTRACT.

c. If CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR shall consult with HPD to determine if NPS has determined that the federal government's interest will be adequately protected under New Mexico's bond standards. If this determination has not been made, the minimum requirements shall be as follows:

   1. Bid guarantee from each bidder equivalent to five (5) percent of the bid price;

   2. A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price; and

   3. A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price.

d. Sources of Bonds. Where bonds are required in the situations described above, CONTRACTOR shall obtain the bonds from companies holding certificates of authority as acceptable sureties (31 CFR 223). A list of these companies is published annually by the Department of the Treasury in its Circular 570. The Department of the Treasury Circular 570 may also be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 401 14th St., S.W., 2nd Floor--West Wing, Washington, DC 20227.

49. **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 understanding 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.

50. **PENALTIES UNDER LAW.** The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

51. **EQUAL OPPORTUNITY COMPLIANCE.** The CONTRACTOR 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 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 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 CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

52. **WORKERS' COMPENSATION.** The CONTRACTOR agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by HPD.

53. **LIABILITY.** The Parties shall not be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred by HPD or CONTRACTOR in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act. HPD and CONTRACTOR and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to law. Each Party shall be solely responsible for fiscal or other sanctions, if any, occasioned as a result of its own violation, or alleged violation, of requirements applicable to performance of this Agreement.

54. **NEW MEXICO EMPLOYEES' HEALTH COVERAGE.**

a. If CONTRACTOR has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least thirty (30) hours per week over a six (6) month period during the term of the contract, CONTRACTOR certifies, by signing this agreement, to have in place, and agree to maintain for the term of the CONTRACT, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between CONTRACTOR and the State exceed $250,000 dollars.

b. CONTRACTOR agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

c. CONTRACTOR agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with information.

55. **EMPLOYEE PAY EQUITY REPORTING.** CONTRACTOR agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this CONTRACT, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If CONTRACTOR has two hundred fifty (250) or more employees, CONTRACTOR must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, CONTRACTOR also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the CONTRACT, whichever comes first. Should CONTRACTOR not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. CONTRACTOR also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this CONTRACT if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the CONTRACT. CONTRACTOR further agrees that, should one or more subcontractors not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. CONTRACTOR shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. CONTRACTOR acknowledges that this subcontractor requirement applies even though CONTRACTOR itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this CONTRACT was procured pursuant to a solicitation, and if CONTRACTOR has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

56. **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.

57. **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.

IN WITNESS WHEREOF, the parties have executed this CONTRACT as of the date(s) below.

By: _____

Jeff Pappas
State Historic Preservation Officer
New Mexico Historic Preservation Division

March 16, 2023
Date

By: _____

FRANK TAMAYO PER
Ifo Pili, City Manager
City of Las Cruces

3/13/23.
Date

APPENDIX A: ASSURANCES

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The **prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK____IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(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 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.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK____IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Elite Federal Forms, Inc.

DI-2010
June 1996
(This form replaces DI-1953, DI-1954, DI-1956, DI-1956 and DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or 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 no 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 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).

B. 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 files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

(a) 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;

(b) 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 the 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.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK____IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS $100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK___IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF $150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING $100,000, UNDER THE LOAN.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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 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.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

IKANI TAUMOEPEAU.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

FOR: Ifo Pili, City Manager, City of Las Cruces — ACTING CITY MGR.

TYPED NAME AND TITLE

3/13/23.

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including 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 the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
FOR HANNI TAMMEPEAH	Ifo Pili City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Las Cruces	3/14/23.

Standard Form 424B (Rev. 7-97) Back

APPENDIX B: PROJECT BUDGET

CITY OF LAS CRUCES
MESQUITE HISTORIC DISTRICT - REVISION & UPDATE

	Unit	*Rate*	TOTAL	*(state)* HPD	*(city)* MATCH
PROJECT COORDINATOR					
Troy Ainsworth	15	$40.00	$600.00	$0.00	$600.00
CONTRACTOR					
Contractor, TBS			$48,000.00	$48,000.00	$0.00
MISCELLANEOUS					
Supplies, survey materials, printing copying, mailing			$5,700.00	$5,700.00	$0.00
Mileage reimbursement for volunteers			$1,400.00	$1,400.00	$0.00
GRT		8.1875%	$4,520.00	$4,520.00	$0.00

	PROJECT TOTAL	HPD	MATCH
PROJECT, GRANT & MATCH TOTALS	**$60,220.00**	**$59,620.00**	**$600.00**

APPENDIX C: SCHEDULE FOR MILESTONES & DELIVERABLES

CITY OF LAS CRUCES – MESQUITE NRHP UPDATE

SCHEDULE OF MILESTONES & DELIVERABLES

Date	Milestones	Deliverables
On or before March 15, 2023	CONTRACTOR will: 1) Enter into a contract with the State of New Mexico	CONTRACTOR will submit: 1) Fully executed contract
On or before April 1, 2023	CONTRACTOR will: 1) Enter into a contract with a consultant. Consultant must be approved by HPD.	CONTRACTOR will submit: 1) Contract with consultant.
On or before June 1, 2023	CONTRACTOR will: 1) Discuss project with HPD Staff 2) Complete Progress Report #1 and provide overview of meeting with HPD staff and outline of project	CONTRACTOR will submit: 1) Invoice #1 for up to $5,000 2) Progress Report #1
On or before July 1, 2023	CONTRACTOR will: 1) Begin researching and gathering available data, collect photographs and existing Historic Cultural Property Inventory (HCPI) forms 2) Identify field crew, complete training sessions with field crew 3) Complete Progress Report #2 providing an overview of the process thus far. 4) Complete Invoice #2 for up to $12,000 of the grant amount.	CONTRACTOR will submit: 1) Progress Report #2 and supporting documentation informing HPD about progress thus far. 2) Invoice #2 for up to $12,000 of the grant amount.
On or before September 1, 2023	CONTRACTOR will: 1) Work with field crew to obtain data, evaluate data, and prepare HCPI forms 2) Review previous NRHP nomination and HCPI forms 3) Take photographs of each building 4) Complete Progress Report #3	CONTRACTOR will submit: 1) Plan for accomplishing HCPI form completion with the field crew. 2) Progress Report #3 and supporting documentation describing progress.
On or before November 30, 2023	CONTRACTOR will: 1) Continue obtaining data on each building, updating photographs, updating nomination text. 2) Take into account HPD comments and suggestions. 3) Complete Progress Report #4 4) Invoice #3 for up to $15,000 of the grant amount.	CONTRACTOR will submit: 1) Progress Report #4 including photographs and supporting information about ongoing work. 2) Invoice #3 for up to $15,000 of the grant amount.
On or before February 1, 2024	CONTRACTOR will: 1) Continue updating HCPI forms; evaluating data received; taking photographs; research 2) Take into account HPD comments and suggestions 3) Progress Report #5	CONTRACTOR will submit: 1) Progress Report #5 including supporting documentation about ongoing work.

On or before April 15, 2024	CONTRACTOR will: 1) Continue updating NR form, HCPI forms, photographs, evaluating data. 2) Take into account HPD comments and suggestions. 3) Complete Progress Report #6 4) Invoice #4 for up to $15,000 of grant amount.	CONTRACTOR will submit: 1) Progress Report #6. 2) Invoice #4 for up to $15,000 of grant amount
On or before June 15, 2024	CONTRACTOR will: 1) Finalize NRHP nomination, update nomination text, identify contributing and non-contributing buildings, take photographs, updated HCPI forms 2) Take into account HPD comments	CONTRACTOR will submit: 1) Updated forms and supporting materials
On or before September 15, 2024	CONTRACTOR will: 1) Finalize NRHP nomination update. 2) Finalize HCPI forms 3) Complete final invoice for remainder of grant amount 4) Complete grant reporting documents	CONTRACTOR will submit: 1) Updated NRHP nomination. 2) Updated HCPI forms 3) Final Invoice for Remainder of Grant Amount 4) Final grant reporting documents.

Grant reporting forms may be found on the HPD website: http://nmhistoricpreservation.org/programs/clg.html

APPENDIX E: RESUMES

RESUMES FOR PROJECT TEAM ARE ON FILE.

Attachment E

Project No. LRU-22-03

Contract No. AVA1408

Vendor No. 0000054342-2

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the LAS CRUCES, CITY OF , (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 1, Purpose, of the original agreement is deleted and replaced with the following:

2. Section 1C, Exhibit B to the original agreement is deleted and replaced with the attached Exhibit B

3. The State contribution stated in Exhibit B is $173,911.00

4. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

By: DocuSigned by: Pedro Rael C6675C3211D34C0...

Date: 4/27/2023

New Mexico Department of Transportation
Cabinet Secretary or Designee

By: DocuSigned by: Ricky Serna 5910E8A6255842F...

Date: 5/4/2023

SPONSOR : Ifo Pili, City Manager

By:

Date: 4/7/23

Approved as to form and legal sufficiency

By: DocuSigned by: John Newell Assistant General Counsel C750CEC1625D488...

Assistant General Counsel

Date: 5/3/2023

APPROVED AS TO FORM:

3/29/2023

City Attorney

ENTER AIRPORT NAME
EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	SPONSOR'S FUNDS	STATE FUNDS REQUESTED	OTHER FUNDS (SOURCE)
1	AIRPORT STRIPING AND MARKING	$ 136,000	$ -	$ 136,000	$ -
		$ -			
	AMENDMENT	$ 37,911		$ 37,911	
		$ -			
		$ -			
		$ -	

A-1330
Updated:04/2019
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

NMDOT

Date: Feb 7, 2022

Project Location: LRU - LAS CRUCES INTERNATIONAL AIRPORT

Sponsor: LAS CRUCES, CITY OF
Address: PO BOX 20000
City: LAS CRUCES NM Zip Code: 88004

The Sponsor must print and mail (3) three copies all with original signatures to:

NMDOT - AVIATION DIVISION
3501 ACCESS RD. C
ALBUQUERQUE, NM 87106

Participation STATE ONLY **Funding Breakdown** 100

Contract No. AVA1408 **Project No.** LRU-22-03

Vendor No. 0000054342-2 **Expiration Date** 3/24/2024

Purchase Order No: 0000357667

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

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

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

a. Project Description:

AIRPORT STRIPING AND MARKING

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

State	Sponsor	Other	Total
$ 136,000	$ 0	$ 0	$ 136,000

2. The Sponsor Shall:

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

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

3. The Department Shall:

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

4. Both Parties Agree:

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

5. Method of Payment - Reimbursement.

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

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

6. Accountability of Receipts and Disbursements.

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

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

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

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

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

9. Disposition of Property.

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

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

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

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

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

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

11. Assurances.

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

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

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

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

13. New Mexico Tort Claims Act.
As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

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

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

16. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

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

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

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

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

Name:	Daniel R. Moran
Title:	Finance & Administrative Manager
Address:	New Mexico Department of Transportation - Aviation Division 3501 Access Rd C. Albuquerque, NM 87106
Office:	(505) 244-1788 ext. 9112
Fax:	(505) 244-1790
E-mail:	dan.moran@state.nm.us

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

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Justin Reese (Mar 24, 2022 10:36 MDT) Date: Mar 24, 2022
Cabinet Secretary or Designee

Recommended by:

By: Date: 3/09/2022
Aviation Division Director
or Designee

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

By: Date: Mar 24, 2022
Assistant General Counsel

SPONSOR

Print Name: Ifo Pili

By: Date: 2/1/22

Title: City Manager, City of Las Cruces

APPROVED AS TO FORM:
City Attorney

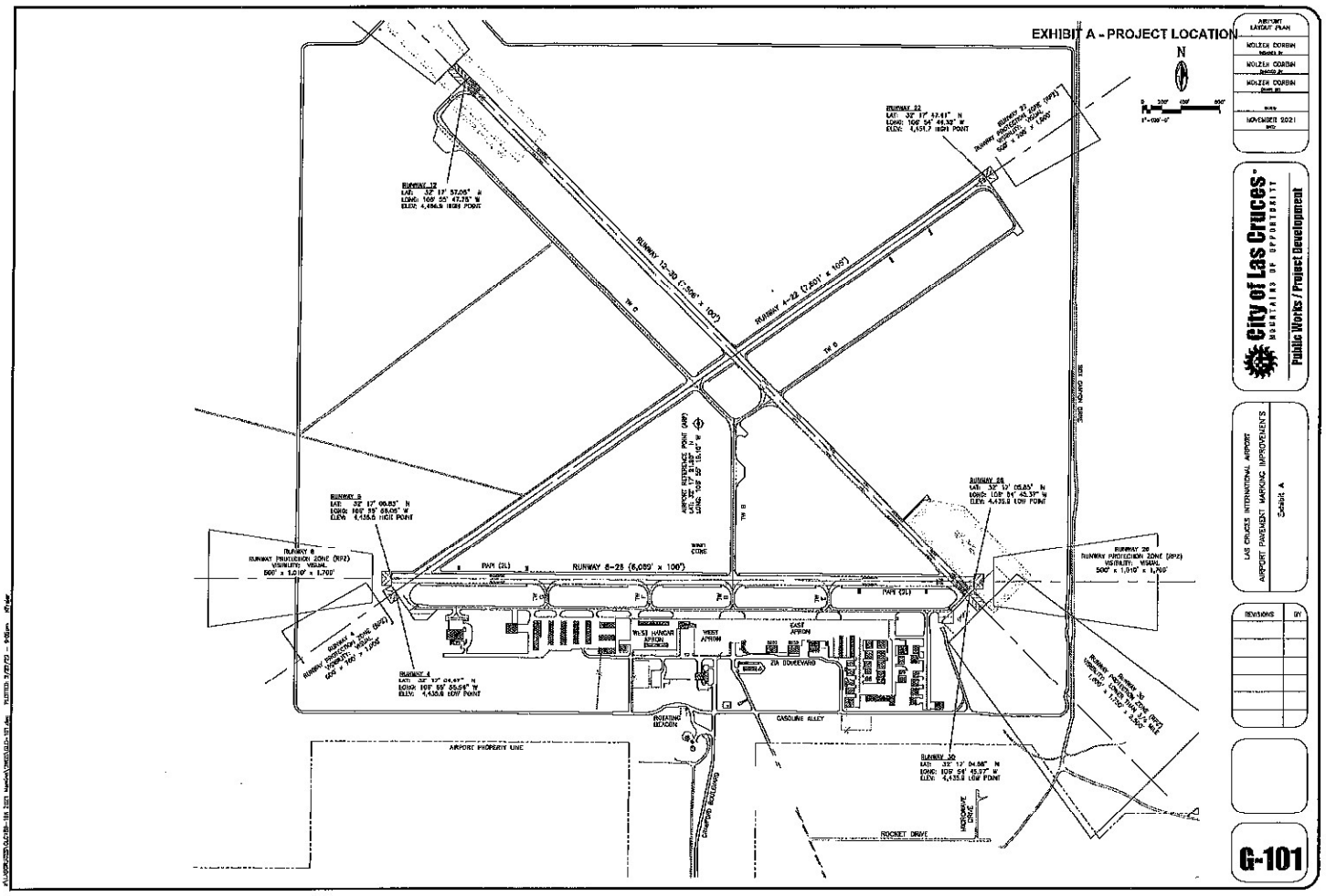

EXHIBIT A - PROJECT LOCATION
N
RUNWAY 12-30 (7,500' x 100')
RUNWAY 4-22 (7,501' x 100')
RUNWAY 8-26 (6,099' x 100')
RUNWAY 12
RUNWAY 22
RUNWAY 8
RUNWAY 26
RUNWAY 4
RUNWAY 30
PAPI (3L)
PAPI (3R)
AIRPORT REFERENCE POINT (ARP)
WEST APRIL
EAST APRON
GASOLINE ALLEY
AIRPORT PROPERTY LINE
ROCKET DRIVE
City of Las Cruces
Public Works / Project Development
LAS CRUCES INTERNATIONAL AIRPORT
AIRPORT PAVEMENT MARKING IMPROVEMENTS
Exhibit A
REVISIONS
G-101

EXHIBIT B - ESTIMATE

City of Las Cruces
Las Cruces International Airport (LRU)
2021 Pavement Marking
18-Aug-21

ENGINEER'S OPINION OF PROBABLE COST

ITEM	SPEC NO.	DESCRIPTION	UNIT	EST QTY	UNIT	AMOUNT
1		Mobilization for obliteration/eradication of pavement markings	MI	223	$ 7.00	$ 1,561.00
2		Mobilization for airport marking	MI	223	$ 10.00	$ 2,230.00
3		Airport marking (Type I and Type II Paint), including layout to 20,000 SF	SF	-	$ 0.58	$ -
4		Airport Marking (Type I and Type II Paint), including layout 21,000 SF to 35,999 SF	SF	-	$ 0.55	$ -
5		Airport marking (Type I and Type II Paint), including layout 36,000 SF or greater	SF	142,962	$ 0.513	$ 73,339.45
6		Airport Marking (Type III Paint) including layout to 20,999 SF	SF	-	$ 0.66	$ -
7		Airport Marking (Type III Paint), including layout 21,000 SF to 35,999 SF	SF		$ 0.63	$ -
8		Airport marking (Type III Paint), including layout 36,000 SF or greater	SF		$ 0.61	$ -
9		Temporary Airport Marking, including layout applied at 30% to 50% of specified	SF		$ 0.35	$ -
10		Surface Painted Hold Signs Airfield Markings, including layout	SF	2,724	$ 3.25	$ 8,852.19
11		Type I Gradation A glass spheres, independent of specific airport location	LB	6,779	$ 0.46	$ 3,084.50
12		Type III airport glass spheres, minimum, independent of airport location	LB		$ 3.95	$ -
13		Type IV airport glass spheres, minimum, independent of airport location	LB		$ 1.10	$ -
14		Obliteration/eradication of pavemenbt markings	SF	11,944	$ 1.65	$ 19,707.60
15		Traffic Control Runway Closed X'x	EA	-	$ 500.00	$ -
16		Traffic Control Low Profile Barricades	EA	25	$ 100.00	$ 2,500.00
					TOTAL	$ 111,274.73
					NMGRT (8.3125)	$ 9,249.71
					TOTAL including NMGRT	$ 120,524.45

2021 P139 Inspection 6/22/21

		Highway	JR	SanBar
		AA	AB	AC
1	Mobilization for obliteration/eradication of pavement markings	7.000	5.000	10.000
2	Mobilization for airport marking	10.000	5.000	7.000
3	Airport marking (Type I and Type II Paint), including layout to 20,000 SF	0.578	0.700	0.690
4	Airport Marking (Type I and Type II Paint), including layout 21,000 SF to 35,999 SF	0.545	0.700	0.590
5	Airport marking (Type I and Type II Paint), including layout 36,000 SF or greater	0.513	0.650	0.490
6	Airport Marking (Type III Paint) including layout to 20,999 SF	0.657	0.650	0.550
7	Airport Marking (Type III Paint), including layout 21,000 SF to 35,999 SF	0.631	0.650	0.550
8	Airport marking (Type III Paint), including layout 36,000 SF or greater	0.607	0.600	0.450
9	Temporary Airport Marking, including layout applied at 30% to 50% of specified application rate	0.350	0.550	0.490
10	Surface Painted Hold Signs Airfield Markings, including layout	3.250	3.000	1.150
11	Type I Gradation A glass spheres, independent of specific airport location	0.455	1.100	0.980
12	Type III airport glass spheres, minimum, independent of airport location	3.950	2.500	4.000
13	Type IV airport glass spheres, minimum, independent of airport location	1.100	1.500	1.750
14	Obliteration/eradication of pavemenbt markings	1.650	2.500	2.000
15	Traffic Control Runway Closed X'x	500.000	1,000.000	1,000.000
16	Traffic Control Low Profile Barricades	100.000	250.000	300.000

Mileage	Mi	
ABQ to LRU	223	One way
Anton Chico to LRU	263	One way

Runway 8-26

30 feet from threshold to 8 designation marking. AC changed it to 20 feet. Grandfathered but if we touch the markings, we have to make it right. All CL, Aiming, etc have to move 10' to meet this criteria.
26 designation is ok.

	L, ft	W, ft	#	Area, sf	Black, sf
Centerline	120.00	1.50	28.00	5,040.00	3,430.00
Edge Stripes	6,045.00	3.00	2.00	36,270.00	6,045.00
Threshold bars	100.00	10.00	-	-	-
Threshold Markings	None present		-		
Aiming Points	150.00	20.00	4.00	12,000.00	684.00
8	850.00	1.00	1.00	850.00	130.00
2	651.51	1.00	-	-	
6	712.00	1.00	-	-	
Leadoff 8 to G	615.00	0.50	1.00	307.50	615.00
	425.00	0.50	1.00	212.50	425.00

Runway 12-30

If we touch marking, we must reduce gap from threshold bar to threshold stripes, making all CL TD Etc, 10 feet off. Need to eradicate 10 feet and remark. AC changed since original marking.

	L, ft	W, ft	#	Area, sf	Black, sf
Centerline	120.00	3.00	35.00	12,600.00	4,340.00
Edge	7,500.00	3.00	-	-	-
Threshold Bar	100.00	10.00	2.00	-	
Threshold Markings	150.00	5.75	16.00	13,800.00	2,508.00
Aiming Point	150.00	20.00	4.00	12,000.00	684.00
TDZ	75.00	4.00	18.00	5,400.00	1,440.00
1	318.00	1.00	1.00	318.00	67.50
2	651.51	1.00	1.00	651.51	105.00
3	632.88	1.00	1.00	632.88	104.00
0	800.00	1.00	1.00	800.00	130.00

Runway 4-22

	L, ft	W, ft	#	Area, sf	Black, sf
4	601.58	1.00	-	-	-
2	651.51	1.00	-	-	-
2	651.51	1.00	-	-	-
Centerline	120.00	1.50	-	-	
Edge	-	-	-	-	
Aiming point	150	20.00	-	-	
Threshold Bar	100	10.00	-	-	
Threshold Markings	0	-	0	-	

Taxiway A

	L, ft	W, ft	#	Y Area, sf	Black, sf
Centerline	5,950.00	0.50	-	-	-
Enhanced, A at A/8	189.00		1.00	189.00	336.00
Enhanced, A at G/8	189.00		1.00	189.00	336.00
Enhanced, A at F/8	189.00		1.00	189.00	336.00
Enhanced, A at B/8	189.00		1.00	189.00	336.00
Enhanced, A at E/8	189.00		1.00	189.00	336.00
Enhanced, A at 26/30	189.00		1.00	189.00	336.00
Hold, A at A/8	150.00	125.00	1.00	375.00	500.00
Hold, A at G/8	150.00	50.00	1.00	150.00	200.00
Hold, A at F/8	150.00	50.00	1.00	150.00	200.00
Hold, A at B/8	150.00	50.00	1.00	150.00	200.00
Hold, A at E/8	150.00	50.00	1.00	150.00	200.00
Hold, A at 26/30	150.00	50.00	1.00	150.00	200.00
SPHM, A at A/8	15.50	9.50	2.00	294.50	50.00
SPHM, A at G/8	15.50	9.50	2.00	294.50	50.00
SPHM, A at F/8	15.50	9.50	2.00	294.50	50.00
SPHM, A at B/8	15.50	9.50	2.00	294.50	50.00
SPHM, A at E/8	15.50	9.50	2.00	294.50	50.00
SPHM, A at 26/30	20.00	9.50	2.00	380.00	59.00
Island at E	635.00	0.50	2.00	635.00	635.00
Island at B	635.00	0.50	2.00	635.00	635.00
Island at F	800.00	0.50	2.00	800.00	800.00
Apron TW/apron Edge W End	15.00	0.50	14.00	105.00	455.00
TW A Edge at 26	300.00	0.50	2.00	300.00	300.00
TW A Edge at 26	195.00	0.50	2.00	195.00	195.00

Taxiway B

	L, ft	W, ft	#	Area, sf	Black, sf
Centerline	1,560.00	0.50	1.00	780.00	2,340.00
	485.00	0.50	1.00	242.50	485.00
	L, ft	W, ft	#	Area, sf	Black, sf
Lead In/Off (RW 8/26)	435.00	0.50	1.00	217.50	435.00
	435.00	0.50	1.00	217.50	435.00
	L, ft	W, ft	#	Area, sf	Black, sf
Intermediate Holding Position (Hold Bay)	15.00	0.50	6.00	22.50	96.00
Holding Position	L, ft	W, ft	#	Area, sf	Black, sf
RW 8/26	150.00	50.00	1.00	150.00	200.00
	L, ft	W, ft	#	Area, sf	Black, sf
SPHPS (26-8)	15.50	9.50	2.00	294.50	50.00
	L, ft	W, ft	#	Area, sf	Black, sf
Enhanced	189.00		1.00	189.00	336.00

Taxiway C

	L, ft	W, ft	#	Area, sf	Black, sf
Centerline	3,526.00	0.50	-	-	-
	514.00	0.50	-	-	-
	211.00	0.50	-	-	-
	L, ft	W, ft	#	Area, sf	Black, sf
Wingtip Clearance	325.00	1.00	-	-	650.00
	L, ft	W, ft	#	Area, sf	Black, sf
Enhanced C/RW 12	189.00		1.00	189.00	336.00
Enhanced C/4-22	189.00		1.00	189.00	336.00
Enhanced C/22-4	189.00		1.00	189.00	336.00
Holding Position	L, ft	W, ft	#	Area, sf	Black, sf
C/RW 12	150.00	50.00	1.00	150.00	200.00
C/RW 4/22	150.00	50.00	1.00	150.00	200.00
C/RW 22/4	150.00	50.00	1.00	150.00	200.00
	L, ft	W, ft	#	Area, sf	Black, sf
SPHM, C at C/12	9.00	15.00	1.00	135.00	33.00
SPHM, C at C/422	19.00	15.50	1.00	294.50	53.50
SPHM, C at C/422	15.50	9.50	1.00	147.25	40.50

Taxiway D

	L, ft	W, ft	#	Area, sf	Black, sf
Enhanced	150.00	0.50	-	-	
	9.00	0.50	-	-	
	6.00	0.50	-	-	
Holding Position	L, ft	W, ft	#	Area, sf	Black, sf
RW12-30	105.00	1.00	-	-	

Taxiway E

	L, ft	W, ft	#	Area, sf	Black, sf
Lead In/Off (RW 8/26)	90.00	0.50	-	-	
	435.00	0.50	-	-	
	435.00	0.50	-	-	

Taxiway F

	L, ft	W, ft	#	Area, sf	Black, sf
Lead In/Off (RW 8/26)	90.00	0.50	-	-	
	435.00	0.50	-	-	
	435.00	0.50	-	-	

Taxiway G

	L, ft	W, ft	#	Area, sf	Black, sf
Lead In/Off (RW 8/26)	612.00	0.50	-	-	
Lead In/Off (RW 8/26)	435.00	0.50	-	-	
	435.00	0.50	-	-	

	L, ft	W, ft	#	Area, sf	Black, sf
Holding Bar	150.00	1.00	-	-	

TOTAL	RED/WHITE	WHITE/YELLOW	BLACK	TOTAL
	2,723.75	108,647.39	34,314.50	

Marking Removal

	L, ft	W, ft	#	Area, sf
8	61.00	21.00	1.00	1,281.00
2	-	-	-	-
6	-	-	-	-
Centerline	10.50	2.50	28.00	735.00
Edge	-	-	-	
Aiming Point	10.50	21.00	4.00	882.00
1	61.00	21.00	1.00	1,281.00
2	61.00	21.00	1.00	1,281.00
3	61.00	21.00	1.00	1,281.00
0	61.00	21.00	1.00	1,281.00
Threshold	10.50	6.75	16.00	1,134.00
Centerline	10.50	4.00	35.00	1,470.00
Aiming Point	10.50	21.00	4.00	882.00
TDZ	10.50	7.00	18.00	1,323.00
C at 12, double yellow on W edge	238.00	2.00	1.00	476.00
C at 12, double yellow on W edge	280.00	2.00	1.00	560.00
TW C Edge at 12	200.00	0.50	4.00	400.00
TW C Edge at 12	280.00	0.50	4.00	560.00
Errant marking on 422	30.00	0.50	1.00	15.00
TOTAL				11,944.00

Glass Beads

Area (White and Yellow Paint):	111,371.14	SF
Paint Application:	115	SF/Gal
Gallons of Paint	968.44	Gal
Glass Bead Application:	7	Lb/Gal
Glass Beads, Type I	6,779.11	Lb
TOTAL	**6,779.11**	Lbs

Numbers:

Design.		area		Perimeter for black	Black
	0	800.00	sf	260	130
	1	318.00	sf	135	67.5
	2	651.51	sf	210	105
	3	632.88	sf	208	104
	4	601.58	sf	210	105
	5	750.00	sf	222	111
	6	712.00	sf	192	96
	7	475.36	sf	170	85
	8	850.00	sf	260	130
	9	712.00	sf		0
L		450.00	sf	160	80
R		802.38		260	130
C		640.00			0
Alternate "1"		468.00			
Arrow Tail		120	sf		
Arrow Head		219.72	sf		
Chevron		261	sf		

Enhanced	L, ft	W, ft	#	Area, sf
	150.00	3.50	1.00	525.00
Centerline, yellow	150	0.5	1	75.00
Enhaced, broken yellow	9	0.5	24	108.00
Enhaced, broken yellow	6	0.5	2	6.00
Yellow				189.00
Black				336.00
Sum				525.00
Check	150	3.5	1	525.00

Hold, based on 50' Wide TW	L, ft	W, ft	#	Area, sf
Yellow, solid	50	1	2	100
Yellow Broken	25	1	2	50
Black	50	0.5	2	50
Black	50	1	3	150
Black	25	1	2	50
Total Yellow				150
Total Black				200
Total				400
Check	50	8	1	400

Hold, based on 125' Wide TW	L, ft	W, ft	#	Area, sf
Yellow, solid	125	1	2	250
Yellow Broken	62.5	1	2	125
Black	125	0.5	2	125
Black	125	1	3	375
Black	62.5	1	2	125
Total Yellow				375
Total Black				500
Total				1000
Check	125	8	1	1000

Signature: Amy JBassford

Email: abassford@las-cruces.org

Signature: Matthew Saenz

Email: msaenz@las-cruces.org

LRU-22-03 AIRPORT STRIPING AND MARKING_sponsor

Final Audit Report 2022-03-24

Created:	2022-03-09
By:	Marilu Melendez (marilu.melendez@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw48_USAs2vtZcx-eWZst7XU48OKcYQ5u

"LRU-22-03 AIRPORT STRIPING AND MARKING_sponsor" History

Document created by Marilu Melendez (marilu.melendez@state.nm.us)
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NEW MEXICO HIDTA

HIGH INTENSITY DRUG TRAFFICKING AREA

555 SOUTH TELSHOR, STE. 200 * LAS CRUCES, NM 88011 * PH (575) 541-7501 * FAX (575) 541-7510

April 10, 2023

Mayor Ken Miyagishima
City of Las Cruces
700 North Main Street
Las Cruces, NM 88001-1120

Dear Mayor Miyagishima:

High Intensity Drug Trafficking (HIDTA) FY 22 funds have been increased by $130,366.00 as indicated on Modification 4 for various City of Las Cruces Initiatives. The enclosed grant award modification should be completed and **returned to the NM HIDTA Director's Office** as soon as possible.

Detailed information is provided in a letter to you from Shannon Kelly, National HIDTA Director. *In her letter she does ask that you send the signed Award Modifications to Miami;* ***however, I am asking that you return this paperwork to our office.*** We will forward this information to the Miami Assistance Center to ensure that we have the same records.

If you have any questions, please contact Sandra A. Russell, Finance Director at (575) 541-7503.

Sincerely,

Will R. Glaspy
Executive Director

Attachments

WRG:sar

March 22, 2023

Mayor Ken Miyagishima
City of Las Cruces
700 N. Main St.
Las Cruces, NM 88007-8100

Dear Mayor Miyagishima:

Grant number G22SN0006A has been increased and now totals $1,359,950.00.

The original of Modification 4 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

Shannon Kelly
National HIDTA Director

Enclosures

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mayor Ken Miyagishima City of Las Cruces 700 N. Main St. Las Cruces, NM 88007-8100	4. Award Number: G22SN0006A 5. Grant Period: From 01/01/2022 to 12/31/2023	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 3/22/2023 8. Supplement Number 4	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$1,229,584.00
3. Project Title CFDA Name and Number: High Intensity Drug Trafficking Areas Program - 95.001	10. Amount of This Award: 11. Total Award:	$130,366.00 $1,359,950.00
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 117-103 H.R. 2471-206		

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director	15. Typed Name and Title of Authorized Official Ken Miyagishima Mayor
16. Signature of Approving ONDCP Official Shannon J. Kelly	17. Signature of Authorized Recipient/Date 4/24/2023

AGENCY USE ONLY	
18. Accounting Classification Code UEI: J3ZLWA2K1X47 DUNS: 077609279 EIN: 1856000147A2	19. HIDTA AWARD OND1070DB2223XX OND6113 OND2000000000 OC 410001 JID: 82915

Initiative Cash by HIDTA

FY 2022

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
New Mexico	**City of Las Cruces**	EE - NM Crime Gun Intelligence and Enforcement	25,000.00	Intelligence	G22SN0006A
		Fugitive/Violent Offender Task Force	0.00	Investigation	G22SN0006A
		Management and Coordination	231,173.55	Administration	G22SN0006A
		NM Forensic Laboratories	87,900.00	Support	G22SN0006A
		NM HIDTA Information Technology	142,111.00	Support	G22SN0006A
		NM HIDTA Training	106,459.00	Support	G22SN0006A
		NM Investigative Support Center	178,943.00	Intelligence	G22SN0006A
		Regional Interagency Drug Task Force	588,363.45	Interdiction	G22SN0006A
	Agency Total : City of Las Cruces		**1,359,950.00**		
Total			**1,359,950.00**		

3/22/2023 8:20:16 AM

Budget Detail

2022 - New Mexico

Initiative - Management and Coordination **Administration**

Award Recipient - City of Las Cruces (G22SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		***$130,366.00***
Services	**Quantity**	**Amount**
Services		$7,715.00
Total Services		**$7,715.00**
Total Budget		**$7,715.00**

Budget Detail

2022 - New Mexico

Initiative - NM HIDTA Information Technology Support

Award Recipient - City of Las Cruces (G22SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		***$130,366.00***
Services	**Quantity**	**Amount**
Services		$15,485.00
Total Services		**$15,485.00**
Supplies	**Quantity**	**Amount**
Supplies		$630.00
Total Supplies		**$630.00**
Total Budget		**$16,115.00**

Budget Detail

2022 - New Mexico

Initiative - NM HIDTA Training **Support**

Award Recipient - City of Las Cruces (G22SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		***$130,366.00***
Services	**Quantity**	**Amount**
Services		$12,258.00
Total Services		**$12,258.00**
Supplies	**Quantity**	**Amount**
Supplies		$50,000.00
Total Supplies		**$50,000.00**
Total Budget		**$62,258.00**

Budget Detail

2022 - New Mexico

Initiative - NM Investigative Support Center **Intelligence**

Award Recipient - City of Las Cruces (G22SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		***$130,366.00***
Services	**Quantity**	**Amount**
Services		$22,948.00
Total Services		**$22,948.00**
Supplies	**Quantity**	**Amount**
Supplies		$15,000.00
Total Supplies		**$15,000.00**
Total Budget		**$37,948.00**

Budget Detail

2022 - New Mexico

Initiative - Regional Interagency Drug Task Force **Interdiction**

Award Recipient - City of Las Cruces (G22SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		***$130,366.00***
Supplies	**Quantity**	**Amount**
Supplies		$6,330.00
Total Supplies		**$6,330.00**
Total Budget		**$6,330.00**

Signature: Jacqueline Rubalcava

Email: jrubalcava@las-cruces.org

Signature: Miguel Dominguez

Email: midominguez@las-cruces.org

NEW MEXICO HIDTA

HIGH INTENSITY DRUG TRAFFICKING AREA

555 SOUTH TELSHOR BLVD., STE. 200 * LAS CRUCES, NM 88012 * PH (575) 541-7501 * FAX (575) 541-7510

March 31, 2023

Mayor Ken Miyagishima
City of Las Cruces
700 North Main Street
Las Cruces, NM 88001-1120

Dear Mayor Miyagishima:

The Office of National Drug Control Policy is awarding funds to the NM HIDTA Program to support various HIDTA Initiatives. Your fiduciary was awarded the funds as outlined in the attached grant award and modification to support the strategy of the HIDTA program. This award was issued beginning January 1, 2023 and ends December 31, 2024. The State and Local NM HIDTA Initiatives are expected to begin spending these FY 2023 funds July 1, 2023 and should have expended all or most of the awarded funds by June 30, 2024. The enclosed grant award and SF-424 application should be completed and returned to the **NM HIDTA Director's Office as soon as possible as not to delay issuance of funds.**

The FY 2023 HIDTA grant award is subject to the Office of Management and Budget (OMB) Uniform Guidance. Please ensure that this award is executed in accordance with changes mandated in this guidance, specifically if your agency is a pass-through entity with sub recipients.

The attached cover letter from ONDCP provides detailed information and requests that you send the signed Award and Special Conditions to Miami. *I am asking, however, that you return this paperwork to our office. Once it is received, our office will then forward this information on to Miami.* This is being done in order to ensure that the NM Director's Office has the same documentation as the Miami Assistance Center. If you have any questions, please contact Sandra Russell, Finance Director at (575) 541-7503.

Sincerely,

Will R. Glaspy
Executive Director

Attachments
WRG:sar

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

March 6, 2023

Mayor Ken Miyagishima
City of Las Cruces
700 N. Main St.
Las Cruces, NM 88007-8100

Dear Mayor Miyagishima:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G23SN0006A) has been awarded in the amount of $1,062,163.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the New Mexico HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The grant agreement and conditions are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the grant conditions. Failure to adhere to the grant conditions may result in the termination of the grant or the initiation of administrative action. ONDCP also may terminate the award if it no longer effectuates program goals or agency priorities.

If you accept this award, please sign both the grant agreement and the conditions and return a copy via email to your respective NHAC accountant or to the following address:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Please keep the original copy of the grant agreement and conditions for your file. If you If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

Shannon Kelly
National HIDTA Director

Executive Office of the President Office of National Drug Control Policy	**Grant Agreement**	
1. Recipient Name and Address Ken Miyagishima Mayor City of Las Cruces 700 N. Main St. Las Cruces, NM 88007-8100	4. Award Number (FAIN): G23SN0006A 5. Period of Performance: From 01/01/2023 to 12/31/2024	
2. Total Amount of the Federal Funds Obligated: $1,062,163.00	6. Federal Award Date: March 6, 2023	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency $1,062,163.00	8. Supplement Number	
3. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program - 95.001*	9. Previous Award Amount:	
3A. Project Description *High Intensity Drug Trafficking Areas (HIDTA) Program*	10. Amount of Federal Funds Obligated by this Action: $1,062,163.00 11. Total Amount of Federal Award: $1,062,163.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.		
13. Statutory Authority for Grant: *Public Law 117-328*		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Ken Miyagishima Mayor City of Las Cruces	
16. Signature of Approving ONDCP Official Shannon J. Kelly	17. Signature of Authorized Recipient/Date 4/24/2023	
AGENCY USE ONLY		
18. Accounting Classification Code UEI: J3ZLWA2K1X47 DUNS: 077609279 EIN: 1856000147A2	19. HIDTA AWARD *OND1070DB2324XX OND6113* *OND2000000000 OC 410001*	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the "§ 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
   - 28 C.F.R. § 69 – "New Restrictions on Lobbying"
   - 2 C.F.R. § 25 – "Universal Identifier and System of Award Management"
   - Conflict of Interest and Mandatory Disclosure Requirements
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb

4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at https://www.whitehouse.gov/ondcp/grant-programs/.

8. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.

9. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

i. As a non-federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.

ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP 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 terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation 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.

10. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

11. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

12. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.

13. As specified in 2 CFR 200.303 Internal Controls, recipient must:

a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.

c) Evaluate and monitor the non-federal entity's compliance with statute, regulations, and the terms and conditions of the federal award.

d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

14. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

15. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

16. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—

a) the percentage of the total costs of the program or project which will be financed with federal money;

b) the dollar amount of Federal funds for the project or program; and

c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. *See* 41 U.S.C. § 417b(e)(1).

2. *Proceedings About Which You Must Report*

   Submit the information required about each proceeding that:

   a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
   b. Reached its final disposition during the most recent 5-year period; and
   c. Is one of the following:

   (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
   (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
   (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
   (4) Any other criminal, civil, or administrative proceeding if:

   (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

   (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

a. 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 grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, 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.

c. Total value of currently active grants, 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.

C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq*. and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2021.pdf In addition, as a condition for receiving this award, recipients must complete safe and healthy workplace trainings as outlined in the PPBG.

D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (https://pms.psc.gov/).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 *et seq*.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For ACH Returns:

Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY
(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:

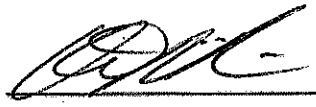
HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at https://pms.psc.gov/grant-recipients/returning-funds-interest.html.

4. The grantee or subgrantee may keep interest amounts up to $500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS



Date: 4/24/2023

Ken Miyagishima

City of Las Cruces

Initiative Cash by HIDTA

FY 2023

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
New Mexico	**City of Las Cruces**	Fugitive/Violent Offender Task Force	15,860.00	Investigation	G23SN0006A
		Management and Coordination	146,128.00	Administration	G23SN0006A
		NM Forensic Laboratories	58,056.00	Support	G23SN0006A
		NM HIDTA Information Technology	127,822.00	Support	G23SN0006A
		NM HIDTA Training	43,451.00	Support	G23SN0006A
		NM Investigative Support Center	269,677.00	Intelligence	G23SN0006A
		Regional Interagency Drug Task Force	401,169.00	Interdiction	G23SN0006A
	Agency Total : City of Las Cruces		**1,062,163.00**		
Total			**1,062,163.00**		

3/1/2023 8:55:06 AM

Budget Detail

2023 - New Mexico

Initiative - Fugitive/Violent Offender Task Force — Investigation

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,062,163.00***
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	2	$12,720.00
Total Overtime		**$12,720.00**
Total Budget		**$12,720.00**

Budget Detail

2023 - New Mexico

Initiative - Fugitive/Violent Offender Task Force — Investigation

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - Dona Ana County

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP) — ***$1,062,163.00***

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	2	$3,140.00
Total Overtime		**$3,140.00**
Total Budget		**$3,140.00**

Budget Detail

2023 - New Mexico

Initiative - Management and Coordination — **Administration**

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,062,163.00***
Facilities	**Quantity**	**Amount**
Lease	1	$109,672.00
Total Facilities		**$109,672.00**
Services	**Quantity**	**Amount**
Communications - mobile phones & pagers		$2,940.00
Communications - office phones		$240.00
Director, Executive Board, and HIDTA staff Insurance Liability		$3,200.00
Equipment rentals		$2,383.00
Insurance		$2,821.00
Service contracts		$2,167.00
Shipping & postage		$156.00
Vehicle allowance	2	$16,800.00
Total Services		**$30,707.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$3,300.00
Office		$2,449.00
Total Supplies		**$5,749.00**
Total Budget		**$146,128.00**

Budget Detail

2023 - New Mexico

Initiative - NM Forensic Laboratories **Support**

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,062,163.00***
Facilities	**Quantity**	**Amount**
Lease	1	$58,056.00
Total Facilities		**$58,056.00**
Total Budget		**$58,056.00**

Budget Detail

2023 - New Mexico

Initiative - NM HIDTA Information Technology — **Support**

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,062,163.00***
Travel	**Quantity**	**Amount**
Administrative		$2,000.00
Training		$1,500.00
Total Travel		**$3,500.00**
Services	**Quantity**	**Amount**
Communications - data lines		$19,200.00
Communications - office phones		$30,432.00
Equipment rentals		$2,200.00
Service contracts		$13,320.00
Software - maintenance		$21,611.00
Subscriptions - database		$15,600.00
Training		$3,000.00
Total Services		**$105,363.00**
Supplies	**Quantity**	**Amount**
Computers - networking devices		$8,967.00
Office		$9,992.00
Total Supplies		**$18,959.00**
Total Budget		**$127,822.00**

Budget Detail

2023 - New Mexico

Initiative - NM HIDTA Training — Support

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,062,163.00***
Travel	**Quantity**	**Amount**
Training		$1,500.00
Total Travel		**$1,500.00**
Services	**Quantity**	**Amount**
Equipment rentals		$2,383.00
Printing & document support		$1,000.00
Training		$36,568.00
Total Services		**$39,951.00**
Supplies	**Quantity**	**Amount**
Office		$2,000.00
Total Supplies		**$2,000.00**
Total Budget		**$43,451.00**

Budget Detail

2023 - New Mexico

Initiative - NM Investigative Support Center — **Intelligence**

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,062,163.00***
Travel	**Quantity**	**Amount**
Administrative		$12,500.00
Investigative/Operational		$8,480.00
Training		$12,500.00
Total Travel		**$33,480.00**
Facilities	**Quantity**	**Amount**
Lease	1	$130,055.00
Total Facilities		**$130,055.00**
Services	**Quantity**	**Amount**
Communications - mobile phones & pagers		$15,500.00
Equipment rentals		$12,000.00
Insurance		$3,000.00
Service contracts		$22,327.00
Shipping & postage		$240.00
Training		$18,000.00
Total Services		**$71,067.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$12,275.00
Office		$22,800.00
Total Supplies		**$35,075.00**
Total Budget		**$269,677.00**

Budget Detail

2023 - New Mexico

Initiative - Regional Interagency Drug Task Force — **Interdiction**

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,062,163.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$39,743.00
Financial Staff	1	$38,471.00
Total Personnel		**$78,214.00**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$17,030.00
Financial staff	1	$16,692.00
Total Fringe		**$33,722.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	6	$36,711.00
Total Overtime		**$36,711.00**
Facilities	**Quantity**	**Amount**
Lease	1	$167,213.00
Total Facilities		**$167,213.00**
Other	**Quantity**	**Amount**
PE/PI/PS		$36,449.00
Total Other		**$36,449.00**
Total Budget		**$352,309.00**

Budget Detail

2023 - New Mexico

Initiative - Regional Interagency Drug Task Force — Interdiction

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - Dona Ana County

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,062,163.00***
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	6	$20,393.00
Total Overtime		**$20,393.00**
Total Budget		**$20,393.00**

Budget Detail

2023 - New Mexico

Initiative - Regional Interagency Drug Task Force — **Interdiction**

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - New Mexico State Police

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,062,163.00***
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	4	$19,501.00
Total Overtime		**$19,501.00**
Travel	**Quantity**	**Amount**
Administrative		$453.00
Training		$453.00
Total Travel		**$906.00**
Services	**Quantity**	**Amount**
Communications - mobile phones & pagers		$7,201.00
Communications - office phones		$469.00
Training		$390.00
Total Services		**$8,060.00**
Total Budget		**$28,467.00**

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: CITY OF LAS CRUCES

* b. Employer/Taxpayer Identification Number (EIN/TIN): 1856000147A2

* c. UEI: J3ZLWA2K1X47

d. Address:

* Street1: 700 NORTH MAIN ST.
Street2:
* City: LAS CRUCES
County/Parish:
* State: NM: New Mexico
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 88007-8100

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: KEN
Middle Name:
* Last Name: MIYAGISHIMA
Suffix:

4/24/2023

Title:

Organizational Affiliation:

* Telephone Number:

4/24/2023

Fax Number:

* Email: MAYOR@LAS-CRUCES.ORG

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

ONDCP

11. Catalog of Federal Domestic Assistance Number:

95.001

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: NM-002 * b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2023 * b. End Date: 12/31/2024

18. Estimated Funding ($):

* a. Federal	1,062,163.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,062,163.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: KEN

Middle Name:

* Last Name: MIYAGISHIMA

Suffix:

4/24/2023

* Title: MAYOR

* Telephone Number: Fax Number:

* Email: MAYOR@LAS-CRUCES.ORG

* Signature of Authorized Representative: * Date Signed: 4/24/2023

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. HIDTA	95.001	$	$	$ 1,062,163.00	$	$ 1,062,163.00
2.						
3.						
4.						
5. Totals		$	$	$ 1,062,163.00	$	$ 1,062,163.00

Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1) HIDTA	(2)	(3)	(4)	Total (5)
a. Personnel	$ 170,679.00	$	$	$	$ 170,679.00
b. Fringe Benefits	33,722.00				33,722.00
c. Travel	39,386.00				39,386.00
d. Equipment					
e. Supplies	61,783.00				61,783.00
f. Contractual	720,144.00				720,144.00
g. Construction					
h. Other	36,449.00				36,449.00
i. Total Direct Charges (sum of 6a-6h)	1,062,163.00				$ 1,062,163.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 1,062,163.00	$	$	$	$ 1,062,163.00
7. Program Income	$	$	$	$	$

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. HIDTA	$	$	$	$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$	$	$	$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$	$	$	$	$
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$	$	$	$	$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS) (b)First	(c) Second	(d) Third	(e) Fourth
16. HIDTA	$	$	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: 22. Indirect Charges:

23. Remarks:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
CITY OF LAS CRUCES	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	* First Name: KEN
Middle Name:	
* Last Name: MIYAGISHIMA	Suffix:
* Title: MAYOR	
* SIGNATURE:	* DATE: 4/24/2023

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [ ] b. initial award
- [x] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

* Name: CITY OF LAS CRUCES
* Street 1: 700 NORTH MAIN STREET
Street 2:
* City: LAS CRUCES
State: NM: New Mexico
Zip: 88007
Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
ONDCP

7. * Federal Program Name/Description:
CFDA Number, *if applicable.*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$

10. a. Name and Address of Lobbying Registrant:

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Street 1: Street 2:
* City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Street 1: Street 2:
* City: State: Zip:

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 the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and 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:
*Name: Prefix: Mr. * First Name: KEN Middle Name:
* Last Name: MIYAGISHIMA Suffix:
Title: MAYOR Telephone No.: Date: 4/24/2023

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OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including 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 the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
KEN MIYAGISHIMA 4/24/2023	MAYOR
APPLICANT ORGANIZATION	**DATE SUBMITTED**
CITY OF LAS CRUCES	

Standard Form 424B (Rev. 7-97) Back

23-125

City of Las Cruces

City Council Action and Executive Summary

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

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:		**Adopted:**	May 15, 2023
Drafter:	Leeann DeMouche	**Department:**	Financial Services
Program:	Budget	**Line of Business:**	Fiscal Management

Title: **A RESOLUTION ADOPTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY OF LAS CRUCES, NEW MEXICO.**

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

PURPOSE(S) OF ACTION:
To adopt the Fiscal Year 2023-2024 budget.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City Manager's proposed budget has been available for public review since April 10, 2022. City Council held a pre-budget retreat on February 22 and 23, 2023, a work session on March 13, 2023, and a second work session on April 24, 2023, regarding the proposed fiscal year 2023-2024 budget. A public hearing on the proposed budget was held on May 4, 2023. Additionally, the Las Cruces Utilities Board met on April 6, 2023, and reviewed and recommended approval of the Utilities budget portion to be included as part of the City's Fiscal Year 2023-2024 annual budget.

The Fiscal Year 2023-2024 budget aligns with the goals of the City Council Strategic Plan and Elevate Las Cruces.

The City Charter, Sec. 5.06(c) states, "The council shall adopt the budget no later than thirty (30) days before the beginning of the fiscal year."

After the budget adoption by City Council, the adopted Fiscal Year 2023-2024 budget will be filed with the State of New Mexico Department of Finance and Administration by June 1, 2023 for approval as required by State Law (NMSA 1978 Chapter 6, Article 6).

SUPPORT INFORMATION:
Exhibit "A" FY24 Proposed Budget

PLAN(S):
City Council Strategic Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
Utilities Board

DOES THIS AMEND THE BUDGET?:
☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

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

Funding Source(s):
Various

Overall Budget Impact:
Approving FY2023-2024 Budget

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

☒ Yes

☐ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and the City of Las Cruces will be compliant with the City Charter by adopting the budget for the forthcoming fiscal year no later than thirty days before the beginning of the fiscal year.
2. Vote "No"; this will not approve the Resolution and cause the City of Las Cruces to be non-compliant with the City Charter.
3. Vote to "Amend"; this would require direction from City Council and could potentially require pages in the Fiscal Year 2023-2024 budget document to be added, deleted, or modified.
4. Vote to "Table"; this will require a special meeting to prevent the City of Las Cruces from being non-compliant with the City Charter.

REFERENCE INFORMATION:

Approving FY2023-2024 Capital Improvements will be by separate Resolution.

RESOLUTION 23-125

A RESOLUTION ADOPTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY OF LAS CRUCES, NEW MEXICO.

The City Council is informed that:

WHEREAS, the City of Las Cruces has prepared its annual budget for Fiscal Year 2023-2024; and

WHEREAS, City Council held several work sessions for discussion purposes and a public hearing May 4, 2023, on the proposed annual budget; and

WHEREAS, the Las Cruces Utilities Board has reviewed and recommended approval of the Utilities portion of the Fiscal Year 2023-2024 annual budget.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Las Cruces:

(I)

THAT the Fiscal Year 2023-2024 Budget, attached hereto as Exhibit "A" and made part of this Resolution, is hereby adopted in accordance with the City Charter, Sec. 5.06(c) and authorized to be the basis for submission of the "Municipal Budget and Report" to the Local Government Division of the Department of Finance and Administration for the State of New Mexico, as required by the Local Government Division Memorandum 63-43 and the New Mexico State Law, Section 6-6-2, NMSA 1978.

(II)

THAT City staff and officials are authorized to make expenditures as outlined and provided in the Fiscal Year 2023-2024 Annual Budget upon approval by the State of New Mexico.

(III)

THAT the Fiscal Year 2023-2024 Annual Budget attached and marked Exhibit "A", hereby directed to be on the City website and available for public inspection.

(IV)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

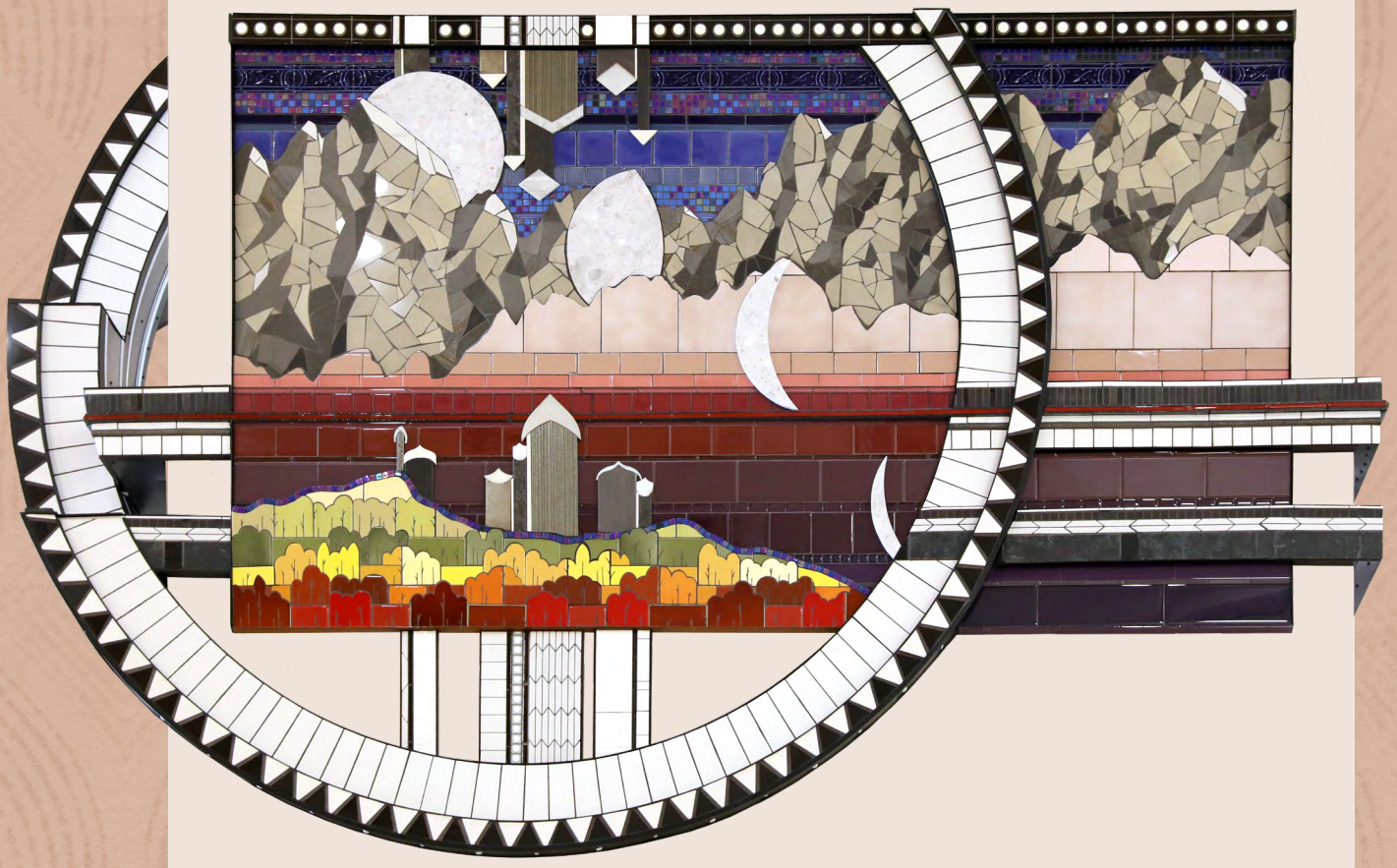
_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS



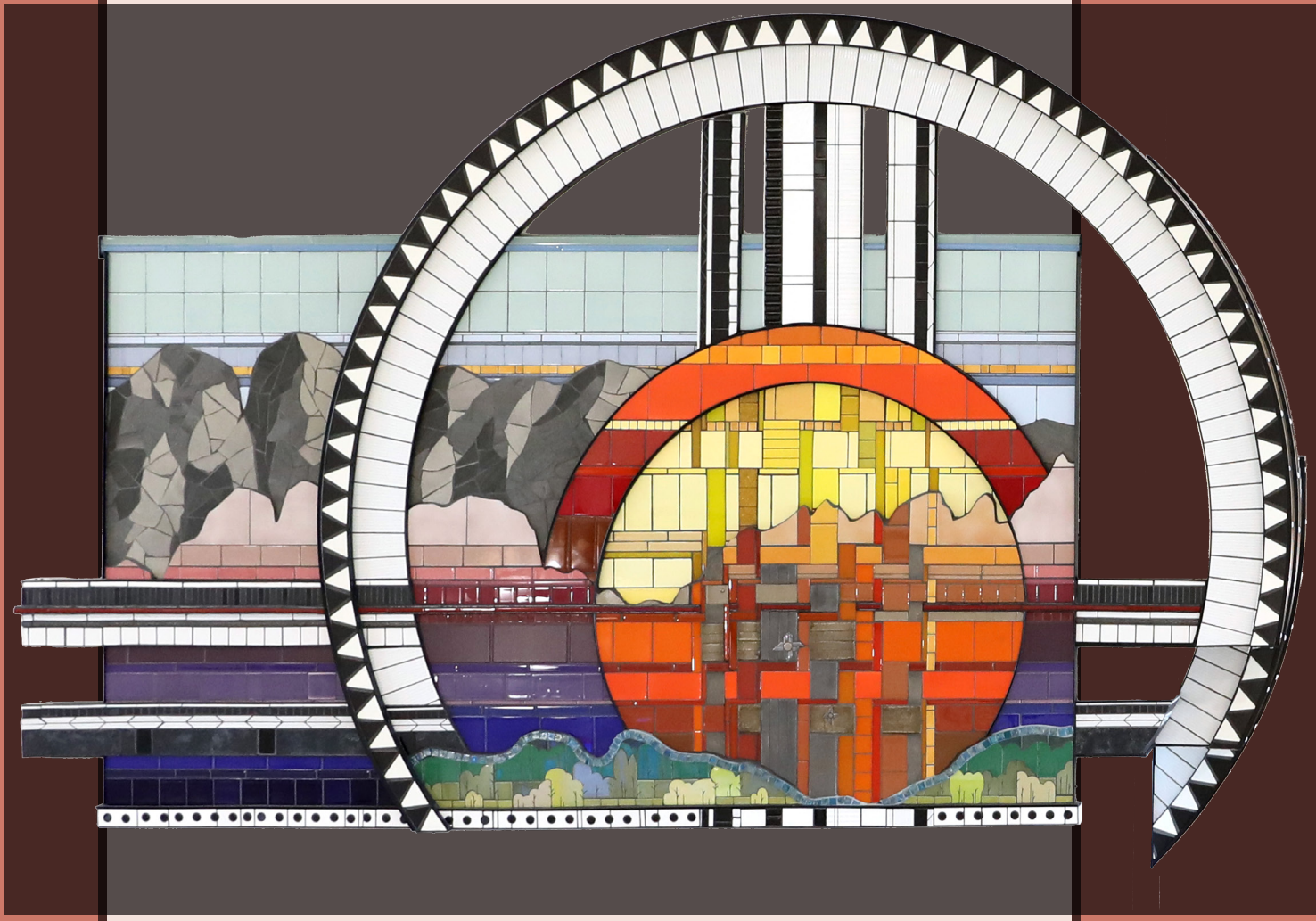
PROPOSED
BUDGET

FISCAL YEAR 2023-2024

CITY OF LAS CRUCES

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ABOUT THE COVER

Endless Passage

Debbie Dickinson
Salvaged porcelain, glazed ceramic, glass tile, 2021

Las Cruces, bound by the majestic Organ Mountains, sun-drenched desert landscape and lush river valley, has long served as a haven for travelers. The rich cultural history that exists today was created by the many influences of people who have come and gone. Endless Passage celebrates the beauty, people, and colors of nature defining the City of Crosses, along with connections to the past linked by the ongoing threads of time.

Commissioned by the City Art Board, City Council, and City of Las Cruces for the Las Cruces Public Art Collection. Completed in June 2021.

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Las Cruces
New Mexico

For the Fiscal Year Beginning

July 01, 2022

Christopher P. Morrill

Executive Director

CITY COUNCIL





Front Row (from left to right):

Councilor Becki Graham, *District 3*
Councilor Tessa Abeyta, *District 2*
Councilor Yvonne M. Flores, *District 6*
Mayor Pro Tem Kasandra A. Gandara, *District 1*

Back Row (from left to right):

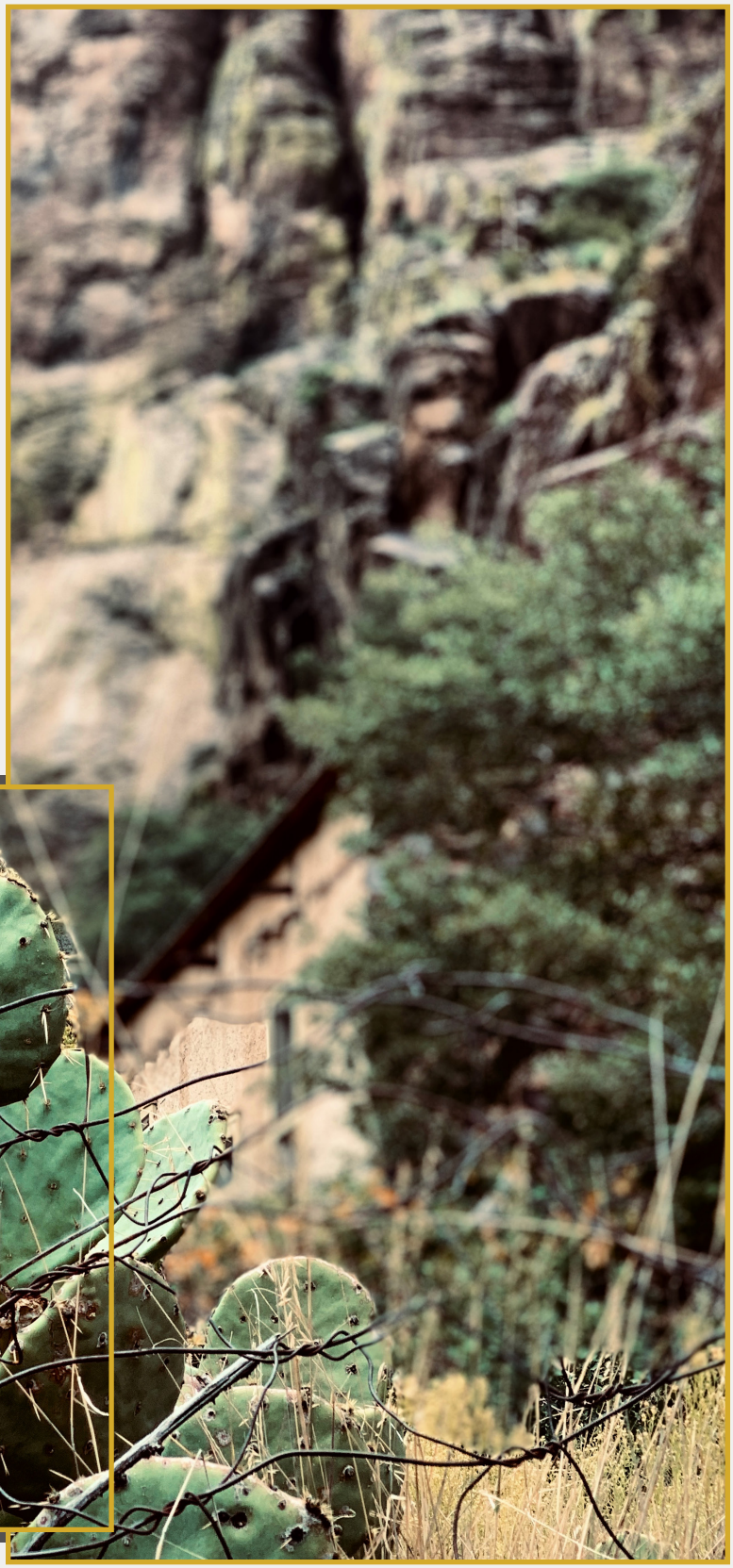
Councilor Becky Corran, *District 5*
Mayor Ken Miyagishima
Councilor Johana Bencomo, *District 4*

CITY MANAGER'S OFFICE

City Manager	Ifo Pili
Assistant City Manager	Ikani Taumoepeau
Assistant City Manager	Sonya L. Delgado
Chief Administrative Officer	Barbara DeLeon

DEPARTMENT HEADS

City Attorney	Interim
Community Development	Larry F. Nichols
Economic Development	Elizabeth Teeters
Financial Services	Leeann DeMouche
Fire Chief	Jason Smith
Human Resources	Jo Richards
Information Technology	Rob del Plain
Municipal Court	Honorable Joy Goldbaum
Parks & Recreation	Interim - Rob Nuñez
Police Chief	Miguel Dominquez
Public Works	David Sedillo
Quality of Life	Carol Brey
Utilities	Adrienne Widmer



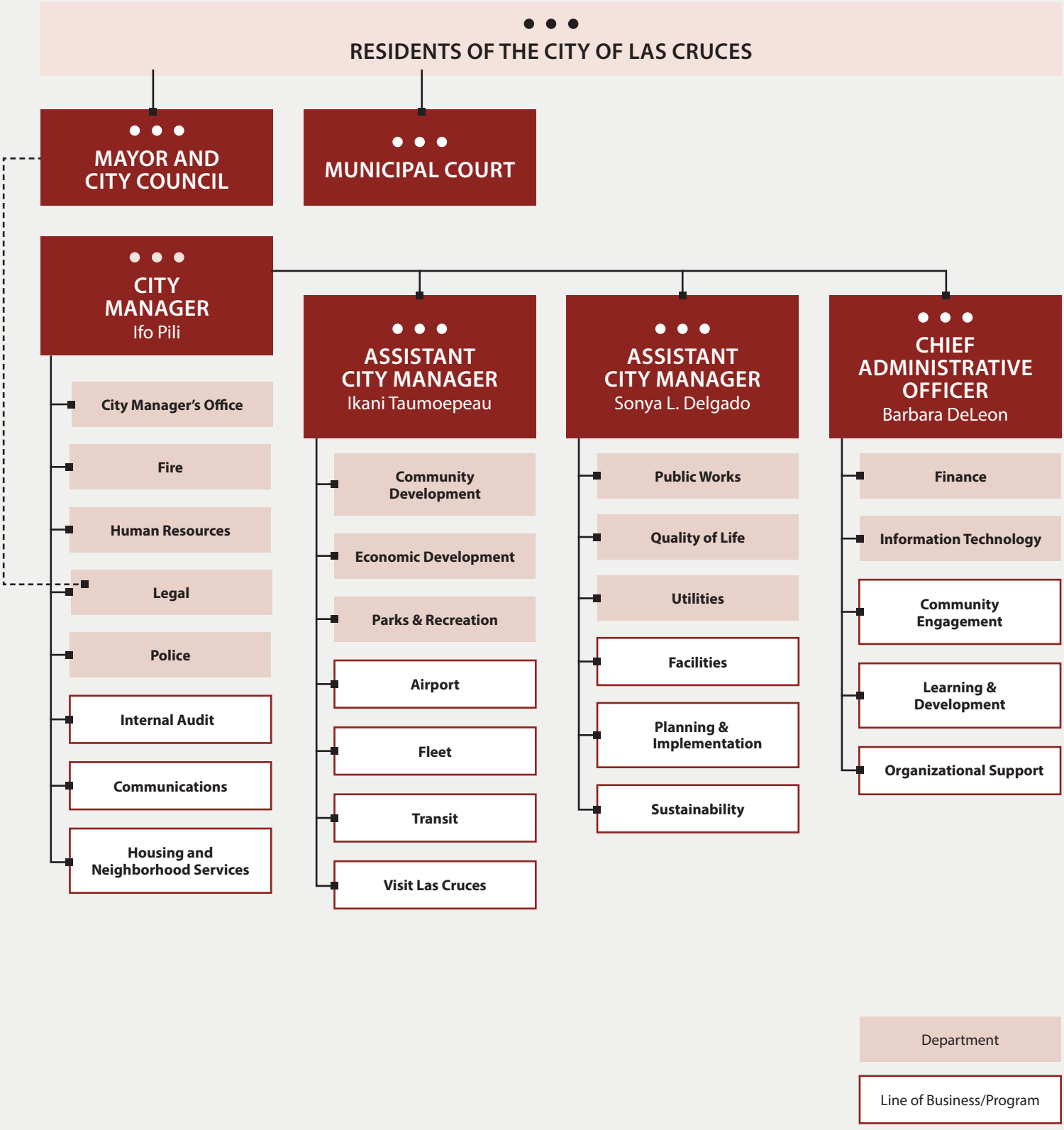


Budget coordinates the preparation and development of the annual operating budget, capital budget, and multi-year capital improvement program for the city.

The city budget is the "Action Plan" used to implement the goals and objectives of the City Council. Activity-based budgeting isolates the costs of a government's operation by dividing the government into many different activities or support services and includes the direct and indirect costs of labor, contractual services, materials, and supplies.



CITY GOVERNMENT ORGANIZATION CHART



FROM THE CITY MANAGER

April 3, 2023



Dear Honorable Mayor, Mayor Pro-tem and Council Members:

As your City Manager I strive to continue the vision of addressing poverty, sustainability of our environment, and our economy. Over the past two years we have made strides in becoming a stronger, more dynamic community. We have worked on retention of staff by covering health benefits from 60% to 80%, increasing the City starting hourly rate to $15 per hour, and providing flexible work scheduling. We designated funding to Lift-up Las Cruces to improve a neighborhood where we have identified needs or concerns and focused the limited resources in one place to make a larger impact. This is our first major anti-poverty program. We have gained momentum in our sustainability program promoting residential and commercial solar energy, transitioning the City's fleet to all electric, promoting all electric homes and providing electrification opportunities for economic development. We will continue these opportunities and many more for the future of Las Cruces.

For Fiscal Year 2024 we see more opportunities as our gross receipts taxes and property taxes are coming in strong. We have experienced an increase in population of 14 percent from 2010 to 2020 (U.S. Census), with an annual predicted increase of 1.5 percent. The changes in the local tax from location base to destination base, inflation, employment increases, and cannabis have resulted in an increase in the general fund revenue of $8.3 million.

As our Governor stated in her 2023 State of the State Address, "New Mexico has a more robust economy than we have in the past four years. While today is a great day to be New Mexican it is not just about today, it's about tomorrow. It's about creating for the future."

As City Manager I get asked what my vision is, but I don't set the vision, our Mayor and Council set this vision. What I do is set the vision for our staff and plan on how that vision is being carried out. The Budget document is where the two meet and align. As I mentioned at the Budget Retreat our vision is one Spanish word "Cariño". Cariño means caring for the things you make, the work you do, for each other and for what we provide to the community. You can't mandate Cariño, but there are things that we can do to foster an environment that creates Cariño. This year my goal for our FY2024 Budget is to have "Cariño", to foster a place where you love where you work and create an environment that people can have Cariño for the things they do.

Ifo Pili, City Manager

ALL FUNDS SUMMARY

FISCAL YEAR 2024 PROPOSED BUDGET

MAY 15, 2023

FUND #	Fund Name	BEGINNING BALANCE	REVENUES	EXPENDITURES	NET TRANSFERS	ENDING BALANCE	RESERVE	AVAILABLE BALANCE
GENERAL FUNDS								
1000	GENERAL FUND	$64,287,294	$138,743,132	($148,047,585)	($19,369,208)	$35,613,633	($24,674,597)	$10,939,036
1001	PAYROLL CLEARING	$1,904	$0	$0	$0	$1,904		$1,904
1030	ECONOMIC DEVELOPMENT	$1,317,841	$0	($537,418)	$0	$780,422		$780,422
1200	VEHICLE ACQUISITION	$663,765	$0	($3,345,613)	$2,700,000	$18,153		$18,153
1400	FACILITIES MAINTENANCE	$1,561,222	$2,100	($1,688,322)	$125,000	($0)		($0)
1500	HHR CONTINGENCY	$10,548,762	$14,640,868	($1,750,000)	($14,513,352)	$8,926,278		$8,926,278
GENERAL FUNDS Total		**$78,380,787**	**$153,386,100**	**($155,368,937)**	**($31,057,560)**	**$45,340,390**	($24,674,597)	**$20,665,792**
SPECIAL REVENUE FUNDS								
2000	HUD COMMUNITY DEVELOPMENT	$525,733	$6,683,075	($6,687,842)	$0	$520,966		$520,966
2013	AFFORDABLE HOUSING TRUST	$1,300,477	$0	($792,907)	$0	$507,570		$507,570
2100	SPECIAL REVENUE REIMB GRANTS	$698,496	$20,791,798	($20,791,798)	$0	$698,496		$698,496
2130	RECREATION PROJECTS	$102,886	$10,000	($50,000)	$0	$62,886		$62,886
2300	FIRE FUND	$316,275	$1,487,189	($1,487,189)	$0	$316,275		$316,275
2303	EMERGENCY MEDICAL SERVICES	$164	$20,000	($20,000)	$0	$164		$164
2401	POLICE PROTECTION FUND	$17,308	$236,000	($236,000)	$0	$17,308		$17,308
2421	DWI PREVENTION	$9,592	$10,000	($10,000)	$0	$9,592		$9,592
2423	TRAFFIC SAFETY EDUCATION	$10,796	$10,316	($20,316)	$0	$796		$796
2440	PRISONER CARE	$1,708,069	$0	($750,000)	$1,000,000	$1,958,069		$1,958,069
2450	PUBLIC SAFETY IMPACT FEE	$353,482	$550,000	$0	($729,531)	$173,951		$173,951
2472	VEHICLE FORFEITURE	$105,144	$0	($5,200)	$0	$99,944		$99,944
2490	JUDICIAL EDUCATION	$3,263	$10,000	($10,000)	$0	$3,263		$3,263
2491	COURT AUTOMATION	$425,536	$41,000	($113,100)	$0	$353,436		$353,436
2650	FLOOD CONTROL OPERATIONS	$419,244	$5,557,369	($3,137,754)	($2,151,403)	$687,456		$687,456
2700	HEALTH CARE SERVICES MMC LEASE	$5,608,324	$0	($3,531,204)	$0	$2,077,120		$2,077,120
2705	TELSHOR FACILITY	$45,111,761	$0	($3,018,000)	($870,618)	$41,223,143		$41,223,143
2710	CONVENTION & VISITORS BUREAU	$3,782,433	$3,063,973	($3,095,170)	$0	$3,751,236		$3,751,236
2715	DOWNTOWN REVITALIZATION	$49,643	$0	$0	$0	$49,643		$49,643
2770	VALLEY VIEW HESKE GARDEN	$160,246	$0	($5,000)	$0	$155,246		$155,246
2780	GRIGGS WALNUT PLUME REMED	$5,275,487	$218,324	($1,458,178)	$400,000	$4,435,633		$4,435,633
2790	ALARM FEES AND FINES	$1,540	$0	$0	$0	$1,540		$1,540
2810	GAS TAX	$2,659,008	$2,002,450	($2,863,754)	($444,413)	$1,353,291		$1,353,291
2815	TIDD DEDICATED REVENUES	$9,798,977	$5,330,200	($955,000)	($9,015,501)	$5,158,676		$5,158,676
2825	LAS CRUCES CONVENTION CTR FEES	$240,478	$1,400,000	($525,000)	($1,111,106)	$4,372		$4,372
SPECIAL REVENUE FUNDS Total		**$78,684,362**	**$47,421,694**	**($49,563,412)**	**($12,922,572)**	**$63,620,072**		**$63,620,072**
Debt Funds								
3225	2016 FLOOD CONTROL	$58,691	$0	($322,200)	$321,034	$57,525		$57,525
3226	2017 SSGRT FAC & STREETS DS	$98,033	$0	($799,800)	$797,113	$95,346		$95,346
3275	2010A MGRT STREET DS	$15,810	$0	$0	$0	$15,810		$15,810
3277	2010B MGRT FLOOD CTL DS	$5,732	$0	$0	$0	$5,732		$5,732
3280	2010 SSGRT CONVENTION CTR DS	$420,943	$0	($1,111,457)	$1,111,106	$420,592		$420,592
3281	2010 SSGRT CONV CENTER RESERVE	$3,370	$0	$0	$0	$3,370		$3,370
3282	2011 GRT FAC DEBT SERVICE	$31,643	$0	$0	$1,042,365	$1,074,008		$1,074,008
3284	2011 GRT FAC DEBT SERVICE	$150	$0	$0	$0	$150		$150
3286	2014 SSGRT E. MESA FACILITY DS	$117,176	$0	($968,850)	$966,975	$115,301		$115,301
3288	2014 MGRT STREETS DS	$85,413	$0	($521,219)	$520,094	$84,288		$84,288
3290	2014 MGRT FLOOD PROJECTS	$14,606	$0	($123,600)	$113,300	$4,306		$4,306
3292	2015 GRT BOND REFUNDING	$120,588	$0	($1,201,588)	$1,201,371	$120,371		$120,371
3293	2015A HOLD HARMLESS DS	$157,036	$0	($1,602,275)	$1,602,400	$157,161		$157,161
3294	2015B HOLD HARMLESS DS	$32,918	$0	($295,979)	$295,921	$32,860		$32,860
3295	2016 VAD BONDS	$772,118	$1,071,352	($1,547,479)	$0	$295,991		$295,991
3510	2019 GO BOND DS	$7,153,370	$5,684,973	($2,821,424)	$0	$10,016,919		$10,016,919
3616	2022 NMFA FIRE DS	$44,335	$0	($532,032)	$531,793	$44,096		$44,096
3617	NMFA LOANS DSF	$9,429	$0	$0	$534,206	$543,635		$543,635
3618	2008 NMFA GRIGGS WLNT PLUME DS	$571,797	$2,243	($93,042)	$92,645	$573,643		$573,643
3619	2018 HHGRT DS	$108,530	$0	($1,251,771)	$1,251,774	$108,533		$108,533
3620	2020A NMFA FACILITY SSGRT	$89,869	$0	($1,065,000)	$1,061,917	$86,786		$86,786
3621	2020B NMFA FACILITIES ESP	$36,705	$0	($432,000)	$433,063	$37,768		$37,768
3623	2008 NMFA PARKING DECK DS	$10,219	$0	$0	$0	$10,219		$10,219
3624	2018 GAS DSF	$61,080	$0	($399,538)	$399,499	$61,041		$61,041
3625	2010 NMFA FIRE APPARATUS	$5,522	$0	$0	$0	$5,522		$5,522
3626	2011 NMFA FIRE APPARATUS	$2,648	$0	$0	$0	$2,648		$2,648
3628	2012 NMFA REFUNDING	$4,054	$0	$0	$0	$4,054		$4,054
3630	2014 NMFA SCSWA REFUNDING DS	$239,923	$0	($185,541)	$0	$54,382		$54,382
3631	2014 NMFA FIRE APPARATUS DS	$6,661	$0	$0	$0	$6,661		$6,661
3632	2017 NMFA STREETS DS	$118,181	$0	($295,235)	$295,242	$118,188		$118,188
3633	18 NMFA FIRE	$49,763	$0	($224,173)	$224,173	$49,763		$49,763

FISCAL YEAR 2024 PROPOSED BUDGET
MAY 15, 2023

FUND #	Fund Name	BEGINNING BALANCE	REVENUES	EXPENDITURES	NET TRANSFERS	ENDING BALANCE	RESERVE	AVAILABLE BALANCE
3634	2020 NMFA STREETS	$22,955	$0	($256,156)	$255,925	$22,724		$22,724
3635	2020 NMFA FLOOD	$17,329	$0	($194,790)	$194,612	$17,151		$17,151
3810	HUD SECTION 108 LOAN-MONAS	$12,243	$0	($153,130)	$153,130	$12,243		$12,243
Debt Funds Total		**$10,498,841**	**$6,758,568**	**($16,398,279)**	**$13,399,658**	**$14,258,788**		**$14,258,788**
Capital Funds								
4005	COMMUNITY INVESTMENT PROJECTS	$1,244,380	$15,000	($1,117,560)	$0	$141,820		$141,820
4030	2016 FLOOD PROJECT	$236,966	$1,225	$0	$0	$238,191		$238,191
4031	2017 FACILITIES PROJECT	$514,972	$15,000	($332,476)	$0	$197,496		$197,496
4032	2018 HHGRT PUBLIC WORKS	$375,081	$10,700	$0	$0	$385,781		$385,781
4100	CAPITAL PROJECTS REIMB GRANTS	($0)	$20,676,047	($20,676,047)	$0	($0)		($0)
4106	PUBLIC PARK DEVELOPMENT	$6,915,110	$1,660,000	($3,462,463)	$0	$5,112,647		$5,112,647
4110	PUBLIC PARK PROJECTS	$37,810	$0	$0	$0	$37,810		$37,810
4201	CAPITAL CONTRIBUTIONS	$596,576	$360	$0	$0	$596,936		$596,936
4202	GRT STREET MAINTENANCE	$10,903,812	$360,000	($17,724,253)	$6,500,000	$39,559		$39,559
4205	SPECIAL STREET PROJECTS	$787,688	$1,550	$0	$0	$789,238		$789,238
4227	VAD STREET PROJECTS	$5,183,894	$5,000	($4,734,211)	$0	$454,683		$454,683
4228	2015A HHS	$91,399	$0	$0	$0	$91,399		$91,399
4230	GO BOND PROJECT 2019	$3,960,289	$200	($3,674,758)	$0	$285,731		$285,731
4270	TIDD PROJECTS	$2,959,022	$1,550	($8,515,501)	$8,515,501	$2,960,572		$2,960,572
4271	TIDD STR BOND PROJECT	$711,850	$0	($200,000)	$0	$511,850		$511,850
4400	FLOOD CONTROL	$7,195,216	$39,000	($8,185,944)	$1,500,000	$548,272		$548,272
4505	2015B HHS	$3,328,994	$0	($3,237,617)	$0	$91,377		$91,377
4613	NMFA EQUIPMENT	$0	$5,000,000	($70,000)	$0	$4,930,000		$4,930,000
4620	2020A NMFA FACILITY PROJECTS	$7,918,614	$15,000	($7,756,301)	$0	$177,313		$177,313
4621	2020B NMFA ESP PROJECT	$1,728,138	$15,000	($1,685,117)	$0	$58,021		$58,021
4624	2018 GAS TAX LOAN	$195	$0	$0	$0	$195		$195
4632	2017 NMFA STREETS PROJ	$65,104	$0	$0	$0	$65,104		$65,104
4634	2020 NMFA MGRT	$2,644,613	$20,000	($2,454,790)	$0	$209,823		$209,823
Capital Funds Total		**$57,399,724**	**$27,835,632**	**($83,827,038)**	**$16,515,501**	**$17,923,819**		**$17,923,819**
Enterprise Funds								
5010	AIRPORT	$909,363	$3,330,027	($4,876,992)	$1,013,000	$375,398		$375,398
5100	UTILITIES SHARED SERVICES	($70,712)	$18,060,165	($17,309,367)	($285,000)	$395,086		$395,086
5160	SHARED SVCS EQUIP REPL RESERVE	$548,306	$1,073	($831,961)	$285,000	$2,418		$2,418
5200	GAS OPERATIONS	$2,211,961	$33,293,408	($34,473,771)	($157,383)	$874,215		$874,215
5205	GAS CONTINGENCY FUND	$393,653	$5,000	$0	$0	$398,653		$398,653
5250	GAS CAPITAL IMPROVEMENTS	$2,350,129	$8,451	($2,276,963)	$0	$81,617		$81,617
5260	GAS EQUIPMENT REPLACE RESERVE	$564,614	$10,069	($150,516)	($400,000)	$24,167		$24,167
5280	GAS15A DEBT SERVICE	$21,941	$650	$0	$0	$22,591		$22,591
5281	2018 JU DEBT SERVICE FUND	$187,403	$821	$0	$0	$188,224		$188,224
5300	WATER OPERATIONS	$1,710,776	$20,938,222	($20,147,348)	($775,000)	$1,726,650		$1,726,650
5301	WATER DEVELOPMENT	$712,664	$1,141,901	($1,019,637)	($100,000)	$734,928		$734,928
5305	WATER CONTINGENCY FUND	$354,344	$500	($50,000)	($250,000)	$54,844		$54,844
5320	WATER ACQUISITION	$909,019	$920,406	($1,771,604)	$0	$57,821		$57,821
5331	WATER09 DEBT SERVICE	$12,511	$209	$0	$0	$12,720		$12,720
5332	WATER10 DEBT SERVICE	$466,141	$2,440	$0	$0	$468,581		$468,581
5335	WATER15 DEBT SERVICE	$32,193	$371	$0	$0	$32,564		$32,564
5336	WATER15A DEBT SERVICE	$46,833	$777	$0	$0	$47,610		$47,610
5337	WATER16 DEBT SERVICE	$80,905	$1,351	$0	$0	$82,256		$82,256
5339	2018 JU DEBT SERVICE FUND	$553,028	$2,424	$0	$0	$555,452		$555,452
5342	WATER10 DEBT SERVICE RESERVE	$89	$89	$0	$0	$178		$178
5345	WATER15 BOND PROJECTS	$4,594	$155	$0	$0	$4,749		$4,749
5346	WATER15A BOND PROJECTS	$45,701	$899	$0	$0	$46,600		$46,600
5347	WATER16 BOND PROJECTS	$2,507	$34	$0	$0	$2,541		$2,541
5348	2017 JU IMPROVEMENT REV BOND	$27,796	$0	$0	$0	$27,796		$27,796
5349	2018 JU IMPROVEMENT REV BOND	$237,280	$1,002	$0	$0	$238,282		$238,282
5350	WATER CAPITAL IMPROVEMENTS	$1,924,815	$37,882	($2,265,137)	$350,000	$47,560		$47,560
5360	WATER EQUIPMENT REPL RESERVE	$1,473,648	$8,027	($2,146,339)	$675,000	$10,336		$10,336
5374	WATER05A BOND PROJECTS	$5,308	$0	$0	$0	$5,308		$5,308
5375	WATER06 BOND PROJECTS	$64,632	$0	$0	$0	$64,632		$64,632
5377	WATER NMFA LOAN PROJECTS	$9,723	$0	$0	$0	$9,723		$9,723

FISCAL YEAR 2024 PROPOSED BUDGET
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FUND #	Fund Name	BEGINNING BALANCE	REVENUES	EXPENDITURES	NET TRANSFERS	ENDING BALANCE	RESERVE	AVAILABLE BALANCE
5378	WATER07 NMFA PROJECTS	$91,709	$300	($56,155)	$0	$35,854		$35,854
5379	WATER14 BOND PROJECTS	$61,622	$1,254	$0	$0	$62,876		$62,876
5385	WATER20A DEBT SERVICE	$27,657	$100	$0	$0	$27,757		$27,757
5389	WATER14 DEBT SERVICE	$118,942	$1,330	$0	$0	$120,272		$120,272
5395	WATER20A PROJECT	$1,954,006	$50,000	($1,878,849)	$0	$125,157		$125,157
5396	WATER14 BOND PROJECTS	$890,133	$2,692	$0	$0	$892,825		$892,825
5400	WASTEWATER OPERATIONS	$1,248,326	$15,562,938	($15,798,609)	($275,000)	$737,655		$737,655
5401	WASTEWATER DEVELOPMENT	$7,236,857	$1,818,973	($792,694)	$100,000	$8,363,136		$8,363,136
5405	WW CONTINGENCY FUND	$168,607	$0	($100,000)	$0	$68,607		$68,607
5420	WW WATER RECLAMATION PROJECT	$917,703	$1,092	($919,297)	$1,000,000	$999,498		$999,498
5431	WW09 DEBT SERVICE	$12,511	$209	$0	$0	$12,720		$12,720
5432	WW10 DEBT SERVICE	$321,244	$1,492	$0	$0	$322,736		$322,736
5435	WW15 DEBT SERVICE	$163,765	$1,871	$0	$0	$165,636		$165,636
5436	WW15A DEBT SERVICE	$26,695	$444	$0	$0	$27,139		$27,139
5441	WW20B DEBT SERVICE	$21,658	$200	$0	$0	$21,858		$21,858
5442	WW10 DEBT SERVICE RESERVE	$29	$29	$0	$0	$58		$58
5445	WW15 BOND PROJECTS	$458,877	$0	$0	$0	$458,877		$458,877
5446	WW15A BOND PROJECTS	$9,366	$0	$0	$0	$9,366		$9,366
5447	2017 JU IMPROVEMENT REV BOND	$3,976	$0	$0	$0	$3,976		$3,976
5450	WASTEWATER CAPITAL IMPROVEMENT	$2,931,197	$1,758,652	($4,107,847)	$0	$582,002		$582,002
5451	WW20B PROJECTS	$194,502	$50,000	$0	$0	$244,502		$244,502
5460	WASTEWATER EQUIP REPL RESERVE	$395,511	$7,940	($673,508)	$275,000	$4,943		$4,943
5479	WW14 BOND PROJECTS	$195	$62	$0	$0	$257		$257
5481	WW14 DEBT SERVICE	$150,668	$154	$0	$0	$150,822		$150,822
5485	WW20A DEBT SERVICE	$8,602	$0	$0	$0	$8,602		$8,602
5491	WW14 BOND PROJECTS	$424	$424	$0	$0	$848		$848
5495	WW20A PROJECT	$61,023	$10,000	$0	$0	$71,023		$71,023
5500	SOLID WASTE OPERATIONS	$1,409,697	$17,478,368	($19,323,347)	$557,383	$122,101		$122,101
5505	SOLID WASTE CONTINGENCY FUND	$986,628	$0	($150,000)	$0	$836,628		$836,628
5510	SOLID WASTE LANDFILL CLOSURE	$3,197,414	$7,953	($868,375)	$0	$2,336,992		$2,336,992
5560	SOLID WASTE EQUIP REPL RESERVE	$5,124,444	$6,855	($4,501,169)	$0	$630,130		$630,130
5587	SW NMFA LOAN DEBT SERVICE	$427,954	$1,935	$0	$0	$429,889		$429,889
5920	TRANSIT OPERATING	($541,492)	$2,130,171	($4,555,724)	$3,991,355	$1,024,310		$1,024,310
5921	TRANSIT GRANTS	$2	$0	$0	$0	$2		$2
5923	TRANSIT CAPITAL	$7,608,979	$19,699,498	($26,346,744)	$870,618	$1,832,352		$1,832,352
5930	ALTERNATIVE FUELS	$5,000	$0	$0	$0	$5,000		$5,000
Enterprise Funds Total		**$51,485,592**	**$136,361,289**	**($167,391,952)**	**$6,874,973**	**$27,329,902**		**$27,329,902**
INTERNAL SERVICE FUNDS								
6150	FLEET SERVICES	$2,935,313	$8,926,400	($8,519,975)	$0	$3,341,738		$3,341,738
6310	UNEMPLOYMENT RESERVE	$1,279,827	$0	$0	$0	$1,279,827		$1,279,827
6320	EMPLOYEE HEALTH	$415,304	$0	$0	$0	$415,304		$415,304
6330	WORKERS COMPENSATION	$1,707,446	$0	($2,222,694)	$890,000	$374,751		$374,751
6340	LIABILITY CLAIMS	$1,541,414	$0	($7,304,072)	$6,300,000	$537,342		$537,342
INTERNAL SERVICE FUNDS Total		**$7,879,303**	**$8,926,400**	**($18,046,741)**	**$7,190,000**	**$5,948,962**		**$5,948,962**
AGENCY FUNDS								
7410	MV REGIONAL DISPATCH AUTHORITY	$2,166,721	$5,196,533	($5,816,533)	$0	$1,546,721		$1,546,721
7420	METRO NARCOTICS AGENCY	$564,240	$681,086	($681,086)	$0	$564,240		$564,240
7440	ANIMAL SERVICES CENTER	$303,982	$4,533,501	($4,533,501)	$0	$303,982		$303,982
7441	ASCMV CAPITAL	$28,000	$0	$0	$0	$28,000		$28,000
7470	BRANIGAN ESTATE	$841,426	$0	($260,000)	$0	$581,426		$581,426
7480	GIFTS AND MEMORIALS	$521,838	$21,355	($465,902)	$0	$77,291		$77,291
7481	VETERANS MEMORIAL WALL	$24,348	$1,000	($1,000)	$0	$24,348		$24,348
7492	HIDTA-CLC	$0	$1,470,258	($1,470,258)	$0	$0		$0
AGENCY FUNDS Total		**$4,450,554**	**$11,903,733**	**($13,228,280)**	**$0**	**$3,126,007**		**$3,126,007**

FISCAL YEAR 2024 PROPOSED BUDGET
MAY 15, 2023

FUND #	Fund Name	BEGINNING BALANCE	REVENUES	EXPENDITURES	NET TRANSFERS	ENDING BALANCE	RESERVE	AVAILABLE BALANCE
SOUTH CENTRAL SOLID WASTE AUTHORITY								
8100	SC SOLID WASTE AUTHORITY	$5,412,567	$13,038,533	($9,823,815)	$950,000	$9,577,285		$9,577,285
8110	SCSWA CLOSURE/POST CLOSURE	$320,771	$0	$0	$0	$320,771		$320,771
8115	SCSWA ENVIRONMENTAL IMP FEES	($57,594)	$334,211	($201,000)	$0	$75,617		$75,617
8120	SCSWA DEBT CAPITAL PROJECTS	$2,113,219	$0	$0	$0	$2,113,219		$2,113,219
8150	SCSWA CAPITAL IMPROVEMENTS	$17,931	$0	$0	$0	$17,931		$17,931
8160	SCSWA EQUIPMENT REPLACEMENT	$751	$0	$0	$0	$751		$751
8170	SCSWA RECYCLING	$1,933,080	$5,206,453	($2,794,012)	($400,000)	$3,945,521		$3,945,521
8180	COMMUNITY COLLECTION CTRS	$373,494	$1,613,551	($1,427,204)	($100,000)	$459,841		$459,841
8190	SUNLAND PARK SOLID WASTE	$589,600	$1,272,510	($937,209)	($250,000)	$674,901		$674,901
SOUTH CENTRAL SOLID WASTE AUTHORITY Total		**$10,703,819**	**$21,465,258**	**($15,183,240)**	**$200,000**	**$17,185,837**		**$17,185,837**
TREASURY FUNDS								
9410	MVRDA GENERAL CAPITAL ASSETS	$0	$0	$0	$0	$0		$0
9420	METRO NARC GEN CAPITAL ASSETS	$0	$0	$0	$0	$0		$0
9440	ASCMV GENERAL CAPITAL ASSETS	$0	$0	$0	$0	$0		$0
9800	RIO GRANDE NATURAL GAS ASSOC	$0	$0	$0	$0	$0		$0
9900	GENERAL CAPITAL ASSETS-CITY	$0	$0	$0	$0	$0		$0
9910	GENERAL LONG-TERM LIABILITIES	$0	$0	$0	$0	$0		$0
9995	UNREALIZED FMV ADJUSTMENT	$0	$0	$0	$0	$0		$0
9999	CASH & INVESTMENT POOL	$0	$0	$0	$0	$0		$0
TREASURY FUNDS Total		**$0**	**$0**	**$0**	**$0**	**$0**		**$0**
ENDING BALANCE		**$299,482,983**	**$414,058,675**	**($519,007,880)**	**$200,000**	**$194,733,777**	**($24,674,597)**	**$170,059,180**

GENERAL FUND SUMMARY - FUND 1000
FY2024 PROPOSED BUDGET
MAY 15, 2023

	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
RESOURCES				
BEGINNING BALANCE	$ 37,632,188	$ 52,144,286	$ 52,144,286	$ 64,287,294
REVENUES				
GROSS RECEIPTS TAX	$ 107,195,508	$ 110,475,278	$ 113,059,127	$ 108,485,953
PROPERTY TAX	$ 13,330,826	$ 13,490,917	$ 13,490,917	$ 14,523,222
EXCISE AND OTHER TAXES	$ 6,623,049	$ 6,103,173	$ 6,515,598	$ 6,301,476
OTHER REVENUES	$ 11,150,358	$ 8,084,150	$ 8,063,383	$ 9,432,481
GRANTS	$ 15,568	$ -	$ -	$ -
REVENUES Total	$ 138,315,310	$ 138,153,518	$ 141,129,025	$ 138,743,132
RESOURCES Total	$ 175,947,498	$ 190,297,804	$ 193,273,311	$ 203,030,426
EXPENDITURES				
CITY MANAGER	$ (2,684,981)	(4,723,185)	$ (3,198,708)	$ (6,184,807)
COMMUNITY DEVELOPMENT	$ (4,261,373)	(4,987,586)	$ (4,908,687)	$ (5,126,783)
ECONOMIC DEVELOPMENT	$ (2,906,825)	(5,279,481)	$ (3,624,860)	$ (5,599,439)
FIRE & EMERGENCY SERVICES	$ (18,405,875)	(20,568,112)	$ (18,306,179)	$ (21,499,970)
LEGAL	$ (2,632,698)	(3,400,663)	$ (3,097,994)	$ (4,056,746)
MAYOR AND COUNCIL ADMIN	$ (552,654)	(699,340)	$ (599,340)	$ (634,035)
MUNICIPAL COURT	$ (1,329,290)	(1,728,979)	$ (1,509,705)	$ (2,106,314)
PARKS & RECREATION	$ (13,168,075)	(18,460,972)	$ (15,688,379)	$ (18,511,133)
POLICE	$ (25,695,924)	(27,602,881)	$ (26,981,021)	$ (34,427,913)
PUBLIC WORKS	$ (8,778,409)	(10,285,620)	$ (10,206,725)	$ (10,479,096)
QUALITY OF LIFE	$ (7,126,772)	(8,445,792)	$ (7,616,482)	$ (9,985,903)
AGENCIES	$ (4,833,579)	(6,498,658)	$ (5,332,858)	$ (4,781,377)
ASSISTANT CITY MANAGER'S OFF	$ (4,839,210)	(5,889,683)	$ (5,433,457)	$ (6,584,453)
HUMAN RESOURCES	$ (1,420,690)	(2,316,368)	$ (2,214,849)	$ (2,963,775)
INFORMATION TECHNOLOGY	$ (5,580,358)	(6,130,713)	$ (5,899,708)	$ (6,352,616)
CHIEF ADMINISTRATIVE OFFICER	$ (1,004,723)	(1,225,375)	$ (1,079,704)	$ (1,285,726)
FINANCIAL SERVICES	$ (5,578,269)	(7,072,715)	$ (5,862,563)	$ (7,467,500)
EXPENDITURES Total	$ (110,799,707)	(135,316,123)	$ (121,561,219)	$ (148,047,585)
NET TRANSFERS	$ (18,955,540)	(15,275,944)	$ (7,424,798)	$ (19,369,208)
ADJUSTMENT	$ 306,044	-	$ -	$ -
ENDING BALANCE	$ 46,498,295	39,705,737	64,287,294	35,613,633
2/12 RESERVE OPERATING	$ (18,466,618)	(22,552,687)	(20,260,203)	(24,674,597)
AVAILABLE BALANCE	$ 28,031,677	17,153,050	44,027,090	10,939,036

TRANSFERS BETWEEN FUNDS
FY 2024 PROPOSED BUDGET
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From Fund	Project	Project name	To Fund	Project	Transfer Amount
General Funds					
1000	GENERAL FUND				
1000	91200	VEHICLE ACQUISITION	1200	91000	$ 2,744,915.00
1000	91400	FACILITIES MAINTENANCE	1400	91000	$ 125,000.00
1000	92440	PRISONER CARE	2440	91000	$ 1,000,000.00
1000	92780	GRIGGS WALNUT PLUME REMED	2780	91000	$ 400,000.00
1000	93288	2014 MGRT STREETS DS	3288	91000	$ 520,094.00
1000	93292	2015 GRT BOND REFUNDING	3292	91000	$ 1,201,371.00
1000	93616	2007 NMFA FIRE EQPT DS	3616	91000	$ 531,793.00
1000	93617	2007 NMFA PW EQPT DS	3617	91000	$ 421,920.00
1000	93618	2008 NMFA GRIGGS WLNT PLUME DS	3618	91000	$ 92,645.00
1000	93632	2017 NMFA	3632	91000	$ 295,242.00
1000	93810	HUD SECTION 108 LOAN-MONAS	3810	91000	$ 153,130.00
1000	94202	GRT STREET MAINTENANCE	4202	91000	$ 4,500,000.00
1000	95420	WW WATER RECLAMATION PROJECT	5420	91000	$ 1,000,000.00
1000	96330	WORKERS COMPENSATION	6330	91000	$ 890,000.00
1000	96340	LIABILITY CLAIMS	6340	91000	$ 4,300,000.00
1000	93633	2018 NMFA FIRE EQUIPMENT DS	3633	91000	$ 224,173.00
1000	95010	AIRPORT FUND	5010	91000	$ 713,000.00
1000	93634	20 NMFA ST	3634	91000	$ 255,925.00
1000	**GENERAL FUND Total**				**$ 19,369,208.00**
1200	VEHICLE ACQUISITION				
1200	93617	2007 NMFA PW EQPT DS	3617	91200	$ 44,915.00
1200	**VEHICLE ACQUISITION Total**				**$ 44,915.00**
1500	HHR CONTINGENCY				
1500	93226	2017 SSGRT	3226	91500	$ 797,113.00
1500	93282	2011 GRT FAC DEBT SERVICE	3282	91500	$ 1,042,365.00
1500	93286	2014 SSGRT E. MESA FACILITY DS	3286	91500	$ 237,444.00
1500	93293	2015A HOLD HARMLESS DS	3293	91500	$ 1,602,400.00
1500	93294	2015B HOLD HARMLESS DS	3294	91500	$ 295,921.00
1500	93619	2008 NMFA FLOOD CTL DS	3619	91500	$ 1,251,774.00
1500	94202	GRT STREET MAINTENANCE	4202	91500	$ 2,000,000.00
1500	95920	TRANSIT OPERATING	5920	91500	$ 3,991,354.60
1500	96340	LIABILITY CLAIMS	6340	91500	$ 2,000,000.00
1500	95010	AIRPORT FUND	5010	91500	$ 300,000.00
1500	93620	20A NMFA D	3620	91500	$ 1,061,917.00
1500	93621	2020B NMFA FAC ESP	3621	91500	$ 433,063.00
1500	**HHR CONTINGENCY Total**				**$ 15,013,351.60**

TRANSFERS BETWEEN FUNDS
FY 2024 PROPOSED BUDGET
MAY 15, 2023

From Fund	Project	Project name	To Fund	Project	Transfer Amount
Special Revenue					
2450	PUBLIC SAFETY IMPACT FEE				
2450	93286	2014 SSGRT E. MESA FACILITY DS	3286	92450	$ 729,531.00
2450	PUBLIC SAFETY IMPACT FEE Total				**$ 729,531.00**
2650	FLOOD CONTROL OPERATIONS				
2650	93225	2016 FLOOD CONTROL	3225	92650	$ 321,034.00
2650	93290	2014 MGRT FLOOD PROJECTS	3290	92650	$ 113,300.00
2650	93617	2007 NMFA PW EQPT DS	3617	92650	$ 22,457.00
2650	94400	FLOOD CONTROL	4400	92650	$ 1,500,000.00
2650	93635	20 NMFA FL	3635	92650	$ 194,612.00
2650	FLOOD CONTROL OPERATIONS Total				**$ 2,151,403.00**
2705	TELSHOR FACILITY				
2705	95923	TRANSIT CAPITAL	5923	92705	$ 870,618.00
2705	TELSHOR FACILITY Total				**$ 870,618.00**
2810	GAS TAX				
2810	93617	2007 NMFA PW EQPT DS	3617	92810	$ 44,914.00
2810	93624	2011 NMFA REFUNDING DS	3624	92810	$ 399,499.00
2810	GAS TAX Total				**$ 444,413.00**
2815	TIDD DEDICATED REVENUES				
2815	91500	HHR CONTINGENCY	1500	92815	$ 500,000.00
2815	94270	TIDD PROJECTS	4270	92815	$ 8,515,501.00
2815	TIDD DEDICATED REVENUES Total				**$ 9,015,501.00**
2825	LAS CRUCES CONVENTION CTR FEES				
2825	93280	2010 SSGRT CONVENTION CTR DS	3280	92825	$ 1,111,106.00
2825	LAS CRUCES CONVENTION CTR FEES Total				**$ 1,111,106.00**
Enterprise Funds					
5100	UTILITIES SHARED SERVICES				
5100	95160	SHARED SVCS EQUIP REPL RESERVE	5160	95100	$ 285,000.00
5100	UTILITIES SHARED SERVICES Total				**$ 285,000.00**

TRANSFERS BETWEEN FUNDS
FY 2024 PROPOSED BUDGET
MAY 15, 2023

From Fund	Project	Project name	To Fund	Project	Transfer Amount
5200	GAS OPERATIONS				
5200	95500	SOLID WASTE OPERATIONS	5500	95200	$ 557,383.00
5200	GAS OPERATIONS Total				**$ 557,383.00**
5260	GAS EQUIPMENT REPLACE RESERVE				
5260	95200	GAS OPERATIONS	5200	95260	$ 400,000.00
5260	GAS EQUIPMENT REPLACE RESERVE Total				**$ 400,000.00**
5300	WATER OPERATIONS				
5300	95350	WATER CAPITAL IMPROVEMENTS	5350	95300	$ 100,000.00
5300	95360	WATER EQUIPMENT REPL RESERVE	5360	95300	$ 675,000.00
5300	WATER OPERATIONS Total				**$ 775,000.00**
5301	WATER DEVELOPMENT				
5301	95401	WASTEWATER DEVELOPMENT	5401	95301	$ 100,000.00
5301	WATER DEVELOPMENT Total				**$ 100,000.00**
5305	WATER CONTINGENCY FUND				
5305	95350	WATER CAPITAL IMPROVEMENTS	5350	95305	$ 250,000.00
5305	WATER CONTINGENCY FUND Total				**$ 250,000.00**
5400	WASTEWATER OPERATIONS				
5400	95460	WASTEWATER EQUIP REPL RESERVE	5460	95400	$ 275,000.00
5400	WASTEWATER OPERATIONS Total				**$ 275,000.00**
SCSWA					
8170	SCSWA RECYCLING				
8170	98100	SC SOLID WASTE AUTHORITY	8100	98170	$ 500,000.00
8170	**SCSWA RECYCLING Total**				**$ 500,000.00**
8180	COMMUNITY COLLECTION CTRS				
8180	98100	SC SOLID WASTE AUTHORITY	8100	98180	$ 100,000.00
8180	**COMMUNITY COLLECTION CTRS Total**				**$ 100,000.00**
8190	SUNLAND PARK SOLID WASTE				
8190	98100	SC SOLID WASTE AUTHORITY	8100	98190	$ 250,000.00
8190	SUNLAND PARK SOLID WASTE Total				**$ 250,000.00**
Grand Total					**$ 52,242,429.60**

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
General Funds					
1000	GENERAL FUND				
	BEGINNING BALANCE	$ 37,632,188	$ 52,144,286	$ 52,144,286	$ 64,287,294
	REVENUES	$ 138,315,310	$ 138,153,518	$ 141,129,025	$ 138,743,132
	EXPENDITURES	$ (110,799,707)	$ (135,316,123)	$ (121,561,219)	$ (148,047,585)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ (18,955,540)	$ (15,275,944)	$ (7,424,798)	$ (19,369,208)
	ADJUSTMENT	$ 306,044			
	GENERAL FUND Ending Balance	$ 46,498,295	$ 39,705,737	$ 64,287,294	$ 35,613,633
1001	PAYROLL CLEARING				
	BEGINNING BALANCE	$ 1,903	$ 1,904	$ 1,904	$ 1,904
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	ADJUSTMENT				
	PAYROLL CLEARING Ending Balance	$ 1,903	$ 1,904	$ 1,904	$ 1,904
1030	ECONOMIC DEVELOPMENT				
	BEGINNING BALANCE	$ 2,060,662	$ 1,521,328	$ 1,521,328	$ 1,317,841
	REVENUES	$ 32,503	$ -	$ 15,000	$ -
	EXPENDITURES	(208,221)	(913,487)	$ (218,487)	$ (537,418)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	ECONOMIC DEVELOPMENT Ending Balance	$ 1,884,944	$ 607,841	$ 1,317,841	$ 780,422
1200	VEHICLE ACQUISITION				
	BEGINNING BALANCE	$ 799,921	$ 854,875	$ 854,875	$ 663,765
	REVENUES	$ (22,654)	$ -	$ 13,153	$ -
	EXPENDITURES	$ (3,190,431)	$ (2,532,068)	$ (1,881,455)	$ (3,345,613)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 2,395,739	$ 1,677,193	$ 1,677,193	$ 2,700,000
	ADJUSTMENT				
	VEHICLE ACQUISITION Ending Balance	$ (17,425)	$ (0)	$ 663,765	$ 18,153
1400	FACILITIES MAINTENANCE				
	BEGINNING BALANCE	$ 1,409,603	$ 1,650,882	$ 1,650,882	$ 1,561,222
	REVENUES	$ 215,658	$ 1,785	$ 11,000	$ 2,100
	EXPENDITURES	$ (242,663)	$ (1,748,790)	$ (196,783)	$ (1,688,322)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 845,400	$ 96,123	$ 96,123	$ 125,000
	ADJUSTMENT				
	FACILITIES MAINTENANCE Ending Balance	$ 2,227,998	$ (0)	$ 1,561,222	$ (0)
1500	HHR CONTINGENCY				
	BEGINNING BALANCE	$ 6,198,908	$ 7,329,615	$ 7,329,615	$ 10,548,762
	REVENUES	$ 13,346,418	$ 10,941,798	$ 14,208,706	$ 14,640,868

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
1500	EXPENDITURES	$ (420,446)	$ (2,637,227)	$ (2,619,924)	$ (1,750,000)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (10,414,642)	$ (8,369,635)	$ (8,369,635)	$ (14,513,352)
	ADJUSTMENT				
	HHR CONTINGENCY Ending Balance	$ 8,710,238	$ 7,264,551	$ 10,548,762	$ 8,926,278
General Funds Total		$ 59,791,466	$ 47,580,032	$ 78,380,787	$ 45,340,390
Special Revenue Funds					
2000	HUD COMMUNITY DEVELOPMENT				
	BEGINNING BALANCE	$ 195,459	$ 34,247	$ 34,247	$ 525,733
	REVENUES	$ 1,888,588	$ 6,509,604	$ 5,118,437	$ 6,683,075
	EXPENDITURES	$ (1,888,588)	$ (6,379,889)	$ (4,626,950)	$ (6,687,842)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	HUD COMMUNITY DEVELOPMENT Ending Balance	$ 195,459	$ 163,962	$ 525,733	$ 520,966
2013	AFFORDABLE HOUSING TRUST				
	BEGINNING BALANCE	$ 523,349	$ 2,088,384	$ 2,088,384	$ 1,300,477
	REVENUES	$ -	$ -	$ 5,000	$ -
	EXPENDITURES	$ (1,211,577)	$ (792,907)	$ (792,907)	$ (792,907)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 1,155,000	$ -	$ -	$ -
	ADJUSTMENT				
	AFFORDABLE HOUSING TRUST Ending Balance	$ 466,772	$ 1,295,477	$ 1,300,477	$ 507,570
2100	SPECIAL REVENUE REIMB GRANTS				
	BEGINNING BALANCE	$ 1,456	$ 24,280	$ 24,280	$ 698,496
	REVENUES	$ 5,622,587	$ 27,367,936	$ 9,375,207	$ 20,791,798
	EXPENDITURES	$ (5,622,587)	$ (27,368,976)	$ (8,700,992)	$ (20,791,798)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	SPECIAL REVENUE REIMB GRANTS Ending Balance	$ 1,456	$ 23,240	$ 698,496	$ 698,496
2130	RECREATION PROJECTS				
	BEGINNING BALANCE	$ 87,533	$ 92,886	$ 92,886	$ 102,886
	REVENUES	$ 7,479	$ 10,000	$ 10,000	$ 10,000
	EXPENDITURES	$ -	$ (50,000)	$ -	$ (50,000)
	Ending Balance	$ 0	$ -	$ -	$ -
	ADJUSTMENT				
	RECREATION PROJECTS Ending Balance	$ 95,012	$ 52,886	$ 102,886	$ 62,886
2171	OLDER AMERICANS ACT PROGRAMS				
	BEGINNING BALANCE	$ (1,703)	$ (0)	$ (0)	$ (0)
	REVENUES	$ 1,325,510	$ -	$ -	$ -
	EXPENDITURES	$ (1,325,510)	$ -	$ -	$ -

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
2171	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	OLDER AMERICANS ACT PROGRAMS Ending Balance	$ (1,703)	$ (0)	$ (0)	$ (0)
2300	FIRE FUND				
	BEGINNING BALANCE	$ 294,057	$ 316,275	$ 316,275	$ 316,275
	REVENUES	$ 1,103,788	$ 1,538,706	$ 1,123,443	$ 1,487,189
	EXPENDITURES	$ (1,103,788)	$ (1,538,706)	$ (1,123,443)	$ (1,487,189)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	FIRE FUND Ending Balance	$ 294,057	$ 316,275	$ 316,275	$ 316,275
2303	EMERGENCY MEDICAL SERVICES				
	BEGINNING BALANCE	$ 776	$ 164	$ 164	$ 164
	REVENUES	$ 14,453	$ 20,000	$ 15,000	$ 20,000
	EXPENDITURES	$ (14,453)	$ (20,000)	$ (15,000)	$ (20,000)
	Ending Balance	$ (0)	$ -	$ -	$ -
	ADJUSTMENT				
	EMERGENCY MEDICAL SERVICES Ending Balance	$ 776	$ 164	$ 164	$ 164
2401	POLICE PROTECTION FUND				
	BEGINNING BALANCE	$ 20,240	$ 17,308	$ 17,308	$ 17,308
	REVENUES	$ 145,411	$ 224,000	$ 224,000	$ 236,000
	EXPENDITURES	$ (145,411)	$ (224,000)	$ (224,000)	$ (236,000)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (17,308)	$ -	$ -
	ADJUSTMENT				
	POLICE PROTECTION FUND Ending Balance	$ 20,240	$ (0)	$ 17,308	$ 17,308
2402	COURT AWARDED FUNDS				
	BEGINNING BALANCE	$ (34,744)	$ -	$ -	$ -
	REVENUES	$ 0	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 43	$ -	$ -	$ -
	ADJUSTMENT				
	COURT AWARDED FUNDS Ending Balance	$ (34,701)	$ -	$ -	$ -
2403	SEIZED ASSETS - TREASURY				
	BEGINNING BALANCE	$ 3,295	$ -	$ -	$ -
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	SEIZED ASSETS - STATE Ending Balance	$ -	$ -	$ -	$ -

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
2410	KEEP LAS CRUCES BEAUTIFUL				
	BEGINNING BALANCE	$ 355	$ -	$ -	$ -
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (355)	$ -	$ -	$ -
	ADJUSTMENT				
	KEEP LAS CRUCES BEAUTIFUL Ending Balance	$ (0)	$ -	$ -	$ -
2421	DWI PREVENTION				
	BEGINNING BALANCE	$ 10,341	$ 12,792	$ 12,792	$ 9,592
	REVENUES	$ 8,600	$ 10,000	$ 8,800	$ 10,000
	EXPENDITURES	$ (7,036)	$ (10,000)	$ (12,000)	$ (10,000)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	DWI PREVENTION Ending Balance	$ 11,905	$ 12,792	$ 9,592	$ 9,592
2423	TRAFFIC SAFETY EDUCATION				
	BEGINNING BALANCE	$ 73,403	$ 34,941	$ 34,941	$ 10,796
	REVENUES	$ 5,435	$ 30,316	$ 6,171	$ 10,316
	EXPENDITURES	$ (27,935)	$ (30,316)	$ (30,316)	$ (20,316)
	Ending Balance	$ 0	$ -	$ -	$ -
	ADJUSTMENT				
	TRAFFIC SAFETY EDUCATION Ending Balance	$ 50,903	$ 34,941	$ 10,796	$ 796
2440	PRISONER CARE				
	BEGINNING BALANCE	$ (363,873)	$ 1,678,069	$ 1,678,069	$ 1,708,069
	REVENUES	$ 39,427	$ -	$ -	$ -
	EXPENDITURES	$ (26,730)	$ (500,000)	$ (720,000)	$ (750,000)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (500,000)	$ 750,000	$ 1,000,000
	ADJUSTMENT				
	PRISONER CARE Ending Balance	$ (351,176)	$ 678,069	$ 1,708,069	$ 1,958,069
2450	PUBLIC SAFETY IMPACT FEE				
	BEGINNING BALANCE	$ 828,004	$ 553,100	$ 553,100	$ 353,482
	REVENUES	$ 684,763	$ 550,000	$ 550,000	$ 550,000
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ (694,607)	$ (749,618)	$ (749,618)	$ (729,531)
	ADJUSTMENT				
	PUBLIC SAFETY IMPACT FEE Ending Balance	$ 818,160	$ 353,482	$ 353,482	$ 173,951
2470	DEPT OF JUSTICE PROGRAMS				
	BEGINNING BALANCE	$ 55	$ -	$ -	$ -
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
2470	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (55)	$ -	$ -	$ -
	ADJUSTMENT				
	DEPT OF JUSTICE PROGRAMS Ending Balance	**$ 0**	**$ -**	**$ -**	**$ -**
2472	VEHICLE FORFEITURE				
	BEGINNING BALANCE	$ 122,010	$ 109,944	$ 109,944	$ 105,144
	REVENUES	$ 11,260	$ -	$ -	$ -
	EXPENDITURES	$ (5,136)	$ (5,200)	$ (4,800)	$ (5,200)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	VEHICLE FORFEITURE Ending Balance	**$ 128,135**	**$ 104,744**	**$ 105,144**	**$ 99,944**
2490	JUDICIAL EDUCATION				
	BEGINNING BALANCE	$ (601)	$ 3,263	$ 3,263	$ 3,263
	REVENUES	$ 8,575	$ 20,000	$ 10,000	$ 10,000
	EXPENDITURES	$ (7,333)	$ (20,000)	$ (10,000)	$ (10,000)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	JUDICIAL EDUCATION Ending Balance	**$ 641**	**$ 3,263**	**$ 3,263**	**$ 3,263**
2491	COURT AUTOMATION				
	BEGINNING BALANCE	$ 493,435	$ 473,536	$ 473,536	$ 425,536
	REVENUES	$ 28,262	$ 57,200	$ 44,000	$ 41,000
	EXPENDITURES	$ (47,470)	$ (113,100)	$ (92,000)	$ (113,100)
	Ending Balance	$ (0)	$ -	$ -	$ -
	ADJUSTMENT				
	COURT AUTOMATION Ending Balance	**$ 474,228**	**$ 417,636**	**$ 425,536**	**$ 353,436**
2600	STREET MAINTENANCE OPERATIONS				
	BEGINNING BALANCE	$ 4,275,786	$ 3,602,814	$ 3,602,814	$ -
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	STREET MAINTENANCE TRANS Ending Balance	**$ -**	**$ -**	**$ -**	**$ -**
2650	FLOOD CONTROL OPERATIONS				
	BEGINNING BALANCE	$ 2,846,837	$ 1,760,004	$ 1,760,004	$ 419,244
	REVENUES	$ 5,081,550	$ 5,151,053	$ 5,151,053	$ 5,557,369
	EXPENDITURES	$ (2,484,859)	$ (2,924,609)	$ (2,684,587)	$ (3,137,754)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ (4,770,199)	$ (3,807,226)	$ (3,807,226)	$ (2,151,403)
	ADJUSTMENT				
	FLOOD CONTROL OPERATIONS Ending Balance	**$ 673,329**	**$ 179,222**	**$ 419,244**	**$ 687,456**

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
2700	HEALTH CARE SERVICES MMC LEASE				
	BEGINNING BALANCE	$ 202,912	$ 7,837,120	$ 7,837,120	$ 5,608,324
	REVENUES	$ (97,804)	$ -	$ -	$ -
	EXPENDITURES	$ (981,552)	$ (5,168,000)	$ (2,228,796)	$ (3,531,204)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 5,280,000	$ (1,999,111)	$ -	$ -
	ADJUSTMENT				
	HEALTH CARE SERVICES MMC LEASE Ending Balance	$ 4,403,556	$ 670,010	$ 5,608,324	$ 2,077,120
2705	TELSHOR FACILITY				
	BEGINNING BALANCE	$ 47,065,797	$ 48,292,873	$ 48,292,873	$ 45,111,761
	REVENUES	$ (7,100,602)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ (3,018,000)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ (7,027,606)	$ (1,182,001)	$ (3,181,112)	$ (870,618)
	ADJUSTMENT				
	TELSHOR FACILITY Ending Balance	$ 32,937,589	$ 47,110,872	$ 45,111,761	$ 41,223,143
2710	CONVENTION & VISITORS BUREAU				
	BEGINNING BALANCE	$ 2,891,189	$ 3,555,743	$ 3,555,743	$ 3,782,433
	REVENUES	$ 2,992,441	$ 3,063,973	$ 2,814,454	$ 3,063,973
	EXPENDITURES	$ (1,535,169)	$ (2,679,574)	$ (2,587,764)	$ (3,095,170)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (150,000)	$ -	$ -
	ADJUSTMENT				
	CONVENTION & VISITORS BUREAU Ending Balance	$ 4,348,460	$ 3,790,142	$ 3,782,433	$ 3,751,236
2715	DOWNTOWN REVITALIZATION				
	BEGINNING BALANCE	$ 49,432	$ 49,643	$ 49,643	$ 49,643
	REVENUES	$ (756)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	DOWNTOWN REVITALIZATION Ending Balance	$ 48,676	$ 49,643	$ 49,643	$ 49,643
2750	NORTHRISE MORNINGSTAR SPL PRJ				
	BEGINNING BALANCE	$ 156,364	$ (0)	$ (0)	$ (0)
	REVENUES	$ (11,236)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (930,338)	$ -	$ -	$ -
	ADJUSTMENT				
	NORTHRISE MORNINGSTAR SPL PRJ Ending Balance	$ (785,210)	$ (0)	$ (0)	$ (0)

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
2751	SONOMA RANCH SPECIAL PROJECT				
	BEGINNING BALANCE	$ 13,094	$ -	$ -	$ -
	REVENUES	$ (10,552)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ (872,477)	$ -	$ -	$ -
	ADJUSTMENT				
	SONOMA RANCH SPECIAL PROJECT Ending Balance	$ (869,934)	$ -	$ -	$ -
2770	VALLEY VIEW HESKE GARDEN				
	BEGINNING BALANCE	$ 175,946	$ 165,246	$ 165,246	$ 160,246
	REVENUES	$ (2,586)	$ -	$ -	$ -
	EXPENDITURES	$ (4,794)	$ (5,000)	$ (5,000)	$ (5,000)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	VALLEY VIEW HESKE GARDEN Ending Balance	$ 168,566	$ 160,246	$ 160,246	$ 155,246
2780	GRIGGS WALNUT PLUME REMED				
	BEGINNING BALANCE	$ 3,554,637	$ 5,989,914	$ 5,989,914	$ 5,275,487
	REVENUES	$ 104,980	$ 218,324	$ 218,324	$ 218,324
	EXPENDITURES	$ (2,088,129)	$ (1,332,751)	$ (1,332,751)	$ (1,458,178)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 400,000	$ 400,000	$ 400,000	$ 400,000
	ADJUSTMENT				
	GRIGGS WALNUT PLUME REMED Ending Balance	$ 1,971,488	$ 5,275,487	$ 5,275,487	$ 4,435,633
2790	ALARM FEES AND FINES				
	BEGINNING BALANCE	$ 1,211	$ 1,540	$ 1,540	$ 1,540
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (1,540)	$ -	$ -
	ADJUSTMENT				
	ALARM FEES AND FINES Ending Balance	$ 1,211	$ -	$ 1,540	$ 1,540
2800	ENVIRONMENTAL GROSS REC TAX				
	BEGINNING BALANCE	$ 319,688	$ -	$ -	$ -
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (315,326)	$ -	$ -	$ -
	ADJUSTMENT				
	ENVIRONMENTAL GROSS REC TAX Ending Balance	$ 4,362	$ -	$ -	$ -

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
2810	GAS TAX				
	BEGINNING BALANCE	$ 3,016,516	$ 2,774,067	$ 2,774,067	$ 2,659,008
	REVENUES	$ 1,760,530	$ 1,702,135	$ 1,810,580	$ 2,002,450
	EXPENDITURES	$ (1,127,907)	$ (2,166,428)	$ (1,481,377)	$ (2,863,754)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 481,824	$ (444,262)	$ (444,262)	$ (444,413)
	ADJUSTMENT				
	GAS TAX Ending Balance	$ 4,130,963	$ 1,865,512	$ 2,659,008	$ 1,353,291
2815	TIDD DEDICATED REVENUES				
	BEGINNING BALANCE	$ 4,217,344	$ 7,168,347	$ 7,168,347	$ 9,798,977
	REVENUES	$ 4,688,784	$ 5,330,200	$ 5,790,630	$ 5,330,200
	EXPENDITURES	$ (131,470)	$ (118,500)	$ (60,000)	$ (955,000)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ (1,700,000)	$ (3,100,000)	$ (3,100,000)	$ (9,015,501)
	ADJUSTMENT				
	TIDD DEDICATED REVENUES Ending Balance	$ 7,074,658	$ 9,280,047	$ 9,798,977	$ 5,158,676
2825	LAS CRUCES CONVENTION CTR FEES				
	BEGINNING BALANCE	$ 197,812	$ 612,560	$ 612,560	$ 240,478
	REVENUES	$ 1,326,313	$ 1,532,005	$ 1,362,724	$ 1,400,000
	EXPENDITURES	$ -	$ (625,000)	$ (625,000)	$ (525,000)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ (1,111,856)	$ (1,109,806)	$ (1,109,806)	$ (1,111,106)
	ADJUSTMENT				
	LAS CRUCES CONVENTION CTR FEES Ending Balance	$ 412,269	$ 409,759	$ 240,478	$ 4,372
Special Revenue Funds Total		$ 60,969,201	$ 72,247,870	$ 78,684,362	$ 63,620,072
Debt Service Funds					
3200	COMPLETED DEBT SERVICE				
	BEGINNING BALANCE	$ 197,812	$ -	$ -	$ -
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	COMPLETED DEBT SERVICE Ending Balance	$ 197,812	$ -	$ -	$ -
3225	2016 FLOOD CONTROL				
	BEGINNING BALANCE	$ 100,245	$ 59,857	$ 59,857	$ 58,691
	REVENUES	$ (3,577)	$ -	$ -	$ -
	EXPENDITURES	$ (350,200)	$ (336,200)	$ (336,200)	$ (322,200)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 349,034	$ 335,034	$ 335,034	$ 321,034
	ADJUSTMENT				
	2016 FLOOD CONTROL Ending Balance	$ 95,502	$ 58,691	$ 58,691	$ 57,525

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
3226	2017 SSGRT FAC & STREETS DS				
	BEGINNING BALANCE	$ 213,126	$ 100,720	$ 100,720	$ 98,033
	REVENUES	$ (7,814)	$ -	$ -	$ -
	EXPENDITURES	$ (864,300)	$ (832,050)	$ (832,050)	$ (799,800)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 861,613	$ 829,363	$ 829,363	$ 797,113
	ADJUSTMENT				
	2017 SSGRT FAC & STREETS DS Ending Balance	$ 202,625	$ 98,033	$ 98,033	$ 95,346
3275	2010A MGRT STREET DS				
	BEGINNING BALANCE	$ 57,898	$ 15,810	$ 15,810	$ 15,810
	REVENUES	$ (244)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2010A MGRT STREET DS Ending Balance	$ 57,654	$ 15,810	$ 15,810	$ 15,810
3277	2010B MGRT FLOOD CTL DS				
	BEGINNING BALANCE	$ 21,231	$ 5,732	$ 5,732	$ 5,732
	REVENUES	$ (89)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2010B MGRT FLOOD CTL DS Ending Balance	$ 21,142	$ 5,732	$ 5,732	$ 5,732
3280	2010 SSGRT CONVENTION CTR DS				
	BEGINNING BALANCE	$ 112,943	$ 420,793	$ 420,793	$ 420,943
	REVENUES	$ (15,722)	$ -	$ -	$ -
	EXPENDITURES	$ (1,112,056)	$ (1,109,656)	$ (1,109,656)	$ (1,111,457)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 1,111,856	$ 1,109,806	$ 1,109,806	$ 1,111,106
	ADJUSTMENT				
	2010 SSGRT CONVENTION CTR DS Ending Balance	$ 97,020	$ 420,943	$ 420,943	$ 420,592
3281	2010 SSGRT CONV CENTER RESERVE				
	BEGINNING BALANCE	$ 1,663,496	$ 3,370	$ 3,370	$ 3,370
	REVENUES	$ (1)	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2010 SSGRT CONV CENTER RESERVE Ending Balance	$ 1,663,495	$ 3,370	$ 3,370	$ 3,370
3282	2011 GRT FAC DEBT SERVICE				
	BEGINNING BALANCE	$ 127,578	$ 126,403	$ 126,403	$ 31,643
	REVENUES	$ (11,353)	$ -	$ -	$ -

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
3282	EXPENDITURES	$ (1,118,725)	$ (1,137,125)	$ (1,137,125)	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 1,120,257	$ 1,042,365	$ 1,042,365	$ 1,042,365
	ADJUSTMENT				
	2011 GRT FAC DEBT SERVICE Ending Balance	**$ 117,757**	**$ 31,643**	**$ 31,643**	**$ 1,074,008**
3284	2011 GRT FAC DEBT SERVICE				
	BEGINNING BALANCE	$ 10,309	$ 150	$ 150	$ 150
	REVENUES	$ (3)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2011 GRT FAC DEBT SERVICE Ending Balance	**$ 10,306**	**$ 150**	**$ 150**	**$ 150**
3286	2014 SSGRT E. MESA FACILITY DS				
	BEGINNING BALANCE	$ 117,381	$ 119,426	$ 119,426	$ 117,176
	REVENUES	$ (9,172)	$ -	$ -	$ -
	EXPENDITURES	$ (913,850)	$ (995,850)	$ (995,850)	$ (968,850)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 920,684	$ 993,600	$ 993,600	$ 966,975
	ADJUSTMENT				
	2014 SSGRT E. MESA FACILITY DS Ending Balance	**$ 115,043**	**$ 117,176**	**$ 117,176**	**$ 115,301**
3288	2014 MGRT STREETS DS				
	BEGINNING BALANCE	$ 68,673	$ 68,913	$ 68,913	$ 85,413
	REVENUES	$ (5,309)	$ -	$ -	$ -
	EXPENDITURES	$ (552,719)	$ (534,719)	$ (534,719)	$ (521,219)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 551,219	$ 551,219	$ 551,219	$ 520,094
	ADJUSTMENT				
	2014 MGRT STREETS DS Ending Balance	**$ 61,864**	**$ 85,413**	**$ 85,413**	**$ 84,288**
3290	2014 MGRT FLOOD PROJECTS				
	BEGINNING BALANCE	$ 18,532	$ 14,906	$ 14,906	$ 14,606
	REVENUES	$ (1,604)	$ -	$ -	$ -
	EXPENDITURES	$ (161,700)	$ (127,200)	$ (127,200)	$ (123,600)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 158,825	$ 126,900	$ 126,900	$ 113,300
	ADJUSTMENT				
	2014 MGRT FLOOD PROJECTS Ending Balance	**$ 14,053**	**$ 14,606**	**$ 14,606**	**$ 4,306**
3292	2015 GRT BOND REFUNDING				
	BEGINNING BALANCE	$ 120,819	$ 120,480	$ 120,480	$ 120,588
	REVENUES	$ (9,625)	$ -	$ -	$ -
	EXPENDITURES	$ (1,195,488)	$ (1,200,288)	$ (1,200,288)	$ (1,201,588)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 1,195,888	$ 1,200,396	$ 1,200,396	$ 1,201,371

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
3292	ADJUSTMENT				
	2015 GRT BOND REFUNDING Ending Balance	$ 111,594	$ 120,588	$ 120,588	$ 120,371
3293	2015A HOLD HARMLESS DS				
	BEGINNING BALANCE	$ 158,298	$ 156,681	$ 156,681	$ 157,036
	REVENUES	$ (12,561)	$ -	$ -	$ -
	EXPENDITURES	$ (1,601,525)	$ (1,598,025)	$ (1,598,025)	$ (1,602,275)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 1,601,234	$ 1,598,380	$ 1,598,380	$ 1,602,400
	ADJUSTMENT				
	2015A HOLD HARMLESS DS Ending Balance	$ 145,446	$ 157,036	$ 157,036	$ 157,161
3294	2015B HOLD HARMLESS DS				
	BEGINNING BALANCE	$ 32,934	$ 33,118	$ 33,118	$ 32,918
	REVENUES	$ (2,354)	$ -	$ -	$ -
	EXPENDITURES	$ (295,379)	$ (298,379)	$ (298,379)	$ (295,979)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 295,629	$ 298,179	$ 298,179	$ 295,921
	ADJUSTMENT				
	2015B HOLD HARMLESS DS Ending Balance	$ 30,830	$ 32,918	$ 32,918	$ 32,860
3295	2016 VAD BONDS				
	BEGINNING BALANCE	$ 1,928,685	$ 1,250,294	$ 1,250,294	$ 772,118
	REVENUES	$ 1,069,529	$ 1,071,352	$ 1,071,352	$ 1,071,352
	EXPENDITURES	$ (1,545,334)	$ (1,549,528)	$ (1,549,528)	$ (1,547,479)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2016 VAD BONDS Ending Balance	$ 1,452,880	$ 772,118	$ 772,118	$ 295,991
3510	2019 GO BOND DS				
	BEGINNING BALANCE	$ 5,819,259	$ 6,963,538	$ 6,963,538	$ 7,153,370
	REVENUES	$ 5,153,653	$ 6,441,436	$ 5,278,457	$ 5,684,973
	EXPENDITURES	$ (6,016,640)	$ (5,142,625)	$ (5,088,625)	$ (2,821,424)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2019 GO BOND DS Ending Balance	$ 4,956,271	$ 8,262,349	$ 7,153,370	$ 10,016,919
3612	2007 NMFA STR AND FIRE DS				
	BEGINNING BALANCE	$ (1)	$ (1,904)	$ (1,904)	$ -
	REVENUES	$ 2	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 1,904	$ 1,904	$ -
	ADJUSTMENT				
	2007 NMFA STR AND FIRE DS Ending Balance	$ 1	$ -	$ -	$ -

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
3616	2022 NMFA FIRE DS				
	BEGINNING BALANCE	$ (1)	$ -	$ -	$ 44,335
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ (363,945)	$ (363,945)	$ (532,032)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 408,281	$ 408,280	$ 531,793
	ADJUSTMENT				
	2022 NMFA FIRE DS Ending Balance	**$ (1)**	**$ 44,336**	**$ 44,335**	**$ 44,096**
3617	NMFA LOANS DSF				
	BEGINNING BALANCE	$ 60,068	$ 19,638	$ 19,638	$ 9,429
	REVENUES	$ (4,994)	$ -	$ -	$ -
	EXPENDITURES	$ (544,414)	$ (544,415)	$ (544,415)	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 544,415	$ 534,206	$ 534,206	$ 534,206
	ADJUSTMENT				
	NMFA LOANS DSF Ending Balance	**$ 55,075**	**$ 9,429**	**$ 9,429**	**$ 543,635**
3618	2008 NMFA GRIGGS WLNT PLUME DS				
	BEGINNING BALANCE	$ 567,202	$ 569,554	$ 569,554	$ 571,797
	REVENUES	$ (9,500)	$ 2,243	$ 2,243	$ 2,243
	EXPENDITURES	$ (92,644)	$ (92,645)	$ (92,645)	$ (93,042)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 92,646	$ 92,645	$ 92,645	$ 92,645
	ADJUSTMENT				
	2008 NMFA GRIGGS WLNT PLUME DS Ending Balance	**$ 557,704**	**$ 571,797**	**$ 571,797**	**$ 573,643**
3619	2018 HHGRT DS				
	BEGINNING BALANCE	$ 110,593	$ 108,351	$ 108,351	$ 108,530
	REVENUES	$ (11,700)	$ -	$ -	$ -
	EXPENDITURES	$ (1,245,557)	$ (1,249,629)	$ (1,249,629)	$ (1,251,771)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 1,245,896	$ 1,249,808	$ 1,249,808	$ 1,251,774
	ADJUSTMENT				
	2018 HHGRT DS Ending Balance	**$ 99,232**	**$ 108,530**	**$ 108,530**	**$ 108,533**
3620	2020A NMFA FACILITY SSGRT				
	BEGINNING BALANCE	$ 58,554	$ 54,014	$ 54,014	$ 89,869
	REVENUES	$ 1,065	$ -	$ -	$ -
	EXPENDITURES	$ (702,000)	$ (634,750)	$ (634,750)	$ (1,065,000)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 696,396	$ 670,605	$ 670,605	$ 1,061,917
	ADJUSTMENT				
	2020A NMFA FACILITY SSGRT Ending Balance	**$ 54,014**	**$ 89,869**	**$ 89,869**	**$ 86,786**
3621	2020B NMFA FACILITIES ESP				
	BEGINNING BALANCE	$ 36,955	$ 35,559	$ 35,559	$ 36,705

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
3621	REVENUES	$ 644	$ -	$ -	$ -
	EXPENDITURES	$ (403,500)	$ (418,250)	$ (418,250)	$ (432,000)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 401,460	$ 419,396	$ 419,396	$ 433,063
	ADJUSTMENT				
	2020B NMFA FACILITIES ESP Ending Balance	**$ 35,559**	**$ 36,705**	**$ 36,705**	**$ 37,768**
3623	2008 NMFA PARKING DECK DS				
	BEGINNING BALANCE	$ 31,106	$ 10,219	$ 10,219	$ 10,219
	REVENUES	$ (157)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2008 NMFA PARKING DECK DS Ending Balance	**$ 30,949**	**$ 10,219**	**$ 10,219**	**$ 10,219**
3624	2018 GAS DSF				
	BEGINNING BALANCE	$ 36,219	$ 61,062	$ 61,062	$ 61,080
	REVENUES	$ (79)	$ -	$ -	$ -
	EXPENDITURES	$ (399,534)	$ (399,330)	$ (399,330)	$ (399,538)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 421,166	$ 399,348	$ 399,348	$ 399,499
	ADJUSTMENT				
	2018 GAS DSF Ending Balance	**$ 57,773**	**$ 61,080**	**$ 61,080**	**$ 61,041**
3625	2010 NMFA FIRE APPARATUS				
	BEGINNING BALANCE	$ 17,662	$ 5,522	$ 5,522	$ 5,522
	REVENUES	$ (83)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2010 NMFA FIRE APPARATUS Ending Balance	**$ 17,579**	**$ 5,522**	**$ 5,522**	**$ 5,522**
3626	2011 NMFA FIRE APPARATUS				
	BEGINNING BALANCE	$ 2,637	$ 2,648	$ 2,648	$ 2,648
	REVENUES	$ (40)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2011 NMFA FIRE APPARATUS Ending Balance	**$ 2,597**	**$ 2,648**	**$ 2,648**	**$ 2,648**
3628	2012 NMFA REFUNDING				
	BEGINNING BALANCE	$ 4,037	$ 4,054	$ 4,054	$ 4,054
	REVENUES	$ (62)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
3628	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2012 NMFA REFUNDING Ending Balance	**$ 3,975**	**$ 4,054**	**$ 4,054**	**$ 4,054**
3630	2014 NMFA SCSWA REFUNDING DS				
	BEGINNING BALANCE	$ 411,668	$ 424,355	$ 424,355	$ 239,923
	REVENUES	$ 183,461	$ -	$ -	$ -
	EXPENDITURES	$ (182,897)	$ (184,432)	$ (184,432)	$ (185,541)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2014 NMFA SCSWA REFUNDING DS Ending Balance	**$ 412,233**	**$ 239,923**	**$ 239,923**	**$ 54,382**
3631	2014 NMFA FIRE APPARATUS DS				
	BEGINNING BALANCE	$ 3,818	$ 6,661	$ 6,661	$ 6,661
	REVENUES	$ (687)	$ -	$ -	$ -
	EXPENDITURES	$ (63,013)	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 57,763	$ -	$ -	$ -
	ADJUSTMENT				
	2014 NMFA FIRE APPARATUS DS Ending Balance	**$ (2,119)**	**$ 6,661**	**$ 6,661**	**$ 6,661**
3632	2017 NMFA STREETS DS				
	BEGINNING BALANCE	$ 98,695	$ 118,133	$ 118,133	$ 118,181
	REVENUES	$ (4,089)	$ -	$ -	$ -
	EXPENDITURES	$ (293,555)	$ (294,660)	$ (294,660)	$ (295,235)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 293,648	$ 294,708	$ 294,708	$ 295,242
	ADJUSTMENT				
	2017 NMFA STREETS DS Ending Balance	**$ 94,699**	**$ 118,181**	**$ 118,181**	**$ 118,188**
3633	18 NMFA FIRE				
	BEGINNING BALANCE	$ 20,134	$ 49,763	$ 49,763	$ 49,763
	REVENUES	$ 5,703	$ -	$ -	$ -
	EXPENDITURES	$ (224,173)	$ (224,173)	$ (224,173)	$ (224,173)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 224,173	$ 224,173	$ 224,173	$ 224,173
	ADJUSTMENT				
	18 NMFA FIRE Ending Balance	**$ 25,838**	**$ 49,763**	**$ 49,763**	**$ 49,763**
3634	2020 NMFA STREETS				
	BEGINNING BALANCE	$ 99,064	$ 102,448	$ 102,448	$ 22,955
	REVENUES	$ 1,965	$ -	$ -	$ -
	EXPENDITURES	$ (1,193,070)	$ (1,210,076)	$ (1,210,076)	$ (256,156)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 1,194,488	$ 1,130,583	$ 1,130,583	$ 255,925

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3634	ADJUSTMENT				
	2020 NMFA STREETS Ending Balance	$ 102,448	$ 22,955	$ 22,955	$ 22,724
3635	2020 NMFA FLOOD				
	BEGINNING BALANCE	$ 69,240	$ 74,424	$ 74,424	$ 17,329
	REVENUES	$ 1,358	$ -	$ -	$ -
	EXPENDITURES	$ (834,015)	$ (879,930)	$ (879,930)	$ (194,790)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 837,841	$ 822,835	$ 822,835	$ 194,612
	ADJUSTMENT				
	2020 NMFA FLOOD Ending Balance	$ 74,424	$ 17,329	$ 17,329	$ 17,151
3810	HUD SECTION 108 LOAN-MONAS				
	BEGINNING BALANCE	$ 12,243	$ 12,243	$ 12,243	$ 12,243
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ (150,274)	$ (151,361)	$ (151,361)	$ (153,130)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 150,274	$ 151,361	$ 151,361	$ 153,130
	ADJUSTMENT				
	HUD SECTION 108 LOAN-MONAS Ending Balance	$ 12,243	$ 12,243	$ 12,243	$ 12,243
Debt Service Funds Total		$ 10,985,519	$ 11,607,821	$ 10,498,841	$ 14,258,788
Capital Funds					
4005	COMMUNITY INVESTMENT PROJECTS				
	BEGINNING BALANCE	$ 4,634,630	$ 2,536,206	$ 2,536,206	$ 1,244,380
	REVENUES	$ (44,051)	$ 4,700	$ 15,000	$ 15,000
	EXPENDITURES	$ (778,989)	$ (2,469,386)	$ (1,306,825)	$ (1,117,560)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 300,000	$ -	$ -	$ -
	ADJUSTMENT				
	COMMUNITY INVESTMENT PROJECTS Ending Balance	$ 4,111,590	$ 71,520	$ 1,244,380	$ 141,820
4028	2011 GRT FACILITIES				
	BEGINNING BALANCE	$ -	$ -	$ -	$ -
	REVENUES	$ -	$ 12,916,777	$ -	$ -
	EXPENDITURES	$ -	$ (12,916,777)	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2011 GRT FACILITIES Ending Balance	$ -	$ -	$ -	$ -
4030	2016 FLOOD PROJECT				
	BEGINNING BALANCE	$ 2,379,569	$ 235,741	$ 235,741	$ 236,966
	REVENUES	$ (3,907)	$ 1,225	$ 1,225	$ 1,225
	EXPENDITURES	$ (764,132)	$ -	$ -	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	ADJUSTMENT				
	2016 FLOOD PROJECT Ending Balance	$ 1,611,530	$ 236,966	$ 236,966	$ 238,191

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
4031	2017 FACILITIES PROJECT				
	BEGINNING BALANCE	$ 11,298,900	$ 5,427,485	$ 5,427,485	$ 514,972
	REVENUES	$ (56,616)	$ 4,100	$ 40,000	$ 15,000
	EXPENDITURES	$ (3,440,231)	$ (5,284,989)	$ (4,952,513)	$ (332,476)
	Ending Balance	$ (0)	$ -	$ -	$ -
	ADJUSTMENT				
	2017 FACILITIES PROJECT Ending Balance	$ 7,802,053	$ 146,596	$ 514,972	$ 197,496
4032	2018 HHGRT PUBLIC WORKS				
	BEGINNING BALANCE	$ 9,635,738	$ 3,090,056	$ 3,090,056	$ 375,081
	REVENUES	$ 42,292	$ 10,700	$ 25,000	$ 10,700
	EXPENDITURES	$ (6,860,025)	$ (2,739,976)	$ (2,739,975)	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2018 HHGRT PUBLIC WORKS Ending Balance	$ 2,818,005	$ 360,780	$ 375,081	$ 385,781
4100	CAPITAL PROJECTS REIMB GRANTS				
	BEGINNING BALANCE	$ 80,041	$ (0)	$ (0)	$ (0)
	REVENUES	$ 2,980,332	$ 27,184,433	$ 5,364,796	$ 20,676,047
	EXPENDITURES	$ (2,980,332)	$ (27,184,433)	$ (5,364,796)	$ (20,676,047)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	CAPITAL PROJECTS REIMB GRANTS Ending Balance	$ 80,041	$ (0)	$ (0)	$ (0)
4106	PUBLIC PARK DEVELOPMENT				
	BEGINNING BALANCE	$ 4,126,603	$ 6,030,853	$ 6,030,853	$ 6,915,110
	REVENUES	$ 1,623,001	$ 1,500,000	$ 1,650,000	$ 1,660,000
	EXPENDITURES	$ (1,784,379)	$ (3,866,812)	$ (765,743)	$ (3,462,463)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	PUBLIC PARK DEVELOPMENT Ending Balance	$ 3,965,225	$ 3,664,041	$ 6,915,110	$ 5,112,647
4110	PUBLIC PARK PROJECTS				
	BEGINNING BALANCE	$ 37,653	$ 37,810	$ 37,810	$ 37,810
	REVENUES	$ (576)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	PUBLIC PARK PROJECTS Ending Balance	$ 37,077	$ 37,810	$ 37,810	$ 37,810
4201	CAPITAL CONTRIBUTIONS				
	BEGINNING BALANCE	$ 201,599	$ 253,332	$ 253,332	$ 596,576
	REVENUES	$ 45,173	$ 360	$ 343,244	$ 360
	EXPENDITURES	$ -	$ -	$ -	$ -

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
4201	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	CAPITAL CONTRIBUTIONS Ending Balance	$ 246,772	$ 253,692	$ 596,576	$ 596,936
4202	GRT STREET MAINTENANCE				
	BEGINNING BALANCE	$ 3,652,495	$ 7,118,837	$ 7,118,837	$ 10,903,812
	REVENUES	$ 73,999	$ 307,150	$ 265,000	$ 360,000
	EXPENDITURES	$ (3,567,041)	$ (12,332,108)	$ (2,980,025)	$ (17,724,253)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 7,130,121	$ 6,500,000	$ 6,500,000	$ 6,500,000
	ADJUSTMENT				
	GRT STREET MAINTENANCE Ending Balance	$ 7,289,574	$ 1,593,879	$ 10,903,812	$ 39,559
4205	SPECIAL STREET PROJECTS				
	BEGINNING BALANCE	$ 1,306,518	$ 825,540	$ 825,540	$ 787,688
	REVENUES	$ (14,232)	$ 1,550	$ 9,000	$ 1,550
	EXPENDITURES	$ (145,179)	$ (46,852)	$ (46,852)	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	SPECIAL STREET PROJECTS Ending Balance	$ 1,147,107	$ 780,238	$ 787,688	$ 789,238
4226	2014 GRT STREET PROJECTS				
	BEGINNING BALANCE	$ 681	$ -	$ -	$ -
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2014 GRT STREET PROJECTS Ending Balance	$ 681	$ -	$ -	$ -
4227	VAD STREET PROJECTS				
	BEGINNING BALANCE	$ 2,828,580	$ 7,770,131	$ 7,770,131	$ 5,183,894
	REVENUES	$ 23,602	$ 12,200	$ 65,311	$ 5,000
	EXPENDITURES	$ (1,520,937)	$ (7,782,331)	$ (2,651,549)	$ (4,734,211)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	VAD STREET PROJECTS Ending Balance	$ 1,331,246	$ 0	$ 5,183,894	$ 454,683
4228	2015A HHS				
	BEGINNING BALANCE	$ 6,179,886	$ 347,756	$ 347,756	$ 91,399
	REVENUES	$ (8,150)	$ 1,125	$ 2,500	$ -
	EXPENDITURES	$ (1,078,499)	$ (258,857)	$ (258,857)	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	ADJUSTMENT				
	2015A HHS Ending Balance	$ 5,093,237	$ 90,024	$ 91,399	$ 91,399

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
4230	GO BOND PROJECT 2019				
	BEGINNING BALANCE	$ 17,690,152	$ 8,298,411	$ 8,298,411	$ 3,960,289
	REVENUES	$ (229,176)	$ 20,925	$ 78,450	$ 200
	EXPENDITURES	$ (15,691,041)	$ (8,319,336)	$ (4,416,571)	$ (3,674,758)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	GO BOND PROJECT 2019 Ending Balance	**$ 1,769,935**	**$ (0)**	**$ 3,960,289**	**$ 285,731**
4270	TIDD PROJECTS				
	BEGINNING BALANCE	$ 37,408	$ 1,672,760	$ 1,672,760	$ 2,959,022
	REVENUES	$ (21,011)	$ 1,550	$ 20,000	$ 1,550
	EXPENDITURES	$ (136,534)	$ (3,224,239)	$ (333,738)	$ (8,515,501)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 1,000,000	$ 1,600,000	$ 1,600,000	$ 8,515,501
	ADJUSTMENT				
	TIDD PROJECTS Ending Balance	**$ 879,863**	**$ 50,071**	**$ 2,959,022**	**$ 2,960,572**
4271	TIDD STR BOND PROJECT				
	BEGINNING BALANCE	$ 1,290,490	$ 709,850	$ 709,850	$ 711,850
	REVENUES	$ (9,725)	$ -	$ 2,000	$ -
	EXPENDITURES	$ -	$ (200,000)	$ -	$ (200,000)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 200,000	$ -	$ -	$ -
	ADJUSTMENT				
	TIDD STR BOND PROJECT Ending Balance	**$ 1,480,765**	**$ 509,850**	**$ 711,850**	**$ 511,850**
4400	FLOOD CONTROL				
	BEGINNING BALANCE	$ 2,769,224	$ 4,880,217	$ 4,880,217	$ 7,195,216
	REVENUES	$ (18,881)	$ 29,100	$ 79,345	$ 39,000
	EXPENDITURES	$ (891,864)	$ (6,285,931)	$ (264,346)	$ (8,185,944)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 3,642,355	$ 2,500,000	$ 2,500,000	$ 1,500,000
	ADJUSTMENT				
	FLOOD CONTROL Ending Balance	**$ 5,500,835**	**$ 1,123,386**	**$ 7,195,216**	**$ 548,272**
4505	2015B HHS				
	BEGINNING BALANCE	$ 3,599,847	$ 3,315,608	$ 3,315,608	$ 3,328,994
	REVENUES	$ (13,525)	$ -	$ 30,000	$ -
	EXPENDITURES	$ (10,080)	$ (3,254,231)	$ (16,614)	$ (3,237,617)
	Ending Balance	$ (0)	$ -	$ -	$ -
	ADJUSTMENT				
	2015B HHS Ending Balance	**$ 3,576,242**	**$ 61,377**	**$ 3,328,994**	**$ 91,377**
4613	NMFA EQUIPMENT				
	BEGINNING BALANCE	$ 151,630	$ -	$ -	$ -
	REVENUES	$ -	$ 5,000,000	$ -	$ 5,000,000

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
4613	EXPENDITURES	$ -	$ (5,000,000)	$ -	$ (70,000)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	NMFA EQUIPMENT Ending Balance	**$ 151,630**	**$ -**	**$ -**	**$ 4,930,000**
4620	2020A NMFA FACILITY PROJECTS				
	BEGINNING BALANCE	$ 9,034,073	$ 8,984,924	$ 8,984,924	$ 7,918,614
	REVENUES	$ 23,442	$ 9,800	$ 54,800	$ 15,000
	EXPENDITURES	$ (72,591)	$ (8,877,411)	$ (1,121,110)	$ (7,756,301)
	Ending Balance	$ (0)	$ -	$ -	$ -
	ADJUSTMENT				
	2020A NMFA FACILITY PROJECTS Ending Balance	**$ 8,984,924**	**$ 117,313**	**$ 7,918,614**	**$ 177,313**
4621	2020B NMFA ESP PROJECT				
	BEGINNING BALANCE	$ 3,918,452	$ 2,144,103	$ 2,144,103	$ 1,728,138
	REVENUES	$ 30,333	$ 3,375	$ 13,000	$ 15,000
	EXPENDITURES	$ (872,587)	$ (2,114,082)	$ (428,965)	$ (1,685,117)
	Ending Balance	$ 0	$ -	$ -	$ -
	ADJUSTMENT				
	2020B NMFA ESP PROJECT Ending Balance	**$ 3,076,197**	**$ 33,396**	**$ 1,728,138**	**$ 58,021**
4624	2018 GAS TAX LOAN				
	BEGINNING BALANCE	$ 1,147,982	$ 195	$ 195	$ 195
	REVENUES	$ 26	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (21,649)	$ -	$ -	$ -
	ADJUSTMENT				
	2018 GAS TAX LOAN Ending Balance	**$ 1,126,359**	**$ 195**	**$ 195**	**$ 195**
4632	2017 NMFA STREETS PROJ				
	BEGINNING BALANCE	$ 4,412,094	$ 65,104	$ 65,104	$ 65,104
	REVENUES	$ 17,067	$ -	$ -	$ -
	EXPENDITURES	$ (2,302,780)	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2017 NMFA STREETS PROJ Ending Balance	**$ 2,126,381**	**$ 65,104**	**$ 65,104**	**$ 65,104**
4634	2020 NMFA MGRT				
	BEGINNING BALANCE	$ 8,190,944	$ 6,173,274	$ 6,173,274	$ 2,644,613
	REVENUES	$ 30,960	$ 8,275	$ 35,000	$ 20,000
	EXPENDITURES	$ (2,041,516)	$ (6,030,125)	$ (3,563,661)	$ (2,454,790)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2020 NMFA MGRT Ending Balance	**$ 6,180,388**	**$ 151,424**	**$ 2,644,613**	**$ 209,823**
Capital Funds Total		**$ 70,387,658**	**$ 9,347,663**	**$ 57,399,724**	**$ 17,923,819**

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
Enterprise Funds					
5010	AIRPORT				
	BEGINNING BALANCE	$ 395,276	$ 874,168	$ 874,168	$ 909,363
	REVENUES	$ 1,321,881	$ 6,187,803	$ 2,551,111	$ 3,330,027
	EXPENDITURES	$ (976,475)	$ (7,935,953)	$ (3,638,917)	$ (4,876,992)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 850,200	$ 1,123,000	$ 1,123,000	$ 1,013,000
	ADJUSTMENT				
	AIRPORT Ending Balance	$ 1,590,881	$ 249,018	$ 909,363	$ 375,398
5100	UTILITIES SHARED SERVICES				
	BEGINNING BALANCE	$ 3,498,310	$ 0	$ 0	$ (70,712)
	REVENUES	$ 12,305,354	$ 18,628,373	$ 17,918,373	$ 18,060,165
	EXPENDITURES	$ (11,956,636)	$ (17,333,941)	$ (17,189,085)	$ (17,309,367)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ (302,205)	$ (1,025,000)	$ (800,000)	$ (285,000)
	ADJUSTMENT				
	UTILITIES SHARED SERVICES Ending Balance	$ 3,544,823	$ 269,432	$ (70,712)	$ 395,086
5150	SHARED SERVICES CAPITAL FUND				
	BEGINNING BALANCE	$ 596,007	$ (0)	$ (0)	$ (0)
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (22,795)	$ -	$ -	$ -
	ADJUSTMENT				
	SHARED SERVICES CAPITAL FUND Ending Balance	$ 573,212	$ (0)	$ (0)	$ (0)
5160	SHARED SVCS EQUIP REPL RESERVE				
	BEGINNING BALANCE	$ 310,049	$ -	$ -	$ 548,306
	REVENUES	$ 43,458	$ 1,073	$ 1,073	$ 1,073
	EXPENDITURES	$ -	$ (1,019,951)	$ (477,767)	$ (831,961)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 325,000	$ 1,025,000	$ 1,025,000	$ 285,000
	ADJUSTMENT				
	SHARED SVCS EQUIP REPL RESERVE Ending Balance	$ 678,507	$ 6,122	$ 548,306	$ 2,418
5200	GAS OPERATIONS				
	BEGINNING BALANCE	$ 4,673,306	$ 6,650,654	$ 6,650,654	$ 2,211,961
	REVENUES	$ 31,256,850	$ 27,302,384	$ 35,341,851	$ 33,293,408
	EXPENDITURES	$ (30,978,798)	$ (31,363,095)	$ (38,165,272)	$ (34,473,771)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ (4,250,000)	$ (1,615,272)	$ (1,615,272)	$ (157,383)
	ADJUSTMENT				
	GAS OPERATIONS Ending Balance	$ 701,357	$ 974,672	$ 2,211,961	$ 874,215

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
5205	GAS CONTINGENCY FUND				
	BEGINNING BALANCE	$ 2,458,727	$ 488,163	$ 488,163	$ 393,653
	REVENUES	$ (7,444)	$ 5,490	$ 5,490	$ 5,000
	EXPENDITURES	$ -	$ (100,000)	$ (100,000)	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (125,946)	$ -	$ -
	ADJUSTMENT				
	GAS CONTINGENCY FUND Ending Balance	$ 2,451,283	$ 267,707	$ 393,653	$ 398,653
5250	GAS CAPITAL IMPROVEMENTS				
	BEGINNING BALANCE	$ 5,513,774	$ 3,215,801	$ 3,215,801	$ 2,350,129
	REVENUES	$ (22,754)	$ 8,451	$ 8,451	$ 8,451
	EXPENDITURES	$ -	$ (2,958,127)	$ (874,124)	$ (2,276,963)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 4,250,000	$ -	$ -	$ -
	ADJUSTMENT				
	GAS CAPITAL IMPROVEMENTS Ending Balance	$ 9,741,020	$ 266,125	$ 2,350,129	$ 81,617
5260	GAS EQUIPMENT REPLACE RESERVE				
	BEGINNING BALANCE	$ 1,483,334	$ 855,669	$ 855,669	$ 564,614
	REVENUES	$ 23,853	$ 7,915	$ 7,915	$ 10,069
	EXPENDITURES	$ -	$ (649,486)	$ (498,970)	$ (150,516)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 200,000	$ 200,000	$ (400,000)
	ADJUSTMENT				
	GAS EQUIPMENT REPLACE RESERVE Ending Balance	$ 1,507,187	$ 414,098	$ 564,614	$ 24,167
5270	GAS15A BOND PROJECTS				
	BEGINNING BALANCE	$ 1,061,524	$ (44,651)	$ (44,651)	$ 0
	REVENUES	$ 642	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 44,651	$ 44,651	$ -
	ADJUSTMENT				
	GAS15A BOND PROJECTS Ending Balance	$ 1,062,166	$ 0	$ 0	$ 0
5271	2018 JU PROJECT				
	BEGINNING BALANCE	$ 1,456,363	$ (81,295)	$ (81,295)	$ (0)
	REVENUES	$ 1,200	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 81,295	$ 81,295	$ -
	ADJUSTMENT				
	2018 JU PROJECT Ending Balance	$ 1,457,563	$ (0)	$ (0)	$ (0)
5280	GAS15A DEBT SERVICE				
	BEGINNING BALANCE	$ 19,608	$ 21,594	$ 21,594	$ 21,941

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
5280	REVENUES	$ (2,266)	$ 347	$ 347	$ 650
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	GAS15A DEBT SERVICE Ending Balance	$ 17,342	$ 21,941	$ 21,941	$ 22,591
5281	2018 JU DEBT SERVICE FUND				
	BEGINNING BALANCE	$ 175,397	$ 186,582	$ 186,582	$ 187,403
	REVENUES	$ (5,094)	$ 821	$ 821	$ 821
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	ADJUSTMENT				
	2018 JU DEBT SERVICE FUND Ending Balance	$ 170,303	$ 187,403	$ 187,403	$ 188,224
5300	WATER OPERATIONS				
	BEGINNING BALANCE	$ 2,811,835	$ 6,358,020	$ 6,358,020	$ 1,710,776
	REVENUES	$ 21,372,581	$ 21,377,743	$ 21,011,621	$ 20,938,222
	EXPENDITURES	$ (15,853,079)	$ (23,231,599)	$ (23,037,624)	$ (20,147,348)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ (3,223,000)	$ (4,456,241)	$ (2,621,241)	$ (775,000)
	ADJUSTMENT				
	WATER OPERATIONS Ending Balance	$ 5,108,337	$ 47,923	$ 1,710,776	$ 1,726,650
5301	WATER DEVELOPMENT				
	BEGINNING BALANCE	$ 622,238	$ 247,299	$ 247,299	$ 712,664
	REVENUES	$ 1,190,455	$ 1,114,509	$ 1,114,509	$ 1,141,901
	EXPENDITURES	$ (224,507)	$ (1,555,927)	$ (849,144)	$ (1,019,637)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 200,000	$ 200,000	$ (100,000)
	ADJUSTMENT				
	WATER DEVELOPMENT Ending Balance	$ 1,588,186	$ 5,881	$ 712,664	$ 734,928
5305	WATER CONTINGENCY FUND				
	BEGINNING BALANCE	$ 58,648	$ 354,162	$ 354,162	$ 354,344
	REVENUES	$ (5,629)	$ 182	$ 182	$ 500
	EXPENDITURES	$ -	$ (50,000)	$ -	$ (50,000)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 300,000	$ -	$ -	$ (250,000)
	ADJUSTMENT				
	WATER CONTINGENCY FUND Ending Balance	$ 353,019	$ 304,344	$ 354,344	$ 54,844

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
5320	WATER ACQUISITION				
	BEGINNING BALANCE	$ 2,236,519	$ 1,806,313	$ 1,806,313	$ 909,019
	REVENUES	$ 851,819	$ 910,406	$ 910,406	$ 920,406
	EXPENDITURES	$ (746,910)	$ (1,807,700)	$ (1,807,700)	$ (1,771,604)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER ACQUISITION Ending Balance	$ 2,341,428	$ 909,019	$ 909,019	$ 57,821
5331	WATER09 DEBT SERVICE				
	BEGINNING BALANCE	$ 11,988	$ 12,302	$ 12,302	$ 12,511
	REVENUES	$ (1,401)	$ 209	$ 209	$ 209
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER09 DEBT SERVICE Ending Balance	$ 10,587	$ 12,511	$ 12,511	$ 12,720
5332	WATER10 DEBT SERVICE				
	BEGINNING BALANCE	$ 167,512	$ 434,377	$ 434,377	$ 466,141
	REVENUES	$ (17,624)	$ 2,440	$ 2,440	$ 2,440
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 29,324	$ 29,324	$ -
	ADJUSTMENT				
	WATER10 DEBT SERVICE Ending Balance	$ 149,888	$ 466,141	$ 466,141	$ 468,581
5335	WATER15 DEBT SERVICE				
	BEGINNING BALANCE	$ 27,419	$ 31,822	$ 31,822	$ 32,193
	REVENUES	$ (2,773)	$ 371	$ 371	$ 371
	Ending Balance	$ (0)	$ -	$ -	$ -
	ADJUSTMENT				
	WATER15 DEBT SERVICE Ending Balance	$ 24,646	$ 32,193	$ 32,193	$ 32,564
5336	WATER15A DEBT SERVICE				
	BEGINNING BALANCE	$ 41,959	$ 46,056	$ 46,056	$ 46,833
	REVENUES	$ (4,831)	$ 777	$ 777	$ 777
	Ending Balance	$ (0)	$ -	$ -	$ -
	ADJUSTMENT				
	WATER15A DEBT SERVICE Ending Balance	$ 37,128	$ 46,833	$ 46,833	$ 47,610
5337	WATER16 DEBT SERVICE				
	BEGINNING BALANCE	$ 72,195	$ 79,554	$ 79,554	$ 80,905
	REVENUES	$ (8,936)	$ 1,351	$ 1,351	$ 1,351
	Ending Balance	$ 0	$ -	$ -	$ -
	ADJUSTMENT				
	WATER16 DEBT SERVICE Ending Balance	$ 63,259	$ 80,905	$ 80,905	$ 82,256

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
5337					
5339	2018 JU DEBT SERVICE FUND				
	BEGINNING BALANCE	$ 517,596	$ 550,604	$ 550,604	$ 553,028
	REVENUES	$ (15,031)	$ 2,424	$ 2,424	$ 2,424
	Ending Balance	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2018 JU DEBT SERVICE FUND Ending Balance	$ 502,565	$ 553,028	$ 553,028	$ 555,452
5342	WATER10 DEBT SERVICE RESERVE				
	BEGINNING BALANCE	$ 1,719,772	$ 29,323	$ 29,323	$ 89
	REVENUES	$ 51	$ 89	$ 89	$ 89
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (29,323)	$ (29,323)	$ -
	ADJUSTMENT				
	WATER10 DEBT SERVICE RESERVE Ending Balance	$ 1,719,823	$ 89	$ 89	$ 178
5345	WATER15 BOND PROJECTS				
	BEGINNING BALANCE	$ 15,139	$ 5,639	$ 5,639	$ 4,594
	REVENUES	$ 175	$ 155	$ 155	$ 155
	EXPENDITURES	$ -	$ -	$ (1,200)	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	ADJUSTMENT				
	WATER15 BOND PROJECTS Ending Balance	$ 15,314	$ 5,794	$ 4,594	$ 4,749
5346	WATER15A BOND PROJECTS				
	BEGINNING BALANCE	$ 1,593,503	$ 44,802	$ 44,802	$ 45,701
	REVENUES	$ (536)	$ 899	$ 899	$ 899
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER15A BOND PROJECTS Ending Balance	$ 1,592,967	$ 45,701	$ 45,701	$ 46,600
5347	WATER16 BOND PROJECTS				
	BEGINNING BALANCE	$ 95,439	$ 2,473	$ 2,473	$ 2,507
	REVENUES	$ (37)	$ 34	$ 34	$ 34
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	ADJUSTMENT				
	WATER16 BOND PROJECTS Ending Balance	$ 95,402	$ 2,507	$ 2,507	$ 2,541
5348	2017 JU IMPROVEMENT REV BOND				
	BEGINNING BALANCE	$ 2,024,765	$ 31,074	$ 31,074	$ 27,796
	REVENUES	$ 1,482	$ 2,422	$ -	$ -
	EXPENDITURES	$ -	$ (7,034)	$ (3,278)	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2017 JU IMPROVEMENT REV BOND Ending Balance	$ 2,026,247	$ 26,462	$ 27,796	$ 27,796

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
5349	2018 JU IMPROVEMENT REV BOND				
	BEGINNING BALANCE	$ 2,678,892	$ 236,278	$ 236,278	$ 237,280
	REVENUES	$ (3,723)	$ 1,002	$ 1,002	$ 1,002
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2018 JU IMPROVEMENT REV BOND Ending Balance	**$ 2,675,169**	**$ 237,280**	**$ 237,280**	**$ 238,282**
5350	WATER CAPITAL IMPROVEMENTS				
	BEGINNING BALANCE	$ (274,106)	$ 1,948,706	$ 1,948,706	$ 1,924,815
	REVENUES	$ (11,428)	$ 1,000	$ 1,000	$ 37,882
	EXPENDITURES	$ -	$ (4,855,033)	$ (2,970,835)	$ (2,265,137)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 2,000,000	$ 2,945,944	$ 2,945,944	$ 350,000
	ADJUSTMENT				
	WATER CAPITAL IMPROVEMENTS Ending Balance	**$ 1,714,466**	**$ 40,617**	**$ 1,924,815**	**$ 47,560**
5360	WATER EQUIPMENT REPL RESERVE				
	BEGINNING BALANCE	$ 150,652	$ 1,074,994	$ 1,074,994	$ 1,473,648
	REVENUES	$ (8,727)	$ 8,027	$ 8,027	$ 8,027
	EXPENDITURES	$ (6,138)	$ (2,257,823)	$ (819,670)	$ (2,146,339)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 923,000	$ 1,210,297	$ 1,210,297	$ 675,000
	ADJUSTMENT				
	WATER EQUIPMENT REPL RESERVE Ending Balance	**$ 1,058,787**	**$ 35,495**	**$ 1,473,648**	**$ 10,336**
5374	WATER05A BOND PROJECTS				
	BEGINNING BALANCE	$ 5,191	$ 5,308	$ 5,308	$ 5,308
	REVENUES	$ 9	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER05A BOND PROJECTS Ending Balance	**$ 5,200**	**$ 5,308**	**$ 5,308**	**$ 5,308**
5375	WATER06 BOND PROJECTS				
	BEGINNING BALANCE	$ 30,046	$ 64,632	$ 64,632	$ 64,632
	REVENUES	$ 437	$ 20	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	ADJUSTMENT				
	WATER06 BOND PROJECTS Ending Balance	**$ 30,483**	**$ 64,652**	**$ 64,632**	**$ 64,632**

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
5377	WATER NMFA LOAN PROJECTS				
	BEGINNING BALANCE	$ 13,200	$ 9,724	$ 9,724	$ 9,723
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (1)	$ (1)	$ -
	ADJUSTMENT				
	WATER NMFA LOAN PROJECTS Ending Balance	$ 13,200	$ 9,723	$ 9,723	$ 9,723
5378	WATER07 NMFA PROJECTS				
	BEGINNING BALANCE	$ 435,960	$ 144,133	$ 144,133	$ 91,709
	REVENUES	$ 2,180	$ 32	$ -	$ 300
	EXPENDITURES	$ -	$ (108,614)	$ (52,424)	$ (56,155)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER07 NMFA PROJECTS Ending Balance	$ 438,140	$ 35,551	$ 91,709	$ 35,854
5379	WATER14 BOND PROJECTS				
	BEGINNING BALANCE	$ 80,741	$ 61,622	$ 61,622	$ 61,622
	REVENUES	$ 992	$ -	$ -	$ 1,254
	EXPENDITURES	$ -	$ (18,772)	$ -	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	ADJUSTMENT				
	WATER14 BOND PROJECTS Ending Balance	$ 81,733	$ 42,850	$ 61,622	$ 62,876
5385	WATER20A DEBT SERVICE				
	BEGINNING BALANCE	$ -	$ 27,557	$ 27,557	$ 27,657
	REVENUES	$ 992	$ 100	$ 100	$ 100
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER20A DEBT SERVICE Ending Balance	$ 992	$ 27,657	$ 27,657	$ 27,757
5389	WATER14 DEBT SERVICE				
	BEGINNING BALANCE	$ 112,396	$ 117,612	$ 117,612	$ 118,942
	REVENUES	$ (8,895)	$ 1,330	$ 1,330	$ 1,330
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 887,441	$ -	$ -
	ADJUSTMENT				
	WATER14 DEBT SERVICE Ending Balance	$ 103,501	$ 1,006,383	$ 118,942	$ 120,272

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
5395	WATER20A PROJECT				
	BEGINNING BALANCE	$ -	$ 7,714,159	$ 7,714,159	$ 1,954,006
	REVENUES	$ 18,530	$ 50,000	$ 50,000	$ 50,000
	EXPENDITURES	$ -	$ (7,689,002)	$ (5,810,153)	$ (1,878,849)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER20A PROJECT Ending Balance	$ 18,530	$ 75,157	$ 1,954,006	$ 125,157
5396	WATER14 BOND PROJECTS				
	BEGINNING BALANCE	$ 867,917	$ 887,441	$ 887,441	$ 890,133
	REVENUES	$ 1,529	$ 2,692	$ 2,692	$ 2,692
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (887,441)	$ -	$ -
	ADJUSTMENT				
	WATER14 BOND PROJECTS Ending Balance	$ 869,446	$ 2,692	$ 890,133	$ 892,825
5400	WASTEWATER OPERATIONS				
	BEGINNING BALANCE	$ 1,572,368	$ 4,305,697	$ 4,305,697	$ 1,248,326
	REVENUES	$ 15,437,002	$ 15,751,137	$ 15,432,415	$ 15,562,938
	EXPENDITURES	$ (12,916,065)	$ (17,174,272)	$ (16,979,786)	$ (15,798,609)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ (1,316,889)	$ (2,163,000)	$ (1,510,000)	$ (275,000)
	ADJUSTMENT				
	WASTEWATER OPERATIONS Ending Balance	$ 2,776,416	$ 719,562	$ 1,248,326	$ 737,655
5401	WASTEWATER DEVELOPMENT				
	BEGINNING BALANCE	$ 3,336,927	$ 4,897,107	$ 4,897,107	$ 7,236,857
	REVENUES	$ 2,716,379	$ 1,696,299	$ 1,696,299	$ 1,818,973
	EXPENDITURES	$ (186,475)	$ (1,140,018)	$ (356,549)	$ (792,694)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 100,000	$ 1,000,000	$ 100,000
	ADJUSTMENT				
	WASTEWATER DEVELOPMENT Ending Balance	$ 5,866,832	$ 5,553,388	$ 7,236,857	$ 8,363,136
5405	WW CONTINGENCY FUND				
	BEGINNING BALANCE	$ 356,161	$ 267,502	$ 267,502	$ 168,607
	REVENUES	$ (5,219)	$ 1,105	$ 1,105	$ -
	EXPENDITURES	$ (90,377)	$ (100,000)	$ (100,000)	$ (100,000)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW CONTINGENCY FUND Ending Balance	$ 260,565	$ 168,607	$ 168,607	$ 68,607

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
5420	WW WATER RECLAMATION PROJECT				
	BEGINNING BALANCE	$ (4,999)	$ 648,558	$ 648,558	$ 917,703
	REVENUES	$ (9,965)	$ 1,092	$ 1,092	$ 1,092
	EXPENDITURES	$ (213,353)	$ (916,947)	$ (916,947)	$ (919,297)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 1,185,000	$ 1,185,000	$ 1,185,000	$ 1,000,000
	ADJUSTMENT				
	WW WATER RECLAMATION PROJECT Ending Balance	$ 956,683	$ 917,703	$ 917,703	$ 999,498
5431	WW09 DEBT SERVICE				
	BEGINNING BALANCE	$ 11,988	$ 12,302	$ 12,302	$ 12,511
	REVENUES	$ (1,401)	$ 209	$ 209	$ 209
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW09 DEBT SERVICE Ending Balance	$ 10,587	$ 12,511	$ 12,511	$ 12,720
5432	WW10 DEBT SERVICE				
	BEGINNING BALANCE	$ 117,957	$ 319,752	$ 319,752	$ 321,244
	REVENUES	$ (11,731)	$ 1,492	$ 1,492	$ 1,492
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW10 DEBT SERVICE Ending Balance	$ 106,226	$ 321,244	$ 321,244	$ 322,736
5435	WW15 DEBT SERVICE				
	BEGINNING BALANCE	$ 153,311	$ 161,880	$ 161,880	$ 163,765
	REVENUES	$ (12,640)	$ 1,871	$ 1,871	$ 1,871
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 14	$ 14	$ -
	ADJUSTMENT				
	WW15 DEBT SERVICE Ending Balance	$ 140,672	$ 163,765	$ 163,765	$ 165,636
5436	WW15A DEBT SERVICE				
	BEGINNING BALANCE	$ 23,910	$ 26,251	$ 26,251	$ 26,695
	REVENUES	$ (2,759)	$ 444	$ 444	$ 444
	Ending Balance	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW15A DEBT SERVICE Ending Balance	$ 21,151	$ 26,695	$ 26,695	$ 27,139

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
5441	WW20B DEBT SERVICE				
	BEGINNING BALANCE	$ -	$ 12,016	$ 12,016	$ 21,658
	REVENUES	$ 2,016	$ 200	$ 200	$ 200
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 9,442	$ 9,442	$ -
	ADJUSTMENT				
	WW20B DEBT SERVICE Ending Balance	$ 2,016	$ 21,658	$ 21,658	$ 21,858
5442	WW10 DEBT SERVICE RESERVE				
	BEGINNING BALANCE	$ 1,118,985	$ 9,442	$ 9,442	$ 29
	REVENUES	$ 16	$ 29	$ 29	$ 29
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (9,442)	$ (9,442)	$ -
	ADJUSTMENT				
	WW10 DEBT SERVICE RESERVE Ending Balance	$ 1,119,001	$ 29	$ 29	$ 58
5445	WW15 BOND PROJECTS				
	BEGINNING BALANCE	$ (64,055)	$ 602,151	$ 602,151	$ 458,877
	REVENUES	$ 2,865	$ -	$ -	$ -
	EXPENDITURES	$ -	$ (143,274)	$ (143,274)	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW15 BOND PROJECTS Ending Balance	$ (61,190)	$ 458,877	$ 458,877	$ 458,877
5446	WW15A BOND PROJECTS				
	BEGINNING BALANCE	$ 1,347,715	$ 45,630	$ 45,630	$ 9,366
	REVENUES	$ (674)	$ 945	$ 945	$ -
	EXPENDITURES	$ -	$ (45,060)	$ (37,209)	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	ADJUSTMENT				
	WW15A BOND PROJECTS Ending Balance	$ 1,347,041	$ 1,515	$ 9,366	$ 9,366
5447	2017 JU IMPROVEMENT REV BOND				
	BEGINNING BALANCE	$ 2,135,146	$ 16,054	$ 16,054	$ 3,976
	REVENUES	$ 3,530	$ 3,648	$ 3,648	$ -
	EXPENDITURES	$ -	$ (16,283)	$ (15,726)	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2017 JU IMPROVEMENT REV BOND Ending Balance	$ 2,138,676	$ 3,419	$ 3,976	$ 3,976
5450	WASTEWATER CAPITAL IMPROVEMENT				
	BEGINNING BALANCE	$ 885,383	$ 1,309,483	$ 1,309,483	$ 2,931,197
	REVENUES	$ 320,477	$ 1,891,800	$ 1,891,800	$ 1,758,652
	EXPENDITURES	$ 0	$ (5,147,496)	$ (2,220,086)	$ (4,107,847)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 1,450,000	$ 1,950,000	$ 1,950,000	$ -

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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
5450	ADJUSTMENT				
	WASTEWATER CAPITAL IMPROVEMENT Ending Balance	$ 2,655,860	$ 3,787	$ 2,931,197	$ 582,002
5451	WW20B PROJECTS				
	BEGINNING BALANCE	$ 6,212,280	$ 1,823,542	$ 1,823,542	$ 194,502
	REVENUES	$ 32,401	$ 50,000	$ 50,000	$ 50,000
	EXPENDITURES	$ -	$ (1,679,040)	$ (1,679,040)	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW20B PROJECTS Ending Balance	$ 6,244,681	$ 194,502	$ 194,502	$ 244,502
5460	WASTEWATER EQUIP REPL RESERVE				
	BEGINNING BALANCE	$ 432,887	$ 663,436	$ 663,436	$ 395,511
	REVENUES	$ 44,229	$ 7,940	$ 7,940	$ 7,940
	EXPENDITURES	$ 0	$ (864,766)	$ (488,865)	$ (673,508)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 181,000	$ 213,000	$ 213,000	$ 275,000
	ADJUSTMENT				
	WASTEWATER EQUIP REPL RESERVE Ending Balance	$ 658,116	$ 19,610	$ 395,511	$ 4,943
5475	WW06 BOND REHAB PROJECTS				
	BEGINNING BALANCE	$ 54,733	$ 14	$ 14	$ (0)
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW14 BOND PROJECTS Ending Balance	$ 104,540	$ 195	$ 195	$ 257
5481	WW14 DEBT SERVICE				
	BEGINNING BALANCE	$ 10,138	$ 10,727	$ 10,727	$ 150,668
	REVENUES	$ (998)	$ 154	$ 154	$ 154
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 139,787	$ 139,787	$ -
	ADJUSTMENT				
	WW14 DEBT SERVICE Ending Balance	$ 9,140	$ 150,668	$ 150,668	$ 150,822
5485	WW20A DEBT SERVICE				
	BEGINNING BALANCE	$ -	$ 8,602	$ 8,602	$ 8,602
	REVENUES	$ 310	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW20A DEBT SERVICE Ending Balance	$ 310	$ 8,602	$ 8,602	$ 8,602
5491	WW14 BOND PROJECTS				
	BEGINNING BALANCE	$ 136,712	$ 139,787	$ 139,787	$ 424

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5491	REVENUES	$ 241	$ 424	$ 424	$ 424
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (139,787)	$ (139,787)	$ -
	ADJUSTMENT				
	WW14 BOND PROJECTS Ending Balance	$ 136,953	$ 424	$ 424	$ 848
5495	WW20A PROJECT				
	BEGINNING BALANCE	$ -	$ 1,235,518	$ 1,235,518	$ 61,023
	REVENUES	$ 24,077	$ 10,000	$ 10,000	$ 10,000
	EXPENDITURES	$ -	$ (1,184,495)	$ (1,184,495)	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW20A PROJECT Ending Balance	$ 24,077	$ 61,023	$ 61,023	$ 71,023
5500	SOLID WASTE OPERATIONS				
	BEGINNING BALANCE	$ 3,925,840	$ 5,141,970	$ 5,141,970	$ 1,409,697
	REVENUES	$ 17,546,526	$ 18,213,128	$ 17,376,800	$ 17,478,368
	EXPENDITURES	$ (17,486,205)	$ (17,940,368)	$ (17,623,717)	$ (19,323,347)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ (1,200,000)	$ (3,485,356)	$ (3,485,356)	$ 557,383
	ADJUSTMENT				
	SOLID WASTE OPERATIONS Ending Balance	$ 2,786,161	$ 1,929,374	$ 1,409,697	$ 122,101
5505	SOLID WASTE CONTINGENCY FUND				
	BEGINNING BALANCE	$ 1,800,000	$ 200,000	$ 200,000	$ 986,628
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ (150,000)	$ (114,000)	$ (150,000)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 900,628	$ 900,628	$ -
	ADJUSTMENT				
	SOLID WASTE CONTINGENCY FUND Ending Balance	$ 1,800,000	$ 950,628	$ 986,628	$ 836,628
5510	SOLID WASTE LANDFILL CLOSURE				
	BEGINNING BALANCE	$ 4,161,504	$ 4,155,399	$ 4,155,399	$ 3,197,414
	REVENUES	$ (500,000)	$ 7,953	$ 7,953	$ 7,953
	EXPENDITURES	$ 330,359	$ (965,938)	$ (965,938)	$ (868,375)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 500,000	$ -	$ -	$ -
	ADJUSTMENT				
	SOLID WASTE LANDFILL CLOSURE Ending Balance	$ 4,491,863	$ 3,197,414	$ 3,197,414	$ 2,336,992
5560	SOLID WASTE EQUIP REPL RESERVE				
	BEGINNING BALANCE	$ 3,349,376	$ 2,217,968	$ 2,217,968	$ 5,124,444
	REVENUES	$ 92,144	$ 6,855	$ 312,355	$ 6,855
	EXPENDITURES	$ -	$ (4,656,757)	$ (1,405,879)	$ (4,501,169)

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
5560	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 1,200,000	$ 4,000,000	$ 4,000,000	$ -
	ADJUSTMENT				
	SOLID WASTE EQUIP REPL RESERVE Ending Balance	$ 4,641,520	$ 1,568,066	$ 5,124,444	$ 630,130
5587	SW NMFA LOAN DEBT SERVICE				
	BEGINNING BALANCE	$ 488,983	$ 426,019	$ 426,019	$ 427,954
	REVENUES	$ (11,125)	$ 1,935	$ 1,935	$ 1,935
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	SW NMFA LOAN DEBT SERVICE Ending Balance	$ 477,858	$ 427,954	$ 427,954	$ 429,889
5750	RIO GRANDE THEATRE				
	BEGINNING BALANCE	$ 85,157	$ -	$ -	$ -
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	RIO GRANDE THEATRE Ending Balance	$ 85,157	$ -	$ -	$ -
5920	TRANSIT OPERATING				
	BEGINNING BALANCE	$ 928,373	$ 23,563	$ 23,563	$ (541,492)
	REVENUES	$ 2,804,807	$ 8,549,902	$ 6,910,059	$ 2,130,171
	EXPENDITURES	$ (6,348,470)	$ (8,216,600)	$ (7,475,114)	$ (4,555,724)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 1,828,657	$ -	$ -	$ 3,991,355
	ADJUSTMENT				
	TRANSIT OPERATING Ending Balance	$ (786,632)	$ 356,865	$ (541,492)	$ 1,024,310
5921	TRANSIT GRANTS				
	BEGINNING BALANCE	$ 469,965	$ 2	$ 2	$ 2
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (469,965)	$ -	$ -	$ -
	ADJUSTMENT				
	TRANSIT GRANTS Ending Balance	$ 0	$ 2	$ 2	$ 2
5923	TRANSIT CAPITAL				
	BEGINNING BALANCE	$ 1,020,389	$ 1,036,068	$ 1,036,068	$ 7,608,979
	REVENUES	$ 87,480	$ 24,193,809	$ 4,324,933	$ 19,699,498
	EXPENDITURES	$ (11,264)	$ (27,705,721)	$ (1,176,312)	$ (26,346,744)
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 21,181	$ 3,381,672	$ 3,424,290	$ 870,618
	ADJUSTMENT				

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
5923	**TRANSIT CAPITAL Ending Balance**	$ 1,117,786	$ 905,829	$ 7,608,979	$ 1,832,352
5930	ALTERNATIVE FUELS				
	BEGINNING BALANCE	$ -	$ 5,000	$ 5,000	$ 5,000
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	ALTERNATIVE FUELS Ending Balance	$ 0	$ 5,000	$ 5,000	$ 5,000
Enterprise Funds Total		$ 85,320,885	$ 24,928,125	$ 51,485,592	$ 27,329,902
Internal Service Funds					
6150	FLEET SERVICES				
	BEGINNING BALANCE	$ 427,620	$ 1,945,224	$ 1,945,224	$ 2,935,313
	REVENUES	$ 6,637,781	$ 9,020,000	$ 9,759,000	$ 8,926,400
	EXPENDITURES	$ (6,839,466)	$ (8,028,855)	$ (8,768,911)	$ (8,519,975)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	FLEET SERVICES Ending Balance	$ 225,936	$ 2,936,369	$ 2,935,313	$ 3,341,738
6310	UNEMPLOYMENT RESERVE				
	BEGINNING BALANCE	$ 1,193,574	$ 1,279,827	$ 1,279,827	$ 1,279,827
	REVENUES	$ 14,885	$ -	$ -	$ -
	EXPENDITURES	$ 65,671	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	UNEMPLOYMENT RESERVE Ending Balance	$ 1,274,130	$ 1,279,827	$ 1,279,827	$ 1,279,827
6320	EMPLOYEE HEALTH				
	BEGINNING BALANCE	$ 1,282,038	$ 415,304	$ 415,304	$ 415,304
	REVENUES	$ 6,067,370	$ -	$ -	$ -
	EXPENDITURES	$ (7,855,859)	$ (141,000)	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	EMPLOYEE HEALTH Ending Balance	$ (506,451)	$ 274,304	$ 415,304	$ 415,304
6330	WORKERS COMPENSATION				
	BEGINNING BALANCE	$ 3,217,805	$ 2,555,856	$ 2,555,856	$ 1,707,446
	REVENUES	$ 262,535	$ -	$ -	$ -
	EXPENDITURES	$ (2,513,645)	$ (1,968,853)	$ (1,738,411)	$ (2,222,694)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 890,000	$ 1,145,147	$ 890,000	$ 890,000
	ADJUSTMENT				
	WORKERS COMPENSATION Ending Balance	$ 1,856,695	$ 1,732,150	$ 1,707,446	$ 374,751

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
6340	LIABILITY CLAIMS				
	BEGINNING BALANCE	$ 4,977,531	$ 3,841,537	$ 3,841,537	$ 1,541,414
	REVENUES	$ 176,910	$ -	$ -	$ -
	EXPENDITURES	$ (4,642,870)	$ (7,152,369)	$ (6,600,123)	$ (7,304,072)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 4,300,000	$ 6,077,669	$ 4,300,000	$ 6,300,000
	ADJUSTMENT				
	LIABILITY CLAIMS Ending Balance	$ 4,811,571	$ 2,766,837	$ 1,541,414	$ 537,342
Internal Service Funds Total		$ 7,661,880	$ 8,989,487	$ 7,879,303	$ 5,948,962
Agency Funds					
7410	MV REGIONAL DISPATCH AUTHORITY				
	BEGINNING BALANCE	$ 1,212,628	$ 2,464,181	$ 2,464,181	$ 2,166,721
	REVENUES	$ 4,578,823	$ 4,905,560	$ 4,906,660	$ 5,196,533
	EXPENDITURES	$ (3,927,097)	$ (6,209,874)	$ (5,204,120)	$ (5,816,533)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ 1,540	$ -	$ -
	ADJUSTMENT				
	MV REGIONAL DISPATCH AUTHORITY Ending Balance	$ 1,864,353	$ 1,161,408	$ 2,166,721	$ 1,546,721
7420	METRO NARCOTICS AGENCY				
	BEGINNING BALANCE	$ 398,145	$ 600,284	$ 600,284	$ 564,240
	REVENUES	$ 668,741	$ 681,086	$ 661,086	$ 681,086
	EXPENDITURES	$ (572,671)	$ (731,086)	$ (697,130)	$ (681,086)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	METRO NARCOTICS AGENCY Ending Balance	$ 494,215	$ 550,284	$ 564,240	$ 564,240
7421	METRO SEIZED ASSETS - DOJ				
	BEGINNING BALANCE	$ 1,953	$ -	$ -	$ -
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	METRO SEIZED ASSETS - DOJ Ending Balance	$ 1,953	$ -	$ -	$ -
7440	ANIMAL SERVICES CENTER				
	BEGINNING BALANCE	$ 242,584	$ 416,237	$ 416,237	$ 303,982
	REVENUES	$ 3,724,120	$ 4,181,375	$ 4,096,198	$ 4,533,501
	EXPENDITURES	$ (3,630,864)	$ (4,317,850)	$ (4,187,453)	$ (4,533,501)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ (705,000)	$ (21,000)	$ (21,000)	$ -
	ADJUSTMENT				
	ANIMAL SERVICES CENTER Ending Balance	$ (369,160)	$ 258,761	$ 303,982	$ 303,982

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
7441	ASCMV CAPITAL				
	BEGINNING BALANCE	$ (39,109)	$ 733,000	$ 733,000	$ 28,000
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ (1,798)	$ (726,000)	$ (726,000)	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 705,000	$ 21,000	$ 21,000	$ -
	ADJUSTMENT				
	ASCMV CAPITAL Ending Balance	$ 664,093	$ 28,000	$ 28,000	$ 28,000
7470	BRANIGAN ESTATE				
	BEGINNING BALANCE	$ 1,760,796	$ 1,101,426	$ 1,101,426	$ 841,426
	REVENUES	$ (17,764)	$ -	$ -	$ -
	EXPENDITURES	$ (211,110)	$ (260,000)	$ (260,000)	$ (260,000)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	BRANIGAN ESTATE Ending Balance	$ 1,531,922	$ 841,426	$ 841,426	$ 581,426
7480	GIFTS AND MEMORIALS				
	BEGINNING BALANCE	$ 194,284	$ 687,580	$ 687,580	$ 521,838
	REVENUES	$ 248,337	$ 18,855	$ 10,300	$ 21,355
	EXPENDITURES	$ (70,909)	$ (594,999)	$ (176,043)	$ (465,902)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	GIFTS AND MEMORIALS Ending Balance	$ 371,712	$ 111,436	$ 521,838	$ 77,291
7481	VETERANS MEMORIAL WALL				
	BEGINNING BALANCE	$ 23,853	$ 24,348	$ 24,348	$ 24,348
	REVENUES	$ 822	$ 1,000	$ 1,000	$ 1,000
	EXPENDITURES	$ (974)	$ (1,000)	$ (1,000)	$ (1,000)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	VETERANS MEMORIAL WALL Ending Balance	$ 23,700	$ 24,348	$ 24,348	$ 24,348
7492	HIDTA-CLC				
	BEGINNING BALANCE	$ (12,782)	$ (5,268)	$ (5,268)	$ (0)
	REVENUES	$ 1,315,500	$ 1,384,559	$ 1,500,084	$ 1,470,258
	EXPENDITURES	$ (1,315,500)	$ (1,384,139)	$ (1,500,084)	$ (1,470,258)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ 238,604	$ 5,268	$ 5,268	$ -
	ADJUSTMENT				
	HIDTA-CLC Ending Balance	$ 225,822	$ 420	$ (0)	$ (0)
Agency Funds Total		$ 4,808,611	$ 2,976,082	$ 4,450,554	$ 3,126,007

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
South Central Solid Waste Authority					
8100	SC SOLID WASTE AUTHORITY				
	BEGINNING BALANCE	$ 1,945,158	$ 2,255,699	$ 2,255,699	$ 5,412,567
	REVENUES	$ 9,394,544	$ 11,305,948	$ 11,046,451	$ 13,038,533
	EXPENDITURES	$ (8,436,995)	$ (9,242,308)	$ (8,420,122)	$ (9,823,815)
	Ending Balance	$ (0)	$ -	$ -	$ -
	NET TRANSFERS	$ 1,255,300	$ 638,843	$ 530,539	$ 950,000
	ADJUSTMENT				
	SC SOLID WASTE AUTHORITY Ending Balance	$ 4,158,008	$ 4,958,182	$ 5,412,567	$ 9,577,285
8110	SCSWA CLOSURE/POST CLOSURE				
	BEGINNING BALANCE	$ 2,259,103	$ 320,771	$ 320,771	$ 320,771
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (305,198)	$ -	$ -
	ADJUSTMENT				
	SCSWA CLOSURE/POST CLOSURE Ending Balance	$ 2,259,103	$ 15,573	$ 320,771	$ 320,771
8115	SCSWA ENVIRONMENTAL IMP FEES				
	BEGINNING BALANCE	$ 2,259,104	$ (221,044)	$ (221,044)	$ (57,594)
	REVENUES	$ 255,513	$ 294,450	$ 294,450	$ 334,211
	EXPENDITURES	$ (34,469)	$ (201,000)	$ (131,000)	$ (201,000)
	Ending Balance	$ (0)	$ -	$ -	$ -
	SCSWA ENVIRONMENTAL IMP FEES Ending Balance	$ 2,480,148	$ (127,594)	$ (57,594)	$ 75,617
8120	SCSWA DEBT CAPITAL PROJECTS				
	BEGINNING BALANCE	$ 3,235,520	$ 2,113,219	$ 2,113,219	$ 2,113,219
	REVENUES	$ (9,710)	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (798,139)	$ (220,518)	$ -	$ -
	ADJUSTMENT				
	SCSWA DEBT CAPITAL PROJECTS Ending Balance	$ 2,427,671	$ 1,892,701	$ 2,113,219	$ 2,113,219
8150	SCSWA CAPITAL IMPROVEMENTS				
	BEGINNING BALANCE	$ 51,624	$ 17,931	$ 17,931	$ 17,931
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (17,931)	$ -	$ -
	ADJUSTMENT				
	SCSWA CAPITAL IMPROVEMENTS Ending Balance	$ 51,624	$ (0)	$ 17,931	$ 17,931

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
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	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
8160	SCSWA EQUIPMENT REPLACEMENT				
	BEGINNING BALANCE	$ 751	$ 751	$ 751	$ 751
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (751)	$ -	$ -
	ADJUSTMENT				
	SCSWA EQUIPMENT REPLACEMENT Ending Balance	$ 751	$ 0	$ 751	$ 751
8170	SCSWA RECYCLING				
	BEGINNING BALANCE	$ 529,856	$ 611,502	$ 611,502	$ 1,933,080
	REVENUES	$ 3,705,549	$ 4,751,775	$ 3,876,775	$ 5,206,453
	EXPENDITURES	$ (3,078,935)	$ (2,856,197)	$ (2,555,197)	$ (2,794,012)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ (200,000)	$ 100,000	$ -	$ (400,000)
	ADJUSTMENT				
	SCSWA RECYCLING Ending Balance	$ 956,471	$ 2,607,080	$ 1,933,080	$ 3,945,521
8180	COMMUNITY COLLECTION CTRS				
	BEGINNING BALANCE	$ 218,357	$ 346,894	$ 346,894	$ 373,494
	REVENUES	$ 1,430,334	$ 1,529,922	$ 1,487,527	$ 1,613,551
	EXPENDITURES	$ (1,557,238)	$ (1,615,927)	$ (1,460,927)	$ (1,427,204)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ (100,000)
	ADJUSTMENT				
	COMMUNITY COLLECTION CTRS Ending Balance	$ 91,453	$ 260,889	$ 373,494	$ 459,841
8190	SUNLAND PARK SOLID WASTE				
	BEGINNING BALANCE	$ 253,145	$ 394,796	$ 394,796	$ 589,600
	REVENUES	$ 1,210,467	$ 1,272,510	$ 1,152,510	$ 1,272,510
	EXPENDITURES	$ (851,427)	$ (1,063,115)	$ (957,706)	$ (937,209)
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ (257,161)	$ 5,555	$ -	$ (250,000)
	ADJUSTMENT				
	SUNLAND PARK SOLID WASTE Ending Balance	$ 355,024	$ 609,746	$ 589,600	$ 674,901
South Central Solid Waste Authority Total		$ 12,780,253	$ 10,216,577	$ 10,703,819	$ 17,185,837
Treasury Funds					
9900	GENERAL CAPITAL ASSETS-CITY				
	BEGINNING BALANCE	$ 1,084,901	$ -	$ -	$ -
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ (102,670)	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	ADJUSTMENT				
	GENERAL CAPITAL ASSETS-CITY Ending Balance	$ 982,231	$ -	$ -	$ -

FY2024 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS
MAY 15, 2023

	Fund Name	FY22 ACTUALS	FY23 REVISED	FY23 PROJECTED	FY24 PROPOSED
9910	GENERAL LONG-TERM LIABILITIES				
	BEGINNING BALANCE	$ 244,636,131	$ -	$ -	$ -
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ 1,564,578	$ -	$ -	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	GENERAL LONG-TERM LIABILITIES Ending Balance	$ 246,200,709	$ -	$ -	$ -
9995	UNREALIZED FMV ADJUSTMENT				
	BEGINNING BALANCE	$ 8,307,844	$ -	$ -	$ -
	REVENUES	$ -	$ -	$ -	$ -
	Ending Balance	$ 0	$ -	$ -	$ -
	ADJUSTMENT				
	UNREALIZED FMV ADJUSTMENT Ending Balance	$ 8,307,844	$ -	$ -	$ -
9999	CASH & INVESTMENT POOL				
	BEGINNING BALANCE	$ (889,704)	$ -	$ -	$ -
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES	$ -	$ -	$ -	$ -
	Ending Balance	$ (0)	$ -	$ -	$ -
	ADJUSTMENT				
	CASH & INVESTMENT POOL Ending Balance	$ (889,704)	$ -	$ -	$ -
Treasury Funds Total		$ 254,601,080	$ -	$ -	$ -
ENDING BALANCE		$ 567,306,553	$ 187,893,657	$ 299,482,983	$ 194,733,777

FY 2024
Property Tax Levy

Levy Assumptions			**Property Tax Yield**
Residential Taxable Value	$	2,050,464,323	
City Residential Millage		0.008794	
Total Residential Production			18,031,784
Non-Residential Taxable Value	$	750,014,896	
City Non-Residential Millage		0.009150	
Total Non-Residential Production			6,862,636
Grand Total (Residential + Non-Residential)			$ 24,894,420

Type of Property Tax	Millage		**Estimated Tax Production**
General Fund (Gross)			
Residential Taxable Value	0.004787	$ 9,815,573	
Non-Residential Taxable Value	0.005120	3,840,076	
Total General Fund			13,655,649
Debt GO Bond			
Residential Taxable Value	0.002030	4,162,443	
Non-Residential Taxable Value	0.002030	1,522,530	
Total GO Bond			5,684,973
Grand Total (Residential + Non-Residential)			$ 19,340,622
Flood Control			
Residential Taxable Value	0.001977	4,053,769	
Non-Residential Taxable Value	0.002000	1,500,030	
Total Flood Control			5,553,799
Grand Total (Residential + Non-Residential)			$ 24,894,421

	Fund	**Property Tax Estimate**	
General Fund	1000	$ 13,655,649	
GO Bond	3510	5,684,973	
Flood Control	2650	5,553,799	
Total Estimated Budgeted Property Tax			$ 24,894,421

Position Control Count (Full Time Equivalents)
Proposed Fiscal Year 2024

	FY2021	FY2022	FY2023	FY2024 Proposed	FY2024 Proposed
Department:					
City Manager's Office	83.00	220.46	221.96	9.00	230.96
Community Development	54.00	47.50	51.50	1.00	52.50
Economic Development	42.50	28.75	30.75	3.00	33.75
Finance	45.00	52.50	53.50	0.50	54.00
Fire	180.00	182.00	188.00	6.00	194.00
Human Resources	19.00	19.00	19.00	1.00	20.00
Information Technology	29.00	29.00	30.00		30.00
Legal	31.00	31.00	33.00	5.00	38.00
Legislative	8.37	7.87	7.87		7.87
Municipal Court	23.00	24.00	24.00		24.00
Parks & Recreation	172.98	163.70	181.20	3.50	184.70
Police	318.50	330.68	332.68	20.00	352.68
Public Works	167.00	117.50	119.50	3.00	122.50
Quality of Life	196.03	112.03	112.53	8.10	120.63
Utilities	300.00	300.00	300.00		300.00
City of Las Cruces Total	**1,669.38**	**1,665.98**	**1,705.48**	**60.10**	**1,765.58**
Fiscal Agencies:					
ASCMV	61.00	64.63	64.63	-	65.13
MVRDA	53.00	57.00	54.00	-	52.00
SCSWA	76.00	100.50	98.00		108.00
Fiscal Agencies Total	190.00	222.13	216.63	-	225.13
Total	**1,859.38**	**1,888.10**	**1,922.10**	**60.10**	**1,990.70**

New positions are listed below:

Department	Position Request	FTE
City Manager's Office	CIP Manager	1.00
	Airport Operations & Maint. Technician	1.00
	Custodians	2.00
	Lead Planner (Contract)	1.00
	Transport Plan Project Manager (Contract)	1.00
	Administrative assistant	1.00
	Planning Manager	1.00
	Performance Manager	1.00
Community Development	Senior Planner	1.00
Economic Development	Case Manager	1.00
	Real Estate Services Specialist	1.00
	HUD Grant Manager	1.00
Finance	Buyer	0.50
Fire	Staffing Specialist	1.00
	Admin Assistant	1.00
	Logistics Specialists	1.00
	Fire Inspector	1.00
	EMS Training Specialist-Firefighter	1.00
	EMS Compliance Officer	1.00
Human Resources	Compliance Coordinator	1.00
Legal	Senior Assistant City Attorney	2.00
	Senior Legal Assistant	2.00
	Safety Specialist	1.00
Parks & Recreation	Project Manager	1.00
	Marketing and Event Coordinator	1.00
	Youth Service Administrator	1.00
	*Two Recreation Service Coordinators	0.50
Police	Police officers	18.00
	Community Advocates	2.00
Public Works	Light Equipment Operators	2.00
	Street Maintenance Worker	1.00
Quality of Life	Recreation Services Coordinator	2.00
	Museum Curator	1.00
	Case Manager	1.00
	Volunteer Assistant (Co-Op)	1.00
	*Library Asst II	0.25
	*Two Museum Assistants	0.60
	*Three Office Assistants	1.25
	Museum Manager	1.00
	Total New FTE's	**60.10**

Changes in department totals from year to year are due to program relocations.

**Reclassification*

FY 2024 Vehicle Acquisition Funding

Department/LOB	Inventory #	Existing Model	Replacement Model	Estimated Replacement Cost	Funding by Source: Vehicle Acquisition Fund	Funding by Source: Utilities Funding	Funding by Source: Other Sources (Grant, Lease, Debt)
City Managers Office							
Facilities	New	New	Ford Maverick hybrid	35,000			$ 35,000
Facilities	New	New	Ford Maverick hybrid	35,000			$ 35,000
Visit Las Cruces	31344	Chevy Impala	Ford Maverick hybrid	35,000			$ 35,000
Visit Las Cruces	31870	Dodge Caravan	Ford Expedition	45,000			$ 45,000
			Total City Managers Office	**$ 150,000**	**$ -**	**$ -**	**$ 150,000**
Community Development							
Community Development/One stop Shop	30733	2006 F-150	Maverick hybrid	35,000	$ 35,000		
Community Development/One stop Shop	30845	2006 F-150	Maverick hybrid	35,000	$ 35,000		
			Total Community Development	**$ 70,000**	**$ 70,000**	**$ -**	**$ -**
Fire							
Emergency Response	31550	2000 Pierce Fire Engine	2023 Pierce Engine	$ 900,000			$ 900,000
ARFF	31026	2007 ARFF	2023 CRASH TRUCK	$ 1,300,000			$ 1,300,000
Emergency Response	New	New/Replace TRT Station 9	2023 Pierce Engine	$ 1,000,000			$ 1,000,000
Emergency Response	New	New / Station 9	2023 Pierce Ladder	$ 1,700,000			$ 1,700,000
Emergency Response	New	New	Osage Ambulance	$ 350,000			$ 350,000
Technical Rescue Team	31248	2008 International 4400	F-550 Pierce Rescue	$ 250,000			$ 250,000
Inspector	New	New	F-150 Electric	$ 64,000			$ 64,000
Training BC	31183	2008 Ford Expedition	F-150 Electric	$ 64,000	$ 64,000		
Training LT	32530	2017 Ford Expedition	F-150	$ 45,000	$ 42,000		$ 3,000
Hazmat Rescue	25095	2000 International 4700	Pierce Rescue	$ 1,100,000			$ 1,100,000
Operational Support BC	32222	2015 Ford Expedition	F-150 Electric	$ 64,000			$ 64,000
Health and Wellness	New	New	F-150 Electric	$ 64,000			$ 64,000
			Total Fire	**$ 6,901,000**	**$ 106,000**	**$ -**	**$ 6,795,000**
Legal							
Compliance	31356	2009 Ford Escape	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		
Compliance	31365	2009 Ford Explorer	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		
			Total Legal	**$ 70,000**	**$ 70,000**	**$ -**	**$ -**
Parks & Recreation							
Parks & Rec CMB	31580	2010 E-450 Van	E-350 Cargo Van Electric	$ 64,000	$ 64,000		
Parks & Rec CMB	31124	2008 F-250	*F-250	$ 55,000	$ 55,000		
Parks & Rec CMB	33245	Toro	Toro Workman MDX	$ 14,000	$ 14,000		
Parks & Rec Out of School & Youth Div	30797	2006 Transit Van	*F-350 Transit Van- 15 Passenger	$ 63,000	$ 63,000		
Parks & Rec CMB	25703	2000 F-150	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		
Parks & Rec CMB	33246	Toro MD	Toro Workman MDX	$ 14,000	$ 14,000		
Out of School Time & Youth Div	31841	2000 Ford Excursion	*F-350 Transit Van- 15 Passenger	$ 63,000	$ 63,000		
Parks & Rec CMB	33247	Toro MD	Toro Workman MDX	$ 14,000	$ 14,000		
Parks & Rec CMB	30995	2007 Tympco mini sweeper	Mad Vac Mini sweeper	$ 162,000			$ 162,000
Parks & Rec CMB	30913	2006 F-250	*F-250	$ 55,000			$ 55,000
Parks & Rec CMB	31122	2008 F250	*F-250	$ 55,000	$ 55,000		
Parks & Rec CMB	31252	John Deere Gator	Toro Workman MDX	$ 14,000			$ 14,000
Parks & Rec CMB	30915	2007 F-250	*F-250	$ 55,000	$ 55,000		
Parks & Rec CMB	31258	John Deere Gator	Toro Workman MDX	$ 14,000			$ 14,000
Parks & Rec CMB	31125	2008 F-150	F-150 Electric	$ 64,000	$ 64,000		
Parks & Rec CMB	31347	2009 F-150	F-150 Electric	$ 64,000			$ 64,000
			Total Parks & Recreation	**$ 805,000**	**$ 496,000**	**$ -**	**$ 309,000**
Quality of Life							
Senior Programs	31010	2007 Ford Ranger	F-150* Hot/Cold Body	$ 58,000	$ 58,000		
Senior Programs	31011	2007 Ford Ranger	F-150* Hot/Cold Body	$ 58,000	$ 58,000		
Senior Rec	New	New	F-150* Electric	$ 64,000			$ 64,000
Senior Rec	New	New	F-150* Electric	$ 64,000			$ 64,000
Directors Office	New	New	Ford Transport Van Electric	$ 64,000	$ 64,000		
			Total Quality of Life	**$ 308,000**	**$ 180,000**	**$ -**	**$ 128,000**
Police							
Public Safety	22416	1988 Ford Van	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	27598	2003 Chevy Impala	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	30720	Ford Crown Vic	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	30721	2006 Ford Crown Vic	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	30907	2007 Chevy Malibu	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	31074	Ford Crown Vic	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	31292	Ford Crown Vic	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	31293	Ford Crown Vic	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	31294	Ford Crown Vic	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	31405	Ford Crown Vic	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	31543	2010 Dodge Charger	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	31806	2011 Chevy Camaro	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	31810	2004 Chevy Avalanche	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	31941	2013 Dodge Charger	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	31942	2013 Dodge Charger	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	22493	1998 Chevy Truck	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	33348	2018 Ford Focus	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	33741	2020 Interceptor	Ford Interceptor Hybrid	$ 75,000	$ 75,000		
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00

FY 2024 Vehicle Acquisition Funding

Department/LOB	Inventory #	Existing Model	Replacement Model	Estimated Replacement Cost	Funding by Source: Vehicle Acquisition Fund	Funding by Source: Utilities Funding	Funding by Source: Other Sources (Grant, Lease, Debt)
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 75,000			$ 75,000.00
Community Outreach	New	New	Hyundai Kona Electric	$ 40,000			$ 40,000.00
			Total Police	**$ 2,740,000**	**$ 1,350,000**	**$ -**	**$ 1,390,000**
* Indicates no suitable electric vehicle.							
Public Works							
Construction Management	30917	2007 Ford F-150	F-150	$ 45,000	$ 45,000		
Construction Management	30752	2006 Ford F-150	F-150	$ 45,000	$ 45,000		
Administration	37317	2009 Ford Ranger	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		
Public Infrastructure	30749	2006 Ford F-150	F-150	$ 45,000	$ 35,000		$ 10,000
Public Infrastructure	New	New	F-150	$ 45,000			$ 45,000
Public Infrastructure	30926	2007 F-150	F-150	$ 45,000	$ 45,000		
Public Infrastructure	31076	2008 F-150	F-150 Electric	$ 64,000	$ 64,000		
Streets Management	New	New	F-350	$ 70,000			$ 70,000
Public Infrastructure	29268	2005 F-150	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		$ 10,000
Public Infrastructure	31348	2009 F-150	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		$ 10,000
Streets Management	31341	2009 F-350	F-350	$ 70,000			$ 70,000
Streets Management	31342	2009 F-350	F-350	$ 70,000			$ 70,000
Administration	30575	2006 Ford Explorer	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		
Streets Management	New	New	Peterbilt Dump Truck	$ 210,000			$ 210,000
Streets Management	30706	2006 Case Skid Steer	Caterpillar Skid Steer	$ 75,000			$ 75,000
Streets Management	31374	2009 John Deere	John Deere	$ 250,000			$ 250,000
			Total Public Works	**$ 1,174,000**	**$ 374,000**	$ -	**$ 820,000**
Transit							
Roadrunner Transit	27019	2002 Chevy Venture	Ford Transit 3E350 Van	$ 55,000			$ 55,000
Roadrunner Transit	31581	2010 Ford E450	Ford E-450	$ 120,000	$ 18,000		$ 105,000
Roadrunner Transit	31834	2012 Ford E-350	Ford E-450	$ 120,000	$ 18,000		$ 105,000
Roadrunner Transit	New	New	Ford E-450	$ 120,000			$ 120,000
Roadrunner Transit	New	New	Ford E-350	$ 120,000			$ 120,000
Roadrunner Transit	31835	2012 Ford E-350	Ford E-350	$ 120,000	$ 18,000		$ 105,000
Roadrunner Transit	31833	2012 Ford E-350	Ford E-350	$ 120,000			$ 105,000
Roadrunner Transit	27019	2002 Chevy Venture	Ford Transport Van	$ 54,000			$ 54,000
			Total Transit	**$ 829,000**	**$ 54,000**	$ -	**$ 769,000**
Utilities							
Locating & Mapping	32415	2016 F-150	F-150 Electric	$ 75,000		$ 75,000	
Locating & Mapping	32416	2016 F-150	F-150 Electric	$ 75,000		$ 75,000	
Water Line Maintenance	32111	2014 F-250	F-250	$ 60,000		$ 60,000	
Water Line Maintenance	32162	2014 F-250	F-250	$ 60,000		$ 60,000	
*Meters, Valves, Hydrants	New	New	Intl 4400	$ 180,000		$ 180,000	
*Meters, Valves, Hydrants	New	New	F-550, Utility bed, 4x4	$ 90,000		$ 90,000	
*Meters, Valves, Hydrants	New	New	F-250, Utility bed, 4x4	$ 60,000		$ 60,000	
Wastewater Line Maintenance	21216	1995 Cargo Van	Ford Transit Cargo TV Van	$ 300,000		$ 300,000	
Solid Waste Commercial Collection	31376	2009 Nissan Forklift	Forklift	$ 40,000		$ 40,000	
Solid Waste Residential Collection	32303	2015 Peterbilt M32	Residential Side loader	$ 350,000		$ 350,000	
Solid Waste Residential Collection	New	New	Isuzu FTR w/Quantum Curb tender	$ 225,000		$ 225,000	
Solid Waste Green Waste	31579	2010 Grappler	Grappler	$ 250,000		$ 250,000	
Solid Waste Green Waste	New	New	Komptech Topturn X63	$ 700,000		$ 700,000	
			Total Utilities	**$ 2,465,000**	$ -	**$ 2,465,000**	**$ -**
			Total VAF by Funding Source	**$ 15,512,000**	**$ 2,700,000**	**$ 2,465,000**	**$ 10,361,000**

* Indicates no suitable electric vehicle.

Capital Improvement Program

The Capital Improvement Program (CIP) is the authority for the annual planning and funding cycle of City Council approved infrastructure projects. The CIP is a six-year plan that includes one year of budgeted projects and five years for future infrastructure needs. In 2022, the CIP transitioned to the City Manager's Office to ensure its alignment with the City's comprehensive plan, Elevate Las Cruces (ELC), as per City Charter Sec. 6.03. The CIP plan is the foundational document for the State of New Mexico's Infrastructure Capital Improvement Plan, which is the mechanism for requesting Legislative Appropriations for capital infrastructure projects. Capital expenditures are the purchase or construction of an asset costing over $5,000 with a useful life exceeding one year.

The physical planning framework of ELC guides the location and prioritization of capital investment, and the policy framework includes actions that emphasize sustainability and fiscally-responsible growth. FY24 newly funded projects were selected using criteria that aligned with these actions and included a tiered scoring system for *Operational*, *Community Benefit*, and *Planning Alignment.*

Major capital expenditures

1. Downtown Video Surveillance Cameras. $100,000 Description: To support economic development and the security of businesses and residents through the installation of security cameras in Downtown Las Cruces.

2. Roof Replacement Program to include various new projects: $2,255,000 Municipal Court; Meerscheidt Recreational Center; Rio Grande Theatre; Museum of Fine Arts; Branigan Cultural Center; and Railroad Museum. Description: The City has previously conducted roof assessments and continues to use that list to determine the next roof(s) to address based on condition and lifespan.

3. Meerscheidt Recreation Center – Remodel/Expansion. $2,000,000 Description: Meerscheidt Recreation Center's current programming is at capacity and cannot accommodate additional programming. The center needs an expansion, updates, and upgrades to keep up with the demand.

4. Complete Streets. Description: $7,660,000 The City of Las Cruces has identified that all users of public roadways need to be properly accommodated to create an equitable and resilient transportation system. Projects funded under the *Complete Streets* umbrella are multi-modal streets that score high on the new CIP Project Selection Criteria.

5. Museum System Technology Improvements. $210,000 Description: Enhancing capacity for the Las Cruces Museum System to improve its ability to serve visitors and guest with interactives using up-to-date technology and systems that are relevant to the mission of the LCMS and that follow the guidelines and standards of the American Alliance of Museums.

6. Fire Station Alerting System. $200,000 Description: Equipping independent volume controls to fire station that currently do not have this capability. This will allow firefighters to adjust the volume of the speaker in their dorm rooms.

7. Fire Training Tower. $99,000 Description: The Fire Departments training tower has been instrumental in providing close to lifelike fireground environments, however due to this, the building has sustained some damage to the burn props, as well as cosmetic damages to the building itself. A second hydrant is needed to satisfy NFPA 1403 for a second water source during live fire evolutions.

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Exhibit "A"

Adopted as of 05/15/2023

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
ECONOMIC DEVELOPMENT							
Economic Development - Newly Funded Projects							
Downtown Video Security	100,000						**TIDD**
Economic Development - Total Newly Funded Projects	**$ 100,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Economic Development - Carryover Projects							
Cinematic Infrastructure & Soundstage	2,933,085						**Bonds, Grants, Taxes**
Downtown Plaza Shade Structures	643,400						**Taxes**
Downtown Callecitas Shade Structure	100,000	400,000					**TIDD**
Gateway Entry Points Improvements 1 - LCIIP Signage 2 - LCIIP Pocket Park 3 - Gateway Signage	250,000	460,000	25,000	25,000	25,000	25,000	**Bonds,** Grants, Taxes
Parking Lot 7 and Bathrooms	99,404						**TIDD**
Economic Development - Total Carryover Projects	**$ 4,025,889**	**$ 860,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	
Economic Development - Annual Projects							
Downtown Parking Lots Renovation 1 - Parking Lot 9/10 2 - Parking Lot at Campo & Hadley	2,100,000	350,000	255,000	255,000	255,000	255,000	Grants, **TIDD**
Economic Development - Total Annual Projects	**$ 2,100,000**	**$ 350,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	
Economic Development - Future Projects							
Rocket Drive Expansion		820,000	7,173,000				Grants, Taxes
Transit Loop Road		1,661,000	7,800,000	7,800,000			Grants, Taxes
Economic Development - Total Future Projects	**$ -**	**$ 2,481,000**	**$ 14,973,000**	**$ 7,800,000**	**$ -**	**$ -**	
Total Economic Development	**$ 6,225,889**	**$ 3,691,000**	**$ 15,253,000**	**$ 8,080,000**	**$ 280,000**	**$ 280,000**	
FACILITIES MANAGEMENT							
Facilities Management - Carryover Projects							
Energy Efficiency Program - IGA	1,948,383						**Bonds, Taxes**
Facility Parking Lot Program 1 - Munson Center 2 - Henry R Benavidez Community Center 3 - Train Depot	200,000	250,000	250,000	250,000	250,000	250,000	**Taxes**
Gateway Entry Points Signage Maintenance	7,000	50,000	50,000	50,000	50,000	50,000	**Taxes**
Facilities Management - Total Carryover Projects	**$ 2,155,383**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Facilities Management - Annual Projects							
General Facilities Improvements 1 - La Casa Maintenance 2 - Jardin de Esperanazas 3 - WIA Rehabilitation 4 - Arc Flash Plan 5 - City Hall Furnishings 6 - Surveillance Camera Upgrades 7 - Records Center Improvements 8 - Branigan Library Exterior Re-Stucco 9 - Frank O'Brien Papen Community Center 10 - City Hall Building Operations Storage	11,585	500,000	500,000	500,000	500,000	500,000	**Taxes**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Adopted as of 05/15/2023

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Roof Replacement Program 1 - Police Department Main Building 2 - WIA Building 3 - Municipal Court 4 - Meerscheidt Rec Center 5 - Rio Grande Theater 6 - Museum of Fine Arts 7 - Museum of Nature and Science 8 - Railroad Museum 9 - Police Department Academy 10 - Roof Inspections	2,397,032	375,000	375,000	375,000	375,000	375,000	**Taxes, TIDD, Bonds**
Safety, Health, Environmental & Emergency 1 - City Hall Security Upgrades 2 - Parks Sidewalk Replacement 3 - Pool Hoist 4 - Fire Alarm & Security Upgrades 5 - Pigeon Abatement	28,448						**Taxes**
Facilities Management - Total Annual Projects	**$ 2,437,065**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	
Facilities Management - Future Projects							
HVAC Upgrade Program		200,000	200,000	200,000	200,000	200,000	Taxes
Generator Buffer Program Fire Stations		50,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program Henry R Benavidez Community Center		50,000	50,000	50,000	50,000	50,000	Taxes
Generator Replacement Program		35,000	35,000	35,000	35,000	35,000	Taxes
ADA Compliance		25,000	25,000	25,000	25,000	25,000	Taxes
Facilities Management - Total Future Projects	**$ -**	**$ 360,000**	**$ 360,000**	**$ 360,000**	**$ 360,000**	**$ 360,000**	
Total Facilities Management	**$ 4,592,448**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	
LAS CRUCES AIRPORT							
Las Cruces Airport - Carryover Projects							
LRU Airport Infrastructure Improvements	969,354						**Grants, Taxes, Other**
LRU Passenger Terminal	245,118		12,500,000		1,850,000	3,500,000	Grants, **Taxes, Other**
LRU Runway 8/26 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	155,300	4,200,000	8,400,000				Grants, **Taxes, Other**
LRU Runway 12/30 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	262,902			13,500,000			Grants, **Taxes, Other**
LRU Taxilane Improvements	130,982						Grants, **Taxes, Other**
Las Cruces Airport - Total Carryover Projects	**$ 1,763,656**	**$ 4,200,000**	**$ 20,900,000**	**$ 13,500,000**	**$ 1,850,000**	**$ 3,500,000**	
Las Cruces Airport - Annual Projects							
LRU Striping and Marking Maintenance Program	75,000	75,000	75,000	75,000	75,000	75,000	**Taxes, Other**
Las Cruces Airport - Total Annual Projects	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	
Las Cruces Airport - Future Projects							
LRU Passenger Air Service Infrastructure Revitalization		37,500,000					Grants, Taxes, Other
LRU ARFF Index B Equipment Upgrades		1,600,000					Grants, Taxes, Other
LRU Maintenance Facility Design-Construct *2023 Legislative Appropriation*		*1,050,000*					Grants, Taxes, Other
LRU Passenger Terminal Parking		1,000,000					Grants, Taxes, Other
LRU Airport Maintenance Equipment		850,000					Bonds, Grants, Taxes, Other

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Adopted as of 05/15/2023

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
LRU Runway 4/22 Rehabilitation			1,605,000				Grants, Taxes, Other
2023 Legislative Appropriation		*595,000*					
LRU Airport Automated Weather Observation System (AWOS)		412,460					Grants
LRU Airport Rotating Beacon		170,520					Bonds, Grants, Taxes, Other
LRU Runways 8-26 and 12-30 Blast Pads		166,667					Grants
LRU Pavement Maintenance Program		125,000	125,000	125,000	125,000	125,000	Taxes, Other
LRU Utility Infrastructure Improvements			4,500,000				Bonds, Grants, Taxes, Other
LRU Airline Ground Support Equipment Facilities			750,000				Grants, Taxes, Other
LRU Fuel Farm Relocation and Expansion				1,900,000			Grants, Taxes, Other
LRU Taxilane Extensions					3,400,000		Grants, Taxes, Other
LRU Commercial Hangar Design and Construct					2,800,000		Grants, Taxes, Other
LRU Multi-Modal Public Passenger Transit Facility					2,500,000		Grants, Taxes, Other
LRU East Perimeter Road						11,200,000	Grants, Taxes, Other
LRU Apron West Hangar Rehabilitation						70,000	Grants, Taxes, Other
LRU Apron West Rehabilitation						70,000	Grants, Taxes, Other
Las Cruces Airport - Total Future Projects	**$ -**	**$ 43,469,647**	**$ 6,980,000**	**$ 2,025,000**	**$ 8,825,000**	**$ 11,465,000**	
Total Las Cruces Airport	**$ 1,838,656**	**$ 47,744,647**	**$ 27,955,000**	**$ 15,600,000**	**$ 10,750,000**	**$ 15,040,000**	
NON-PROFIT ORGANIZATIONS							
Non-Profit Organizations - Carryover Projects							
Arts and Cultural District Improvements	876,147						**Grants**
2023 Legislative Appropriation		*815,128*					
MV Community of Hope - Building 1, Solar Project	200,000			600,000			**Grants**
MV Community of Hope - Casa de Peregrinos Food Rescue Whse	4,412,455	1,847,000					**Grants, Other**
MV Community of Hope - Expansion Remodel	50,000						**Grants**
2023 Legislative Appropriation		*1,150,000*					
MV Community of Hope - Health Facility Improvements	1,859,046						**Grants**
Non-Profit Organizations - Total Carryover Projects	**$ 7,397,648**	**$ 3,812,128**	**$ -**	**$ 600,000**	**$ -**	**$ -**	
Non-Profit Organizations - Future Projects							
MV Community of Hope - Campus Extension		5,000,000					Grants
MV Community of Hope - Master Plan Implementation		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
Paseos Verdes		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
MV Community of Hope - Cocina de Peregrinos/El Caldito Kitchen			1,125,000	7,500,000	2,700,000		Grants
2023 Legislative Appropriation		*1,875,000*					
La Clinica de Familia - Behavioral Health Facility							Grants
2023 Legislative Appropriation		*922,349*					
Children's Museum Facility			100,000	400,000	5,500,000		Bonds, Grants
2023 Legislative Appropriation		*601,175*					
MV Community of Hope - Jardin de los Niños Re-Roof							Grants
2023 Legislative Appropriation		*250,000*					
MV Community of Hope - Flooring							Grants
2023 Legislative Appropriation		*10,317*					
MV Community of Hope - El Caldito Upgrade			150,000				Grants
Improvements				200,000			Grants
MV Community of Hope - Patio to Office Remodel				200,000			Grants
Non-Profit Organizations - Total Future Projects	**$ -**	**$ 12,658,841**	**$ 5,375,000**	**$ 12,300,000**	**$ 12,200,000**	**$ 4,000,000**	
Total Non-Profit Organizations	**$ 7,397,648**	**$ 16,470,969**	**$ 5,375,000**	**$ 12,900,000**	**$ 12,200,000**	**$ 4,000,000**	

City of Las Cruces
Capital Improvements Program
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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
PARKS & RECREATION							
Parks & Recreation - Carryover Projects							
A. Fielder Memorial Safe Haven Renovations	332,270						**Taxes**
Apodaca Park Aquatic Playground and Multi-Use Path	1,500,000	509,479	240,521				**PIF**
Aquatic Center Solar	144,353						**Grants**
Ballfield/Soccer Field Renovations & Upgrades	800,000	834,600	144,000	3,200,000			**Grants**
Burn Lake/Esslinger Community Park Improvements	19,744			3,200,000			Bonds, Grants, **Taxes**
Butterfield Shooting Range ADA Improvements	8,046		200,000	2,000,000			Bonds, Grants, **Taxes**
Chandler Tank Park	556,192						**Bonds, Taxes**
Dona Ana Move Trail	660,000						**Grants, Taxes**
East Mesa Public Safety Area Park	100,000	100,000		100,000		100,000	Grants, **PIF**
Gallagher Park Improvements	150,000						**Taxes**
Highland Park	1,000,000	510,850					Grants,**PIF, Taxes**
JCP Learning Center Exterior Repairs	292,800						**Grants, Taxes**
Las Cruces Lateral RTP Trail	463,680						**Grants**
Las Cruces Regional Aquatic Center HVAC & Dehumidifier	75,000						**Taxes**
Meerscheidt Recreation Center - Remodel/Expansion	2,000,000						**Bonds**
Meerscheidt Recreation Center Improvements	186,169	220,000					Grants, **Taxes**
Metro Verde Neighborhood Parks	619,814	500,000	500,000	500,000	500,000	500,000	**PIF**
New Skate Park - Plan & Design	530,000	550,000		250,000			**Grants**
Parks Parking Lots BMX Track Parking Lot & ADA Improvements Paz Ball Field Parking Lot Improvements Tony Gomez Park Parking Lot Improvements Veterans' Park Parking Lot	2,631,162						**Bonds, Grants, Taxes**
Parks Smart Controllers & Pumps	71,867						**Grants, Taxes**
Pioneer Women's Park Gazebo Improvements *2023 Legislative Appropriation*	125,000	*660,000*	600,000	600,000	600,000	600,000	**Grants**
Regional Rec & Aquatic Cntr - Ph II - Competitive Pool Construction	587,477						**Bonds, PIF, Taxes**
Skate Park Renovation & Improvements	995,000		836,500	1,650,000	500,000		**Grants, PIF**
Tortugas Trail	70,000						**Grants**
Wayfinding Signage	-						**Grants, PIF**
Parks & Recreation - Total Carryover Projects	**$ 13,918,574**	**$ 3,884,929**	**$ 2,521,021**	**$ 11,500,000**	**$ 1,600,000**	**$ 1,200,000**	
Parks & Recreation - Annual Projects							
Land Acquisition, Planning, and Design for Parks	100,000	500,000	500,000	500,000	500,000	500,000	**PIF**
Neighborhood Parks	577,858	600,000	500,000	500,000	500,000	500,000	**PIF, Taxes**
Parks Shade Structures	24,000	24,000	24,000	24,000	24,000	24,000	**Taxes**
Parks & Recreation - Total Annual Projects	**$ 701,858**	**$ 1,124,000**	**$ 1,024,000**	**$ 1,024,000**	**$ 1,024,000**	**$ 1,024,000**	
Parks & Recreation - Future Projects							
Parks Parking Lot Program: Apodaca Park East Mesa Recreation Center Maag Ball Park Skate Park		907,500	252,500	272,700	272,700	272,700	Bonds, Grants
Median Landscaping *2023 Legislative Appropriation*		*411,957*	200,000	200,000	200,000	200,000	Grants, Loans, Taxes
Various Park Restroom Replacement/Repairs & Upgrades		360,000					Grants
Parks and Recreational Facilities Structural Renovations *2023 Legislative Appropriation*		*286,000*					Grants, Taxes

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Veterans' Memorial Park Enhancements			412,500	662,500	662,500	662,500	Bonds, Grants
2023 Legislative Appropriation		*250,000*					
Klein Park Improvements			590,000				Grants, Taxes
2023 Legislative Appropriation		*210,000*					
Indoor/Outdoor Aquatic Amenities		195,000					Grants, Taxes
East Mesa Bataan Memorial Pool - HVAC Replacement		78,000					Grants
Trail Renovations			480,000	500,000	500,000	500,000	Bonds, Grants
2023 Legislative Appropriation		*100,000*					
Albert Johnson Park Electrical Improvements		70,000					Grants, Taxes
Park Drinking Fountains			70,000				Grants, PIF, Taxes
2023 Legislative Appropriation		*14,000*					
Benavidez Park			685,000	125,000			Grants
Upgrades			500,000				Grants, PIF
Valley View Park - Heske Garden Lighting Replacement			134,000				Grants, Taxes
Laabs Pool - HVAC Replacement			78,000				Grants, Taxes
Hadley Complex Recreation Rehabilitation			31,500	318,500			Grants, Taxes
Multi-Use Recreation Center				38,800,000			Bonds, Grants
Four Field Baseball/Softball Complex				5,995,500			Bonds, Grants, PIF
Laabs Pool - Shade Structures				97,500			Bonds, Grants, PIF
New Sand Volleyball Courts					40,000		Grants, PIF
Waterfalls Park						1,200,000	Grants, PIF
Parks & Recreation - Total Future Projects	**$ -**	**$ 2,882,457**	**$ 3,433,500**	**$ 46,971,700**	**$ 1,675,200**	**$ 2,835,200**	
Total Parks & Recreation	**$ 14,620,432**	**$ 7,891,386**	**$ 6,978,521**	**$ 59,495,700**	**$ 4,299,200**	**$ 5,059,200**	
PUBLIC SAFETY							
Public Safety - Newly Funded Projects							
Fire Station Alerting System	200,000						**Taxes**
Fire Department Training tower	99,000	120,000					Grants, **Taxes**
Public Safety - Total Newly Funded Projects	**$ 299,000**	**$ 120,000**	**$ -**	**$ -**	**$ -**	**$ -**	
Public Safety - Carryover Projects							
Fire Dept. Administration Building Lobby Remodel	200,000	350,000	193,400				**Grants,** Other
Fire Department CIT and MIH Building	365,000	3,420,315					**ARPA**, Grants, Taxes, Other
Police Department Building Renovations	55,699	150,000					**Grants, Taxes**
Public Safety Regional Radio Communication System	468,000						**Grants, Taxes**
Public Safety - Total Carryover Projects	**$ 1,088,699**	**$ 3,920,315**	**$ 193,400**	**$ -**	**$ -**	**$ -**	
Public Safety - Annual Projects							
Fire Department Equipment	330,000	720,000	500,000	500,000	500,000		**Grants**
Public Safety - Total Annual Projects	**$ 330,000**	**$ 720,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ -**	
Public Safety - Future Projects							
Downtown Public Safety Complex		57,000,000					Bonds, Grants
Fire Department Station 9		5,165,000					Bonds, Grants, Taxes, Other
Police Department Mobile Operations Command Vehicle							Grants
2023 Legislative Appropriation		*750,000*					
Public Safety Vehicles - Bearcat							Grants
2023 Legislative Appropriation		*500,000*					
Public Safety Vehicles - Rook							Grants
2023 Legislative Appropriation		*500,000*					
Police Department Equipment							Grants

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Technology Equipment *2023 Legislative Appropriation*		*450,000*					
Police Parking Lot Resurfacing		276,000					Grants, Taxes
Fire Stations 4 & 5 Security Fencing and Gates		130,000					Grants, Taxes
Fire Station 2 Bay Remodel *2023 Legislative Appropriation*		*100,000*					Grants
Fire Station 5 1 - North/South Aprons 2 - Parking Lot 3 - Improvements *2023 Legislative Appropriation*		*100,000*	214,000	230,000			Bonds, Grants, Taxes, Other
Fire Station 6 Repairs *2023 Legislative Appropriation*		*100,000*					Grants
Public Safety Vehicles - Critical Incident Command Vehicle		100,000					Grants
Fire Station 4 Restroom Remodel		90,000					Grants, Taxes, Other
Police North Parking Lot Fencing		20,000					Grants
Fire-Energy Efficiency and Sustainability				334,000	330,000	270,000	Grants
Fire Station 2 Replacement 1 - Land Acquisition 2 - Plan, Design, Construct, and FF&E 3 - Demolition					5,165,000		Taxes, Grants
Police/Fire Training Facility - Design & Construct						6,900,000	Grants
Police/Fire Training Facility - Furniture, Fixtures, & Equipment						2,100,000	Grants
Public Safety - Total Future Projects	**$ -**	**$ 65,281,000**	**$ 214,000**	**$ 564,000**	**$ 5,495,000**	**$ 9,270,000**	
Total Public Safety	**$ 1,717,699**	**$ 70,041,315**	**$ 907,400**	**$ 1,064,000**	**$ 5,995,000**	**$ 9,270,000**	
PUBLIC WORKS							
Public Works - Newly Funded Projects							
Complete Streets * University Ave. Complete Street Improvements Idaho Ave El Paseo Rd.	7,660,000	1,750,000	1,750,000	1,500,000	1,750,000	1,750,000	**Bonds**
Public Works - Total Newly Funded Projects	**$ 7,660,000**	**$ 1,750,000**	**$ 1,750,000**	**$ 1,500,000**	**$ 1,750,000**	**$ 1,750,000**	
Public Works - Carryover Projects							
Amador Hotel	3,139,993	2,950,000	2,950,000	2,950,000			**Grants, TIDD**
Bellamah Drive - Lees Drive to Luna Street	1,876,491						**Bonds, Taxes**
Campo Street Design and Reconstruct	1,401,104	4,805,214					**TIDD**
Casa Linda Acres Reconstruction	3,635,475						**ARPA, Taxes**
Del Rey Blvd Signal Improvements	125,000						**Grants, Taxes**
East Mesa Recreation Complex	2,000,000						**Bonds**
East Mesa Recreation Complex Roads	567,698	637,906					**Bonds, Taxes**
East Mesa Roads and Drainage *2023 Legislative Appropriation*	1,675,019	*550,000*	900,000	500,000	500,000	500,000	**Grants, Taxes**
GO Bonds - ARPA Funding	3,426,317						**ARPA**
GO Bond 2023 - New Fire Station	9,800,000						**Bond**
GO Bond 2023 - Parks Improvements	1,960,000						**Bond**
GO Bond 2023 - East Mesa Recreation Facility	4,900,000						**Bond**
GO Bond Q1 - Park & Sport Field Improvements & Additions	3,845,376						**GO Bonds, PIF**
GO Bond Q2 - New Animal Shelter Facility	116,697						**GO Bonds**
GO Bond Q3 - New Fire Station No. 3 Building	26,405						**GO Bonds**
GO Bond Q4 - Walking, Jogging, Biking Trails Improvements &	31,112						**GO Bonds**

*Newly funded in FY23 with project "bucket" created for FY24

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Madrid Ave Extension - Martha Dr to N Triviz Dr	2,864,997						Grants, Taxes
Midway Ave - Gas Line Rd to Mesa Dr	600,000						Taxes, Grants
Picacho Ave HAWK System	238,463						Grants, Taxes
South Main St - Avenida de Mesilla to Boutz	3,954,840						Bonds
Storm Water System Mapping	100,000	100,000					Taxes
Traffic Signals Hoagland Rd & N Alameda Blvd Roadrunner Parkway & Sonora Springs Sonoma Ranch Blvd & Northrise	1,009,929						Bonds
Telshor ADA Improvements Phase VI	316,659						Grants, Taxes
Telshor Spruce Intersection Improvements *2023 Legislative Appropriation*	586,327	*250,000*	850,000				Grants
Voluntary Assessment District Phase I Sanitary Sewer Infrastructure Sonoma Ranch Blvd Mile 2: Peachtree to Arroyo Red Hawk Golf Rd: N.Bound Metro Verde S.P1E to Arroyo Rd Regional Drainage Phase 1	435,265						Bonds
Voluntary Assessment District Phase II Peachtree Hills Rd. East & West Regional Drainage Sonoma Ranch Blvd to Engler, Mile 1, Mile 2, Mile 3, & Roundabout Sonoma Ranch Blvd Landscaping to Engler, Mile 1, Mile 2, & Mile 3	4,298,946						Bonds
Villa Mora Dam Park Study *2023 Legislative Appropriation*	362,588	*250,000*					Grants, Taxes
Walnut-Madrid TAP Bike/Pedestrian Improvements	1,281,698						Bonds, Grants
Public Works - Total Carryover Projects	**$ 54,576,399**	**$ 9,543,120**	**$ 4,700,000**	**$ 3,450,000**	**$ 500,000**	**$ 500,000**	
Public Works - Annual Projects							
Active Transportation	354,637	350,000	350,000	350,000	350,000	350,000	Bonds, Taxes
Bicycle Facilities Pedestrian Safety Improvements ADA Sidewalk Gap				v			
Chip Seal Program	200,000	200,000	200,000	200,000	200,000	200,000	Taxes
CO-OP Match	80,000	80,000	80,000	80,000	80,000	80,000	Taxes
Drainage Infrastructure Improvements	3,068,122	500,000	500,000	500,000	500,000	500,000	Bonds, Taxes
Land Acquisition - Public Works	200,000	250,000	250,000	250,000	250,000	250,000	Taxes
M.A.P. Match	165,000	150,000	150,000	150,000	150,000	150,000	Taxes
Materials Testing	240,000	250,000	250,000	250,000	250,000	250,000	Taxes
Neighborhood Traffic Calming Program	60,000	60,000	60,000	60,000	60,000	60,000	Taxes
Pavement Condition Index Improvements	10,238,981	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	Bonds, Taxes
Pavement Marking Program	169,000	500,000	250,000	500,000	250,000	500,000	Taxes
Roadway Maintenance Program	902,569	700,000	700,000	700,000	700,000	700,000	Taxes
Street Lighting & Traffic Signal Maintenance Program	1,096,291	500,000	500,000	500,000	500,000	500,000	Taxes

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Traffic Signal Program	514,847	500,000	500,000	500,000	500,000	500,000	**Taxes**
Transportation System Modernization ITS	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**Taxes**
Unpaved Roads	250,000	250,000	250,000	250,000	250,000	250,000	**Taxes**
Weed Control & Maintenance Program	186,500	100,000	100,000	100,000	100,000	100,000	**Taxes**
Public Works - Total Annual Projects	**$ 18,725,947**	**$ 11,690,000**	**$ 11,440,000**	**$ 11,690,000**	**$ 11,440,000**	**$ 11,690,000**	
Public Works - Future Projects							
HWY 70 and Elks/Triviz Intersection Improvements		25,000,000					Grants, Taxes
Resiliency		1,250,000	1,250,000	1,000,000	1,250,000	1,250,000	Bonds
Melendres Ave - Hadley to Picacho		1,979,500					Loans, Taxes
Johnson St - Rouault Ave to Topley Dr		1,712,000					Loans, Taxes
Ethel Ave - Alameda Blvd to Miranda, and Houma		1,043,250					Loans, Taxes
Mesquite Historical District Renovations							Grants
2023 Legislative Appropriation		*1,025,000*					Grants
Lift Up Las Cruces - Street Improvements							Grants
2023 Legislative Appropriation		*595,000*					
University Ave. Complete Street Improvements-Design			480,000				Grants, Bonds, Taxes
2023 Legislative Appropriation		*520,000*					Loans, Taxes
Pittsburg Ave - Melendres to Cul de Sac		250,000					Loans, Taxes
Med Park Ave - Idaho to Perkins Ave			1,824,000				Loans, Taxes
Evelyn St - Madrid Ave to Ash Ave			1,710,000				Loans, Taxes
Sacramento St - Ash Ave to Oasis Ave			1,482,000				Loans, Taxes
Mountain Ave - Melendres St to Armijo St			1,368,000				Loans, Taxes
Armijo St - Picacho Ave to Parker Rd			684,000				Loans, Taxes
Sequoia Ave - Valley Dr to E.O.P.				2,420,000			Loans, Taxes
Lohman at Walnut and Walton Signal Improvements				1,500,000			Bonds, Loans, Taxes
Kilmer St - Spruce Ave to Ash Ave				1,391,000			Loans, Taxes
Armijo St - Organ Ave to Mountain Ave				1,331,000			Loans, Taxes
Poplar Ave - Mesquite St to Santa Fe St				871,200			Loans, Taxes
La Fonda Dr - Idaho Ave to E.O.P.				726,000			Loans, Taxes
6th Street - Hayner Ave to Hadley Ave				484,000			Loans, Taxes
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz					3,379,200		Loans, Taxes
Miranda Ave - Picacho Ave to Court Ave					1,664,000		Loans, Taxes
Rigsby Rd - Barker to Valley Dr					768,000		Loans, Taxes
Scoggins Ave - 6th St to Sweet St					652,800		Loans, Taxes
Mountain Ave - Water St to Alameda Blvd					640,000		Loans, Taxes
Street Lighting Management System					500,000		Bonds, Loans, Taxes
Aspen Ave - Sequioa Ave to S Valley Dr						2,970,000	Loans, Taxes
Alameda Blvd - Amador Ave to Las Cruces Ave						1,409,400	Taxes, TIDD
Westgate St - Amador Ave to Cul de Sac						1,350,000	Loans, Taxes
Parkview Dr - Espina St to E.O.P.						972,000	Loans, Taxes
Sweet St - Hadley Ave to Hayner St						568,000	Loans, Taxes
Targeted Road and Lighting Improvements - Design						50,000	Taxes
West Mesa Fiber Optics Improvements - Design						50,000	Taxes
Public Works - Total Future Projects	**$ -**	**$ 33,374,750**	**$ 8,798,000**	**$ 9,723,200**	**$ 8,854,000**	**$ 8,619,400**	
Total Public Works	**$ 80,962,346**	**$ 56,357,870**	**$ 26,688,000**	**$ 26,363,200**	**$ 22,544,000**	**$ 22,559,400**	

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
QUALITY OF LIFE							
Quality of Life - Newly Funded Projects							
Museum System Technology Improvements	210,000						**TIDD**
Quality of Life - Total Newly Funded Projects	**$ 210,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Quality of Life - Carryover Projects							
Branigan Cultural Center Improvements	123,088		1,000,000	1,000,000	1,200,000		**Grants, Taxes**
2023 Legislative Appropriation		*165,000*					
Branigan Library - Expansion Phase II/Branch	64,364	2,615,000	1,650,000				Bonds, Grants, **Other**
Go Bond 2023 Public Art	340,000						**Bond**
Munson Center Renovations	964,260						**Grants**
2023 Legislative Appropriation		*2,302,399*					
Sage Café Expansion	902,525	3,083,180					**Grants**
Senior Programs Kitchen Equipment	52,409	150,000					**Taxes**
Quality of Life - Total Carryover Projects	**$ 2,446,646**	**$ 8,315,579**	**$ 2,650,000**	**$ 1,000,000**	**$ 1,200,000**	**$ -**	
Quality of Life - Annual Projects							
Public Art Program	108,506	300,000	300,000	300,000	300,000	300,000	**Taxes**
Quality of Life - Total Annual Projects	**$ 108,506**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Quality of Life - Future Projects							
Munson Center Floor		750,000					Bonds, Grants, Taxes
Sage Café Backup Generator		422,500					Bonds, Grants, Taxes
Senior Programs Vehicles			80,000	28,000			Grants
2023 Legislative Appropriation		*310,000*					
Senior Programs Existing Kitchen Expansion Assessment		260,000					Taxes
Munson Center Bathrooms		250,000					Bonds, Grants, Taxes
Munson Center Kitchen Expansion		221,000	3,053,100				Bonds, Grants, Taxes
Benavidez Kitchen Expansion			93,800	2,854,800			Bonds, Grants, Taxes
2023 Legislative Appropriation		*127,500*					
Museum System On-site Server		115,000					Bonds, Grants, Taxes
Museum of Nature and Science - Atrium Redesign			15,000				Grants, Taxes
2023 Legislative Appropriation		*50,000*					
Frank O'Brien Papen Center - Dining Room Floor			27,140				Grants, Taxes
2023 Legislative Appropriation		*35,000*					
Museum of Art Improvements		35,000	95,000	320,000	200,000		Bonds, Grants, Taxes
Museum of Art - Gallery Flooring		35,000	165,000				Bonds, Grants, Taxes
Museum of Nature and Science - Nature Center Redesign		25,000	75,000	175,000			Taxes, Grants
Railroad Museum Reinterpretation		25,000	60,000	150,000	75,000		Bonds, Grants, Taxes
Benavidez Kitchen Floor			166,400				Bonds, Grants, Taxes
Railroad Museum - Exterior Improvements			38,000	60,000	17,500		Bonds, Grants, Taxes
Branigan Library Renovation				209,000	2,750,000	1,111,000	Bonds, Grants, Taxes
Museum of Art Relocation/Remodel						30,000,000	Bonds, Grants, Taxes
Museums Collection Storage Facility						9,500,000	Grants, Taxes
Quality of Life - Total Future Projects	**$ -**	**$ 2,661,000**	**$ 3,868,440**	**$ 3,796,800**	**$ 3,042,500**	**$ 40,611,000**	
Total Quality of Life	**$ 2,765,152**	**$ 11,276,579**	**$ 6,818,440**	**$ 5,096,800**	**$ 4,542,500**	**$ 40,911,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Adopted as of 05/15/2023

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
ROADRUNNER TRANSIT							
RoadRUNNER Transit - Carryover Projects							
Municipal Services Center - Transit	25,161,600	8,383,338					**ARPA, Bonds, Grants, Taxes**
RoadRUNNER Transit - Total Carryover Projects	**$ 25,161,600**	**$ 8,383,338**	**$ -**	**$ -**	**$ -**	**$ -**	
RoadRUNNER Transit - Annual Projects							
Transit Facilities Improvement Program	75,000	75,000	75,000	75,000	80,000	185,000	**Grants, Taxes**
RoadRUNNER Transit - Total Annual Projects	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
Total RoadRUNNER Transit	**$ 25,236,600**	**$ 8,458,338**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
SUSTAINABILITY							
Sustainability - Carryover Projects							
Solar Energy Photo Voltaic Projects	216,503						**Taxes**
Fleet Electric Vehicle Chargers	376,000	-					Grants, Bonds, **Taxes**
Sustainability - Total Carryover Projects	**$ 592,503**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Sustainability - Future Projects							
DC Fast Chargers for Electric Vehicles		200,000	200,000				Grants, Bonds, Taxes
Public Electric Vehicle Chargers		200,000	200,000				Grants, Bonds, Taxes
Green Cool Corridors for Bicycles				174,000			Grants, Bonds, Taxes
LMI Housing Retrofits for Resiliency				1,270,000			Grants, Bonds, Taxes
Sustainability - Total Future Projects	**$ -**	**$ 400,000**	**$ 400,000**	**$ 1,444,000**	**$ -**	**$ -**	
Total Sustainability	**$ 592,503**	**$ 400,000**	**$ 400,000**	**$ 1,444,000**	**$ -**	**$ -**	
UTILITIES							
Utilities - Newly Funded Projects							
Wastewater SCADA	96,569	279,854	30,000	30,000	30,000	30,000	**Other**
Water Development	163,224	1,469,019					**WIF**
Utilities - Total Newly Funded Projects	**$ 259,793**	**$ 1,748,873**	**$ 30,000**	**$ 30,000**	**$ 30,000**	**$ 30,000**	
Utilities - Carryover Projects							
Wastewater Development	165,000	165,000					**WWIF**
Wastewater Septic Systems - NMED Grant	1,756,438	1,972,100	1,619,000				**Other**
Water Rehabilitation - NMFA	56,155	1,551,091					**Loans**
Water Utilities Bond Projects 2020A	1,878,849	4,939,151					**Bonds**
Utilities - Total Carryover Projects	**$ 3,856,442**	**$ 8,627,342**	**$ 1,619,000**	**$ -**	**$ -**	**$ -**	
Utilities - Annual Projects							
Gas Admin Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	253,333	475,000	125,000	125,000	125,000	125,000	**Other**
Gas Development - Low & High Pressure	35,624	19,234,390	3,168,364	652,341	300,000	300,000	**Other**
Gas Rehabilitation - Low & High Pressure	110,000	2,403,244	2,543,189	460,000	250,000	250,000	**Other**
Gas Rehabilitation - Street Utility Rehabilitation	1,566,258	1,044,223	1,725,000	1,725,000	1,725,000	1,725,000	**Other**
Gas SCADA	236,748	236,748	236,748	50,000	50,000	50,000	**Other**
Solid Waste Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	828,333	321,667	125,000	125,000	125,000	125,000	**Other** **Other**
Wastewater Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	175,000	1,031,000	75,000	75,000	75,000	75,000	**Other** **Other**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Adopted as of 05/15/2023

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Wastewater JHWWTF	69,219	100,000	100,000	100,000	100,000	100,000	**Other**
Wastewater Lift Station Renovations	50,000	50,000	100,000	50,000	100,000	50,000	**Other**
Wastewater Rehabilitation - East Mesa Water Reclamation Facility	67,919	486,985					**Other**
Wastewater Street Utility Rehabilitation	1,892,703	1,738,248	166,650				**Other**
Water Building Improvements	203,333	321,667	125,000	125,000	125,000	125,000	**Other**
Fiberoptic Cable Replacement from Roundtree to JU							**Other**
Water Rehabilitation - Line Extension	56,832	1,387,542					**Other**
Water Rehabilitation - Reservoir Rehabilitation	60,068	7,972,500					**Other**
Water Rehabilitation - Street Utility Rehabilitation	1,894,904	3,098,992	250,000	350,000	250,000	350,000	**Other**
Water SCADA	50,000	539,596	589,596	539,596	50,000	30,000	**Other**
Utilities - Total Annual Projects	**$ 7,550,274**	**$ 40,441,802**	**$ 9,329,547**	**$ 4,376,937**	**$ 3,275,000**	**$ 3,305,000**	
Utilities - Future Projects							
Wastewater Jacob Hands Wastewater Treatment Facility		727,835					Other
Gas Rehabilitation - Regulator Stations		600,000					Fees
Wastewater NMFA Loan		360,000					Bonds
Water Rehabilitation - Pump PRV		235,000					Fees
Water Rehabilitation - Pump Station Rehabilitation		175,000	100,000	100,000	100,000	100,000	Fees
Wastewater Development		143,023					Fees
Water NMFA Loan		100,000					Bonds
Wastewater East Mesa Water Reclamation		25,000	25,000	25,000	25,000	25,000	Fees
Gas Rehabilitation Phase I AMR Implementation			250,000	250,000	250,000	250,000	Fees
Utilities - Total Future Projects	**$ -**	**$ 2,365,858**	**$ 375,000**	**$ 375,000**	**$ 375,000**	**$ 375,000**	
Total Utilities	**$ 11,666,509**	**$ 53,183,875**	**$ 11,353,547**	**$ 4,781,937**	**$ 3,680,000**	**$ 3,710,000**	
VISIT LAS CRUCES							
Visit Las Cruces - Carryover Projects							
Convention Center FF&E	75,000	-	-	-	-	-	**Taxes**
Visit Las Cruces - Total Carryover Projects	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Total Visit Las Cruces	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
ALL DEPARTMENTS							
Total Newly Funded Projects	**$ 8,528,793**	**$ 3,618,873**	**$ 1,780,000**	**$ 1,530,000**	**$ 1,780,000**	**$ 1,780,000**	
Total Carryover Projects	**$ 117,058,439**	**$ 51,846,751**	**$ 32,908,421**	**$ 30,375,000**	**$ 5,475,000**	**$ 5,525,000**	
Total Annual Projects	**$ 32,103,650**	**$ 55,650,802**	**$ 23,873,547**	**$ 19,170,937**	**$ 17,824,000**	**$ 17,709,000**	
Total Future Projects	**$ -**	**$ 165,934,553**	**$ 44,776,940**	**$ 85,359,700**	**$ 40,826,700**	**$ 77,535,600**	
GRAND TOTAL	**$ 157,690,882**	**$ 277,050,979**	**$ 103,338,908**	**$ 136,435,637**	**$ 65,905,700**	**$ 102,549,600**	

Abbreviations and Notes:
Indicates a Change
Pending Legislative Appropriations noted in italic
Current funding sources noted in bold

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

23-126

City of Las Cruces

City Council Action and Executive Summary

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

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:		**Adopted:**	May 15, 2023
Drafter:	Cynthia Campo	**Department:**	City Manager's Office
Program:	CIP	**Line of Business:**	Planning and Implementation

Title: **A RESOLUTION APPROVING THE CAPITAL IMPROVEMENTS PROGRAM (CIP) FOR FISCAL YEAR 2024 THROUGH FISCAL YEAR 2029.**

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

PURPOSE(S) OF ACTION:

To approve the Capital Improvements Program for Fiscal Year 2024 through Fiscal Year 2029.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Capital Improvements Program (CIP) is a six year program that identifies the infrastructure and capital funding, and funding needs. One year of funded projects is followed by five unfunded years identifying future needs.

Projects are listed under the following organizational units: Economic Development, Facilities Management, Las Cruces Airport, Parks & Recreation, Public Safety (Police and Fire), Public Works, Quality of Life, RoadRUNNER Transit, Sustainability, Utilities, and Visit Las Cruces. It also identifies Non-Profit Organizations/agencies external to the City of Las Cruces for which fiscal agent agreements have been approved.

Within each organizational unit, projects may be listed in one or more of the following types: Newly Funded, Carryover, Annual, and Future. Newly Funded projects are intended to receive funding in FY2024 for the first time. Carryover projects are those which had funding in fiscal years prior to FY2024. Annual projects are ongoing projects that receive funding each fiscal year. Future projects are planned projects for which funding has not been identified or allocated.

SUPPORT INFORMATION:

Exhibit "A" - FY2024-2029 CIP Final

PLAN(S):

City Council Strategic 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 will approve the City of Las Cruces FY2024 through FY2029 CIP.
2. Vote "No"; this will not approve the City of Las Cruces FY2024 through FY2029 CIP.
3. Vote "Amend"; this could potentially amend the City of Las Cruces FY2024 through FY2029 CIP, requiring pages in the program document be added, deleted, or modified.
4. Vote "Table"; this will delay the requirements for submittal to the New Mexico Department of Finance and Administration for the 2024 Legislative Session.

RESOLUTION 23-126

A RESOLUTION APPROVING THE CAPITAL IMPROVEMENTS PROGRAM (CIP) FOR FISCAL YEAR 2024 THROUGH FISCAL YEAR 2029.

The City Council is informed that:

WHEREAS,the Capital Improvements Program (CIP) is a six year program that identifies capital projects which address capital needs to build, replace, expand, and improve infrastructure and systems; and

WHEREAS, pursuant to Article III. Section 3.02 of the City Charter, the CIP must be prepared and submitted to the City Council to keep council fully advised of the current and future needs of the city; and

WHEREAS, pursuant to Article V. Section 5.06 of the City Charter, a public hearing for the proposed CIP was held on May 4, 2023, in addition to a CIP retreat on February 23, 2023, and City Council work session on April 24, 2023; and

WHEREAS, in accordance with the provisions of Article VI. Section 6.03 of the City Charter, the financing and location of capital improvements is guided by the City's Comprehensive Plan, Elevate Las Cruces; and

WHEREAS, on April 13, 2023, the Las Cruces Utilities Board of Commissioners reviewed and recommended the approval of the Utilities' portion of the CIP.

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

(I)

THAT the Capital Improvements Program (CIP) for FY 2024 through FY 2029, attached hereto and made part of this Resolution as Exhibit "A", is hereby approved and authorized to be the basis for submission to the "Infrastructure Capital Improvement Plan" of the State of New Mexico Department of Finance and Administration.

(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
Capital Improvements Program
FY 2024-2029

Exhibit "A"

Adopted as of 05/15/2023

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
ECONOMIC DEVELOPMENT							
Economic Development - Newly Funded Projects							
Downtown Video Security	100,000						**TIDD**
Economic Development - Total Newly Funded Projects	**$ 100,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Economic Development - Carryover Projects							
Cinematic Infrastructure & Soundstage	2,933,085						**Bonds, Grants, Taxes**
Downtown Plaza Shade Structures	643,400						**Taxes**
Downtown Callecitas Shade Structure	100,000	400,000					**TIDD**
Gateway Entry Points Improvements 1 - LCIIP Signage 2 - LCIIP Pocket Park 3 - Gateway Signage	250,000	460,000	25,000	25,000	25,000	25,000	**Bonds,** Grants, Taxes
Parking Lot 7 and Bathrooms	99,404						**TIDD**
Economic Development - Total Carryover Projects	**$ 4,025,889**	**$ 860,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	
Economic Development - Annual Projects							
Downtown Parking Lots Renovation 1 - Parking Lot 9/10 2 - Parking Lot at Campo & Hadley	2,100,000	350,000	255,000	255,000	255,000	255,000	Grants, **TIDD**
Economic Development - Total Annual Projects	**$ 2,100,000**	**$ 350,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	
Economic Development - Future Projects							
Rocket Drive Expansion		820,000	7,173,000				Grants, Taxes
Transit Loop Road		1,661,000	7,800,000	7,800,000			Grants, Taxes
Economic Development - Total Future Projects	**$ -**	**$ 2,481,000**	**$ 14,973,000**	**$ 7,800,000**	**$ -**	**$ -**	
Total Economic Development	**$ 6,225,889**	**$ 3,691,000**	**$ 15,253,000**	**$ 8,080,000**	**$ 280,000**	**$ 280,000**	
FACILITIES MANAGEMENT							
Facilities Management - Carryover Projects							
Energy Efficiency Program - IGA	1,948,383						**Bonds, Taxes**
Facility Parking Lot Program 1 - Munson Center 2 - Henry R Benavidez Community Center 3 - Train Depot	200,000	250,000	250,000	250,000	250,000	250,000	**Taxes**
Gateway Entry Points Signage Maintenance	7,000	50,000	50,000	50,000	50,000	50,000	**Taxes**
Facilities Management - Total Carryover Projects	**$ 2,155,383**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Facilities Management - Annual Projects							
General Facilities Improvements 1 - La Casa Maintenance 2 - Jardin de Esperanazas 3 - WIA Rehabilitation 4 - Arc Flash Plan 5 - City Hall Furnishings 6 - Surveillance Camera Upgrades 7 - Records Center Improvements 8 - Branigan Library Exterior Re-Stucco 9 - Frank O'Brien Papen Community Center 10 - City Hall Building Operations Storage	11,585	500,000	500,000	500,000	500,000	500,000	**Taxes**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Adopted as of 05/15/2023

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Roof Replacement Program 1 - Police Department Main Building 2 - WIA Building 3 - Municipal Court 4 - Meerscheidt Rec Center 5 - Rio Grande Theater 6 - Museum of Fine Arts 7 - Museum of Nature and Science 8 - Railroad Museum 9 - Police Department Academy 10 - Roof Inspections	2,397,032	375,000	375,000	375,000	375,000	375,000	**Taxes, TIDD, Bonds**
Safety, Health, Environmental & Emergency 1 - City Hall Security Upgrades 2 - Parks Sidewalk Replacement 3 - Pool Hoist 4 - Fire Alarm & Security Upgrades 5 - Pigeon Abatement	28,448						**Taxes**
Facilities Management - Total Annual Projects	**$ 2,437,065**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	
Facilities Management - Future Projects							
HVAC Upgrade Program		200,000	200,000	200,000	200,000	200,000	Taxes
Generator Buffer Program Fire Stations		50,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program Henry R Benavidez Community Center		50,000	50,000	50,000	50,000	50,000	Taxes
Generator Replacement Program		35,000	35,000	35,000	35,000	35,000	Taxes
ADA Compliance		25,000	25,000	25,000	25,000	25,000	Taxes
Facilities Management - Total Future Projects	**$ -**	**$ 360,000**	**$ 360,000**	**$ 360,000**	**$ 360,000**	**$ 360,000**	
Total Facilities Management	**$ 4,592,448**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	
LAS CRUCES AIRPORT							
Las Cruces Airport - Carryover Projects							
LRU Airport Infrastructure Improvements	969,354						**Grants, Taxes, Other**
LRU Passenger Terminal	245,118		12,500,000		1,850,000	3,500,000	Grants, **Taxes, Other**
LRU Runway 8/26 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	155,300	4,200,000	8,400,000				Grants, **Taxes, Other**
LRU Runway 12/30 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	262,902			13,500,000			Grants, **Taxes, Other**
LRU Taxilane Improvements	130,982						Grants, **Taxes, Other**
Las Cruces Airport - Total Carryover Projects	**$ 1,763,656**	**$ 4,200,000**	**$ 20,900,000**	**$ 13,500,000**	**$ 1,850,000**	**$ 3,500,000**	
Las Cruces Airport - Annual Projects							
LRU Striping and Marking Maintenance Program	75,000	75,000	75,000	75,000	75,000	75,000	**Taxes, Other**
Las Cruces Airport - Total Annual Projects	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	
Las Cruces Airport - Future Projects							
LRU Passenger Air Service Infrastructure Revitalization		37,500,000					Grants, Taxes, Other
LRU ARFF Index B Equipment Upgrades		1,600,000					Grants, Taxes, Other
LRU Maintenance Facility Design-Construct *2023 Legislative Appropriation*		*1,050,000*					Grants, Taxes, Other
LRU Passenger Terminal Parking		1,000,000					Grants, Taxes, Other
LRU Airport Maintenance Equipment		850,000					Bonds, Grants, Taxes, Other

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Adopted as of 05/15/2023

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
LRU Runway 4/22 Rehabilitation			1,605,000				Grants, Taxes, Other
2023 Legislative Appropriation		*595,000*					
LRU Airport Automated Weather Observation System (AWOS)		412,460					Grants
LRU Airport Rotating Beacon		170,520					Bonds, Grants, Taxes, Other
LRU Runways 8-26 and 12-30 Blast Pads		166,667					Grants
LRU Pavement Maintenance Program		125,000	125,000	125,000	125,000	125,000	Taxes, Other
LRU Utility Infrastructure Improvements			4,500,000				Bonds, Grants, Taxes, Other
LRU Airline Ground Support Equipment Facilities			750,000				Grants, Taxes, Other
LRU Fuel Farm Relocation and Expansion				1,900,000			Grants, Taxes, Other
LRU Taxilane Extensions					3,400,000		Grants, Taxes, Other
LRU Commercial Hangar Design and Construct					2,800,000		Grants, Taxes, Other
LRU Multi-Modal Public Passenger Transit Facility					2,500,000		Grants, Taxes, Other
LRU East Perimeter Road						11,200,000	Grants, Taxes, Other
LRU Apron West Hangar Rehabilitation						70,000	Grants, Taxes, Other
LRU Apron West Rehabilitation						70,000	Grants, Taxes, Other
Las Cruces Airport - Total Future Projects	**$ -**	**$ 43,469,647**	**$ 6,980,000**	**$ 2,025,000**	**$ 8,825,000**	**$ 11,465,000**	
Total Las Cruces Airport	**$ 1,838,656**	**$ 47,744,647**	**$ 27,955,000**	**$ 15,600,000**	**$ 10,750,000**	**$ 15,040,000**	
NON-PROFIT ORGANIZATIONS							
Non-Profit Organizations - Carryover Projects							
Arts and Cultural District Improvements	876,147						**Grants**
2023 Legislative Appropriation		*815,128*					
MV Community of Hope - Building 1, Solar Project	200,000			600,000			**Grants**
MV Community of Hope - Casa de Peregrinos Food Rescue Whse	4,412,455	1,847,000					**Grants, Other**
MV Community of Hope - Expansion Remodel	50,000						**Grants**
2023 Legislative Appropriation		*1,150,000*					
MV Community of Hope - Health Facility Improvements	1,859,046						**Grants**
Non-Profit Organizations - Total Carryover Projects	**$ 7,397,648**	**$ 3,812,128**	**$ -**	**$ 600,000**	**$ -**	**$ -**	
Non-Profit Organizations - Future Projects							
MV Community of Hope - Campus Extension		5,000,000					Grants
MV Community of Hope - Master Plan Implementation		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
Paseos Verdes		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
MV Community of Hope - Cocina de Peregrinos/El Caldito Kitchen			1,125,000	7,500,000	2,700,000		Grants
2023 Legislative Appropriation		*1,875,000*					
La Clinica de Familia - Behavioral Health Facility							Grants
2023 Legislative Appropriation		*922,349*					
Children's Museum Facility			100,000	400,000	5,500,000		Bonds, Grants
2023 Legislative Appropriation		*601,175*					
MV Community of Hope - Jardin de los Niños Re-Roof							Grants
2023 Legislative Appropriation		*250,000*					
MV Community of Hope - Flooring							Grants
2023 Legislative Appropriation		*10,317*					
MV Community of Hope - El Caldito Upgrade			150,000				Grants
Improvements				200,000			Grants
MV Community of Hope - Patio to Office Remodel				200,000			Grants
Non-Profit Organizations - Total Future Projects	**$ -**	**$ 12,658,841**	**$ 5,375,000**	**$ 12,300,000**	**$ 12,200,000**	**$ 4,000,000**	
Total Non-Profit Organizations	**$ 7,397,648**	**$ 16,470,969**	**$ 5,375,000**	**$ 12,900,000**	**$ 12,200,000**	**$ 4,000,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Adopted as of 05/15/2023

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
PARKS & RECREATION							
Parks & Recreation - Carryover Projects							
A. Fielder Memorial Safe Haven Renovations	332,270						**Taxes**
Apodaca Park Aquatic Playground and Multi-Use Path	1,500,000	509,479	240,521				**PIF**
Aquatic Center Solar	144,353						**Grants**
Ballfield/Soccer Field Renovations & Upgrades	800,000	834,600	144,000	3,200,000			**Grants**
Burn Lake/Esslinger Community Park Improvements	19,744			3,200,000			Bonds, Grants, **Taxes**
Butterfield Shooting Range ADA Improvements	8,046		200,000	2,000,000			Bonds, Grants, **Taxes**
Chandler Tank Park	556,192						**Bonds, Taxes**
Dona Ana Move Trail	660,000						**Grants, Taxes**
East Mesa Public Safety Area Park	100,000	100,000		100,000		100,000	Grants, **PIF**
Gallagher Park Improvements	150,000						**Taxes**
Highland Park	1,000,000	510,850					Grants,**PIF, Taxes**
JCP Learning Center Exterior Repairs	292,800						**Grants, Taxes**
Las Cruces Lateral RTP Trail	463,680						**Grants**
Las Cruces Regional Aquatic Center HVAC & Dehumidifier	75,000						**Taxes**
Meerscheidt Recreation Center - Remodel/Expansion	2,000,000						**Bonds**
Meerscheidt Recreation Center Improvements	186,169	220,000					Grants, **Taxes**
Metro Verde Neighborhood Parks	619,814	500,000	500,000	500,000	500,000	500,000	**PIF**
New Skate Park - Plan & Design	530,000	550,000		250,000			**Grants**
Parks Parking Lots BMX Track Parking Lot & ADA Improvements Paz Ball Field Parking Lot Improvements Tony Gomez Park Parking Lot Improvements Veterans' Park Parking Lot	2,631,162						**Bonds, Grants, Taxes**
Parks Smart Controllers & Pumps	71,867						**Grants, Taxes**
Pioneer Women's Park Gazebo Improvements *2023 Legislative Appropriation*	125,000	*660,000*	600,000	600,000	600,000	600,000	**Grants**
Regional Rec & Aquatic Cntr - Ph II - Competitive Pool Construction	587,477						**Bonds, PIF, Taxes**
Skate Park Renovation & Improvements	995,000		836,500	1,650,000	500,000		**Grants, PIF**
Tortugas Trail	70,000						**Grants**
Wayfinding Signage	-						**Grants, PIF**
Parks & Recreation - Total Carryover Projects	**$ 13,918,574**	**$ 3,884,929**	**$ 2,521,021**	**$ 11,500,000**	**$ 1,600,000**	**$ 1,200,000**	
Parks & Recreation - Annual Projects							
Land Acquisition, Planning, and Design for Parks	100,000	500,000	500,000	500,000	500,000	500,000	**PIF**
Neighborhood Parks	577,858	600,000	500,000	500,000	500,000	500,000	**PIF, Taxes**
Parks Shade Structures	24,000	24,000	24,000	24,000	24,000	24,000	**Taxes**
Parks & Recreation - Total Annual Projects	**$ 701,858**	**$ 1,124,000**	**$ 1,024,000**	**$ 1,024,000**	**$ 1,024,000**	**$ 1,024,000**	
Parks & Recreation - Future Projects							
Parks Parking Lot Program: Apodaca Park East Mesa Recreation Center Maag Ball Park Skate Park		907,500	252,500	272,700	272,700	272,700	Bonds, Grants
Median Landscaping *2023 Legislative Appropriation*		*411,957*	200,000	200,000	200,000	200,000	Grants, Loans, Taxes
Various Park Restroom Replacement/Repairs & Upgrades		360,000					Grants
Parks and Recreational Facilities Structural Renovations *2023 Legislative Appropriation*		*286,000*					Grants, Taxes

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Veterans' Memorial Park Enhancements			412,500	662,500	662,500	662,500	Bonds, Grants
2023 Legislative Appropriation		*250,000*					
Klein Park Improvements			590,000				Grants, Taxes
2023 Legislative Appropriation		*210,000*					
Indoor/Outdoor Aquatic Amenities		195,000					Grants, Taxes
East Mesa Bataan Memorial Pool - HVAC Replacement		78,000					Grants
Trail Renovations			480,000	500,000	500,000	500,000	Bonds, Grants
2023 Legislative Appropriation		*100,000*					
Albert Johnson Park Electrical Improvements		70,000					Grants, Taxes
Park Drinking Fountains			70,000				Grants, PIF, Taxes
2023 Legislative Appropriation		*14,000*					
Benavidez Park			685,000	125,000			Grants
Upgrades			500,000				Grants, PIF
Valley View Park - Heske Garden Lighting Replacement			134,000				Grants, Taxes
Laabs Pool - HVAC Replacement			78,000				Grants, Taxes
Hadley Complex Recreation Rehabilitation			31,500	318,500			Grants, Taxes
Multi-Use Recreation Center				38,800,000			Bonds, Grants
Four Field Baseball/Softball Complex				5,995,500			Bonds, Grants, PIF
Laabs Pool - Shade Structures				97,500			Bonds, Grants, PIF
New Sand Volleyball Courts					40,000		Grants, PIF
Waterfalls Park						1,200,000	Grants, PIF
Parks & Recreation - Total Future Projects	**$ -**	**$ 2,882,457**	**$ 3,433,500**	**$ 46,971,700**	**$ 1,675,200**	**$ 2,835,200**	
Total Parks & Recreation	**$ 14,620,432**	**$ 7,891,386**	**$ 6,978,521**	**$ 59,495,700**	**$ 4,299,200**	**$ 5,059,200**	
PUBLIC SAFETY							
Public Safety - Newly Funded Projects							
Fire Station Alerting System	200,000						**Taxes**
Fire Department Training tower	99,000	120,000					Grants, **Taxes**
Public Safety - Total Newly Funded Projects	**$ 299,000**	**$ 120,000**	**$ -**	**$ -**	**$ -**	**$ -**	
Public Safety - Carryover Projects							
Fire Dept. Administration Building Lobby Remodel	200,000	350,000	193,400				**Grants,** Other
Fire Department CIT and MIH Building	365,000	3,420,315					**ARPA**, Grants, Taxes, Other
Police Department Building Renovations	55,699	150,000					**Grants, Taxes**
Public Safety Regional Radio Communication System	468,000						**Grants, Taxes**
Public Safety - Total Carryover Projects	**$ 1,088,699**	**$ 3,920,315**	**$ 193,400**	**$ -**	**$ -**	**$ -**	
Public Safety - Annual Projects							
Fire Department Equipment	330,000	720,000	500,000	500,000	500,000		**Grants**
Public Safety - Total Annual Projects	**$ 330,000**	**$ 720,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ -**	
Public Safety - Future Projects							
Downtown Public Safety Complex		57,000,000					Bonds, Grants
Fire Department Station 9		5,165,000					Bonds, Grants, Taxes, Other
Police Department Mobile Operations Command Vehicle							Grants
2023 Legislative Appropriation		*750,000*					
Public Safety Vehicles - Bearcat							Grants
2023 Legislative Appropriation		*500,000*					
Public Safety Vehicles - Rook							Grants
2023 Legislative Appropriation		*500,000*					
Police Department Equipment							Grants

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Technology Equipment *2023 Legislative Appropriation*		*450,000*					
Police Parking Lot Resurfacing		276,000					Grants, Taxes
Fire Stations 4 & 5 Security Fencing and Gates		130,000					Grants, Taxes
Fire Station 2 Bay Remodel *2023 Legislative Appropriation*		*100,000*					Grants
Fire Station 5 1 - North/South Aprons 2 - Parking Lot 3 - Improvements *2023 Legislative Appropriation*		*100,000*	214,000	230,000			Bonds, Grants, Taxes, Other
Fire Station 6 Repairs *2023 Legislative Appropriation*		*100,000*					Grants
Public Safety Vehicles - Critical Incident Command Vehicle		100,000					Grants
Fire Station 4 Restroom Remodel		90,000					Grants, Taxes, Other
Police North Parking Lot Fencing		20,000					Grants
Fire-Energy Efficiency and Sustainability				334,000	330,000	270,000	Grants
Fire Station 2 Replacement 1 - Land Acquisition 2 - Plan, Design, Construct, and FF&E 3 - Demolition					5,165,000		Taxes, Grants
Police/Fire Training Facility - Design & Construct						6,900,000	Grants
Police/Fire Training Facility - Furniture, Fixtures, & Equipment						2,100,000	Grants
Public Safety - Total Future Projects	**$ -**	**$ 65,281,000**	**$ 214,000**	**$ 564,000**	**$ 5,495,000**	**$ 9,270,000**	
Total Public Safety	**$ 1,717,699**	**$ 70,041,315**	**$ 907,400**	**$ 1,064,000**	**$ 5,995,000**	**$ 9,270,000**	
PUBLIC WORKS							
Public Works - Newly Funded Projects							
Complete Streets * University Ave. Complete Street Improvements Idaho Ave El Paseo Rd.	7,660,000	1,750,000	1,750,000	1,500,000	1,750,000	1,750,000	**Bonds**
Public Works - Total Newly Funded Projects	**$ 7,660,000**	**$ 1,750,000**	**$ 1,750,000**	**$ 1,500,000**	**$ 1,750,000**	**$ 1,750,000**	
Public Works - Carryover Projects							
Amador Hotel	3,139,993	2,950,000	2,950,000	2,950,000			**Grants, TIDD**
Bellamah Drive - Lees Drive to Luna Street	1,876,491						**Bonds, Taxes**
Campo Street Design and Reconstruct	1,401,104	4,805,214					**TIDD**
Casa Linda Acres Reconstruction	3,635,475						**ARPA, Taxes**
Del Rey Blvd Signal Improvements	125,000						**Grants, Taxes**
East Mesa Recreation Complex	2,000,000						**Bonds**
East Mesa Recreation Complex Roads	567,698	637,906					**Bonds, Taxes**
East Mesa Roads and Drainage *2023 Legislative Appropriation*	1,675,019	*550,000*	900,000	500,000	500,000	500,000	**Grants, Taxes**
GO Bonds - ARPA Funding	3,426,317						**ARPA**
GO Bond 2023 - New Fire Station	9,800,000						**Bond**
GO Bond 2023 - Parks Improvements	1,960,000						**Bond**
GO Bond 2023 - East Mesa Recreation Facility	4,900,000						**Bond**
GO Bond Q1 - Park & Sport Field Improvements & Additions	3,845,376						**GO Bonds, PIF**
GO Bond Q2 - New Animal Shelter Facility	116,697						**GO Bonds**
GO Bond Q3 - New Fire Station No. 3 Building	26,405						**GO Bonds**
GO Bond Q4 - Walking, Jogging, Biking Trails Improvements &	31,112						**GO Bonds**

*Newly funded in FY23 with project "bucket" created for FY24

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Madrid Ave Extension - Martha Dr to N Triviz Dr	2,864,997						Grants, Taxes
Midway Ave - Gas Line Rd to Mesa Dr	600,000						Taxes, Grants
Picacho Ave HAWK System	238,463						Grants, Taxes
South Main St - Avenida de Mesilla to Boutz	3,954,840						Bonds
Storm Water System Mapping	100,000	100,000					Taxes
Traffic Signals Hoagland Rd & N Alameda Blvd Roadrunner Parkway & Sonora Springs Sonoma Ranch Blvd & Northrise	1,009,929						Bonds
Telshor ADA Improvements Phase VI	316,659						Grants, Taxes
Telshor Spruce Intersection Improvements *2023 Legislative Appropriation*	586,327	*250,000*	850,000				Grants
Voluntary Assessment District Phase I Sanitary Sewer Infrastructure Sonoma Ranch Blvd Mile 2: Peachtree to Arroyo Red Hawk Golf Rd: N.Bound Metro Verde S.P1E to Arroyo Rd Regional Drainage Phase 1	435,265						Bonds
Voluntary Assessment District Phase II Peachtree Hills Rd. East & West Regional Drainage Sonoma Ranch Blvd to Engler, Mile 1, Mile 2, Mile 3, & Roundabout Sonoma Ranch Blvd Landscaping to Engler, Mile 1, Mile 2, & Mile 3	4,298,946						Bonds
Villa Mora Dam Park Study *2023 Legislative Appropriation*	362,588	*250,000*					Grants, Taxes
Walnut-Madrid TAP Bike/Pedestrian Improvements	1,281,698						Bonds, Grants
Public Works - Total Carryover Projects	**$ 54,576,399**	**$ 9,543,120**	**$ 4,700,000**	**$ 3,450,000**	**$ 500,000**	**$ 500,000**	
Public Works - Annual Projects							
Active Transportation Bicycle Facilities Pedestrian Safety Improvements ADA Sidewalk Gap	354,637	350,000	350,000	350,000 v	350,000	350,000	Bonds, Taxes
Chip Seal Program	200,000	200,000	200,000	200,000	200,000	200,000	Taxes
CO-OP Match	80,000	80,000	80,000	80,000	80,000	80,000	Taxes
Drainage Infrastructure Improvements	3,068,122	500,000	500,000	500,000	500,000	500,000	Bonds, Taxes
Land Acquisition - Public Works	200,000	250,000	250,000	250,000	250,000	250,000	Taxes
M.A.P. Match	165,000	150,000	150,000	150,000	150,000	150,000	Taxes
Materials Testing	240,000	250,000	250,000	250,000	250,000	250,000	Taxes
Neighborhood Traffic Calming Program	60,000	60,000	60,000	60,000	60,000	60,000	Taxes
Pavement Condition Index Improvements	10,238,981	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	Bonds, Taxes
Pavement Marking Program	169,000	500,000	250,000	500,000	250,000	500,000	Taxes
Roadway Maintenance Program	902,569	700,000	700,000	700,000	700,000	700,000	Taxes
Street Lighting & Traffic Signal Maintenance Program	1,096,291	500,000	500,000	500,000	500,000	500,000	Taxes

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Traffic Signal Program	514,847	500,000	500,000	500,000	500,000	500,000	**Taxes**
Transportation System Modernization ITS	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**Taxes**
Unpaved Roads	250,000	250,000	250,000	250,000	250,000	250,000	**Taxes**
Weed Control & Maintenance Program	186,500	100,000	100,000	100,000	100,000	100,000	**Taxes**
Public Works - Total Annual Projects	**$ 18,725,947**	**$ 11,690,000**	**$ 11,440,000**	**$ 11,690,000**	**$ 11,440,000**	**$ 11,690,000**	
Public Works - Future Projects							
HWY 70 and Elks/Triviz Intersection Improvements		25,000,000					Grants, Taxes
Resiliency		1,250,000	1,250,000	1,000,000	1,250,000	1,250,000	Bonds
Melendres Ave - Hadley to Picacho		1,979,500					Loans, Taxes
Johnson St - Rouault Ave to Topley Dr		1,712,000					Loans, Taxes
Ethel Ave - Alameda Blvd to Miranda, and Houma		1,043,250					Loans, Taxes
Mesquite Historical District Renovations							Grants
2023 Legislative Appropriation		*1,025,000*					Grants
Lift Up Las Cruces - Street Improvements							Grants
2023 Legislative Appropriation		*595,000*					
University Ave. Complete Street Improvements-Design			480,000				Grants, Bonds, Taxes
2023 Legislative Appropriation		*520,000*					Loans, Taxes
Pittsburg Ave - Melendres to Cul de Sac		250,000					Loans, Taxes
Med Park Ave - Idaho to Perkins Ave			1,824,000				Loans, Taxes
Evelyn St - Madrid Ave to Ash Ave			1,710,000				Loans, Taxes
Sacramento St - Ash Ave to Oasis Ave			1,482,000				Loans, Taxes
Mountain Ave - Melendres St to Armijo St			1,368,000				Loans, Taxes
Armijo St - Picacho Ave to Parker Rd			684,000				Loans, Taxes
Sequoia Ave - Valley Dr to E.O.P.				2,420,000			Loans, Taxes
Lohman at Walnut and Walton Signal Improvements				1,500,000			Bonds, Loans, Taxes
Kilmer St - Spruce Ave to Ash Ave				1,391,000			Loans, Taxes
Armijo St - Organ Ave to Mountain Ave				1,331,000			Loans, Taxes
Poplar Ave - Mesquite St to Santa Fe St				871,200			Loans, Taxes
La Fonda Dr - Idaho Ave to E.O.P.				726,000			Loans, Taxes
6th Street - Hayner Ave to Hadley Ave				484,000			Loans, Taxes
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz					3,379,200		Loans, Taxes
Miranda Ave - Picacho Ave to Court Ave					1,664,000		Loans, Taxes
Rigsby Rd - Barker to Valley Dr					768,000		Loans, Taxes
Scoggins Ave - 6th St to Sweet St					652,800		Loans, Taxes
Mountain Ave - Water St to Alameda Blvd					640,000		Loans, Taxes
Street Lighting Management System					500,000		Bonds, Loans, Taxes
Aspen Ave - Sequioa Ave to S Valley Dr						2,970,000	Loans, Taxes
Alameda Blvd - Amador Ave to Las Cruces Ave						1,409,400	Taxes, TIDD
Westgate St - Amador Ave to Cul de Sac						1,350,000	Loans, Taxes
Parkview Dr - Espina St to E.O.P.						972,000	Loans, Taxes
Sweet St - Hadley Ave to Hayner St						568,000	Loans, Taxes
Targeted Road and Lighting Improvements - Design						50,000	Taxes
West Mesa Fiber Optics Improvements - Design						50,000	Taxes
Public Works - Total Future Projects	**$ -**	**$ 33,374,750**	**$ 8,798,000**	**$ 9,723,200**	**$ 8,854,000**	**$ 8,619,400**	
Total Public Works	**$ 80,962,346**	**$ 56,357,870**	**$ 26,688,000**	**$ 26,363,200**	**$ 22,544,000**	**$ 22,559,400**	

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QUALITY OF LIFE							
Quality of Life - Newly Funded Projects							
Museum System Technology Improvements	210,000						**TIDD**
Quality of Life - Total Newly Funded Projects	**$ 210,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Quality of Life - Carryover Projects							
Branigan Cultural Center Improvements	123,088		1,000,000	1,000,000	1,200,000		**Grants, Taxes**
2023 Legislative Appropriation		*165,000*					
Branigan Library - Expansion Phase II/Branch	64,364	2,615,000	1,650,000				Bonds, Grants, **Other**
Go Bond 2023 Public Art	340,000						**Bond**
Munson Center Renovations	964,260						**Grants**
2023 Legislative Appropriation		*2,302,399*					
Sage Café Expansion	902,525	3,083,180					**Grants**
Senior Programs Kitchen Equipment	52,409	150,000					**Taxes**
Quality of Life - Total Carryover Projects	**$ 2,446,646**	**$ 8,315,579**	**$ 2,650,000**	**$ 1,000,000**	**$ 1,200,000**	**$ -**	
Quality of Life - Annual Projects							
Public Art Program	108,506	300,000	300,000	300,000	300,000	300,000	**Taxes**
Quality of Life - Total Annual Projects	**$ 108,506**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Quality of Life - Future Projects							
Munson Center Floor		750,000					Bonds, Grants, Taxes
Sage Café Backup Generator		422,500					Bonds, Grants, Taxes
Senior Programs Vehicles			80,000	28,000			Grants
2023 Legislative Appropriation		*310,000*					
Senior Programs Existing Kitchen Expansion Assessment		260,000					Taxes
Munson Center Bathrooms		250,000					Bonds, Grants, Taxes
Munson Center Kitchen Expansion		221,000	3,053,100				Bonds, Grants, Taxes
Benavidez Kitchen Expansion			93,800	2,854,800			Bonds, Grants, Taxes
2023 Legislative Appropriation		*127,500*					
Museum System On-site Server		115,000					Bonds, Grants, Taxes
Museum of Nature and Science - Atrium Redesign			15,000				Grants, Taxes
2023 Legislative Appropriation		*50,000*					
Frank O'Brien Papen Center - Dining Room Floor			27,140				Grants, Taxes
2023 Legislative Appropriation		*35,000*					
Museum of Art Improvements		35,000	95,000	320,000	200,000		Bonds, Grants, Taxes
Museum of Art - Gallery Flooring		35,000	165,000				Bonds, Grants, Taxes
Museum of Nature and Science - Nature Center Redesign		25,000	75,000	175,000			Taxes, Grants
Railroad Museum Reinterpretation		25,000	60,000	150,000	75,000		Bonds, Grants, Taxes
Benavidez Kitchen Floor			166,400				Bonds, Grants, Taxes
Railroad Museum - Exterior Improvements			38,000	60,000	17,500		Bonds, Grants, Taxes
Branigan Library Renovation				209,000	2,750,000	1,111,000	Bonds, Grants, Taxes
Museum of Art Relocation/Remodel						30,000,000	Bonds, Grants, Taxes
Museums Collection Storage Facility						9,500,000	Grants, Taxes
Quality of Life - Total Future Projects	**$ -**	**$ 2,661,000**	**$ 3,868,440**	**$ 3,796,800**	**$ 3,042,500**	**$ 40,611,000**	
Total Quality of Life	**$ 2,765,152**	**$ 11,276,579**	**$ 6,818,440**	**$ 5,096,800**	**$ 4,542,500**	**$ 40,911,000**	

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ROADRUNNER TRANSIT							
RoadRUNNER Transit - Carryover Projects							
Municipal Services Center - Transit	25,161,600	8,383,338					**ARPA, Bonds, Grants, Taxes**
RoadRUNNER Transit - Total Carryover Projects	**$ 25,161,600**	**$ 8,383,338**	**$ -**	**$ -**	**$ -**	**$ -**	
RoadRUNNER Transit - Annual Projects							
Transit Facilities Improvement Program	75,000	75,000	75,000	75,000	80,000	185,000	**Grants, Taxes**
RoadRUNNER Transit - Total Annual Projects	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
Total RoadRUNNER Transit	**$ 25,236,600**	**$ 8,458,338**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
SUSTAINABILITY							
Sustainability - Carryover Projects							
Solar Energy Photo Voltaic Projects	216,503						**Taxes**
Fleet Electric Vehicle Chargers	376,000	-					Grants, Bonds, **Taxes**
Sustainability - Total Carryover Projects	**$ 592,503**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Sustainability - Future Projects							
DC Fast Chargers for Electric Vehicles		200,000	200,000				Grants, Bonds, Taxes
Public Electric Vehicle Chargers		200,000	200,000				Grants, Bonds, Taxes
Green Cool Corridors for Bicycles				174,000			Grants, Bonds, Taxes
LMI Housing Retrofits for Resiliency				1,270,000			Grants, Bonds, Taxes
Sustainability - Total Future Projects	**$ -**	**$ 400,000**	**$ 400,000**	**$ 1,444,000**	**$ -**	**$ -**	
Total Sustainability	**$ 592,503**	**$ 400,000**	**$ 400,000**	**$ 1,444,000**	**$ -**	**$ -**	
UTILITIES							
Utilities - Newly Funded Projects							
Wastewater SCADA	96,569	279,854	30,000	30,000	30,000	30,000	**Other**
Water Development	163,224	1,469,019					**WIF**
Utilities - Total Newly Funded Projects	**$ 259,793**	**$ 1,748,873**	**$ 30,000**	**$ 30,000**	**$ 30,000**	**$ 30,000**	
Utilities - Carryover Projects							
Wastewater Development	165,000	165,000					**WWIF**
Wastewater Septic Systems - NMED Grant	1,756,438	1,972,100	1,619,000				**Other**
Water Rehabilitation - NMFA	56,155	1,551,091					**Loans**
Water Utilities Bond Projects 2020A	1,878,849	4,939,151					**Bonds**
Utilities - Total Carryover Projects	**$ 3,856,442**	**$ 8,627,342**	**$ 1,619,000**	**$ -**	**$ -**	**$ -**	
Utilities - Annual Projects							
Gas Admin Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	253,333	475,000	125,000	125,000	125,000	125,000	**Other**
Gas Development - Low & High Pressure	35,624	19,234,390	3,168,364	652,341	300,000	300,000	**Other**
Gas Rehabilitation - Low & High Pressure	110,000	2,403,244	2,543,189	460,000	250,000	250,000	**Other**
Gas Rehabilitation - Street Utility Rehabilitation	1,566,258	1,044,223	1,725,000	1,725,000	1,725,000	1,725,000	**Other**
Gas SCADA	236,748	236,748	236,748	50,000	50,000	50,000	**Other**
Solid Waste Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	828,333	321,667	125,000	125,000	125,000	125,000	**Other** **Other**
Wastewater Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	175,000	1,031,000	75,000	75,000	75,000	75,000	**Other** **Other**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Adopted as of 05/15/2023

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Wastewater JHWWTF	69,219	100,000	100,000	100,000	100,000	100,000	**Other**
Wastewater Lift Station Renovations	50,000	50,000	100,000	50,000	100,000	50,000	**Other**
Wastewater Rehabilitation - East Mesa Water Reclamation Facility	67,919	486,985					**Other**
Wastewater Street Utility Rehabilitation	1,892,703	1,738,248	166,650				**Other**
Water Building Improvements	203,333	321,667	125,000	125,000	125,000	125,000	**Other**
Fiberoptic Cable Replacement from Roundtree to JU							**Other**
Water Rehabilitation - Line Extension	56,832	1,387,542					**Other**
Water Rehabilitation - Reservoir Rehabilitation	60,068	7,972,500					**Other**
Water Rehabilitation - Street Utility Rehabilitation	1,894,904	3,098,992	250,000	350,000	250,000	350,000	**Other**
Water SCADA	50,000	539,596	589,596	539,596	50,000	30,000	**Other**
Utilities - Total Annual Projects	**$ 7,550,274**	**$ 40,441,802**	**$ 9,329,547**	**$ 4,376,937**	**$ 3,275,000**	**$ 3,305,000**	
Utilities - Future Projects							
Wastewater Jacob Hands Wastewater Treatment Facility		727,835					Other
Gas Rehabilitation - Regulator Stations		600,000					Fees
Wastewater NMFA Loan		360,000					Bonds
Water Rehabilitation - Pump PRV		235,000					Fees
Water Rehabilitation - Pump Station Rehabilitation		175,000	100,000	100,000	100,000	100,000	Fees
Wastewater Development		143,023					Fees
Water NMFA Loan		100,000					Bonds
Wastewater East Mesa Water Reclamation		25,000	25,000	25,000	25,000	25,000	Fees
Gas Rehabilitation Phase I AMR Implementation			250,000	250,000	250,000	250,000	Fees
Utilities - Total Future Projects	**$ -**	**$ 2,365,858**	**$ 375,000**	**$ 375,000**	**$ 375,000**	**$ 375,000**	
Total Utilities	**$ 11,666,509**	**$ 53,183,875**	**$ 11,353,547**	**$ 4,781,937**	**$ 3,680,000**	**$ 3,710,000**	
VISIT LAS CRUCES							
Visit Las Cruces - Carryover Projects							
Convention Center FF&E	75,000	-	-	-	-	-	**Taxes**
Visit Las Cruces - Total Carryover Projects	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Total Visit Las Cruces	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
ALL DEPARTMENTS							
Total Newly Funded Projects	**$ 8,528,793**	**$ 3,618,873**	**$ 1,780,000**	**$ 1,530,000**	**$ 1,780,000**	**$ 1,780,000**	
Total Carryover Projects	**$ 117,058,439**	**$ 51,846,751**	**$ 32,908,421**	**$ 30,375,000**	**$ 5,475,000**	**$ 5,525,000**	
Total Annual Projects	**$ 32,103,650**	**$ 55,650,802**	**$ 23,873,547**	**$ 19,170,937**	**$ 17,824,000**	**$ 17,709,000**	
Total Future Projects	**$ -**	**$ 165,934,553**	**$ 44,776,940**	**$ 85,359,700**	**$ 40,826,700**	**$ 77,535,600**	
GRAND TOTAL	**$ 157,690,882**	**$ 277,050,979**	**$ 103,338,908**	**$ 136,435,637**	**$ 65,905,700**	**$ 102,549,600**	

Abbreviations and Notes:
Indicates a Change
Pending Legislative Appropriations noted in italic
Current funding sources noted in bold

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

City of Las Cruces

City Council Action and Executive Summary

3031; Council Bill 23-025

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

District:	☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	May 1, 2023	**Adopted:**	May 15, 2023
Drafter:	Vince Banegas	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title: **AN ORDINANCE APPROVING A ZONE CHANGE FROM A-2 (RURAL AGRICULTURAL DISTRICT) TO C-3C (COMMERCIAL HIGH INTENSITY-CONDITIONAL) FOR PROPERTY LOCATED AT 4003 TELLBROOK ROAD. SUBMITTED BY PROPERTY OWNERS RAYLYN AND LEZLIE WILCOX.**

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

PURPOSE(S) OF ACTION:

Zone Change

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City Council is required to review and take final action on zone changes per Section 38-10.B.2.b. and 38-13.A. of the 2001 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 buildings and/or land.

The applicant is requesting a zone change from A-2 (Rural Agricultural District) to C-3C (Commercial High Intensity-Conditional) for property approximately 10.85 acres in size and located at 4003 Tellbrook Road. The existing A-2 zone represents a non-conforming zoning district designation that became defunct upon adoption of the 2001 Las Cruces Zoning Code, as amended. In order to develop the property, a zone change to an appropriate zoning designation will be required. Due to the surrounding area, the subject property being adjacent to a minor arterial/collector roadway intersection, and the development vision proposed by the applicant, the C-3C zoning district is an appropriate designation. In this particular instance, the conditions that were proposed by the applicant, and recommended by the Planning and Zoning Commission, speak to limiting permitted land uses to those listed in an exhibit which will be attached to the Ordinance as Exhibit "B". This list focuses on reducing the types of office and service uses, and significantly reduces the types of retail uses allowed on the property. By implementing these restrictions, land uses and the degree of intensity they may create will be minimized from what the C-3 district would otherwise allow. The conditions also facilitate the development vision the property owners wish to achieve involving the creation of an office, dwelling, botanical gardens, an accessory structure (storage of equipment, etc.), and potentially a small coffee shop to be ancillary to the botanical garden use.

The subject property is presently vacant. Immediately north of the property is a large lot that is predominately vacant and also zoned A-2. Immediately south, are developed and undeveloped properties zoned C-2 (Commercial Medium Intensity), R-2 (Multi-Dwelling Low Density), and R-3 (Multi-Dwelling Medium Density). Of those developed, several are single-family dwellings, and several others are apartments (duplexes, triplexes and one fourplex). To the east, further south, and further north, medium to large lot residential uses are prevalent. Several of these properties are outside the city limits.

The proposed zone change is consistent with the Elevate Las Cruces Comprehensive Plan and several goals, policies, and actions contained therein. Policy supporting the request speaks to encouraging the development of vacant/underutilized property, supporting, promoting, and identifying places of employment to help increase employment opportunities, and promoting a jobs-housing balance. The property is within the Suburban Place Type characterized by low to moderate-density residential land uses intermixed with areas of commercial development.

On January 24, 2023, the case was heard by the Planning and Zoning Commission at their regular meeting. The zone change request had significant opposition from residents in the area. In fact, 39 emails were received by staff. Of those, 37 were opposed to the proposal, 1 was in support, and 1 was simply requesting additional information. Many of those submitting emails were in attendance at the Planning and Zoning Commission meeting. In consideration of all input received (emails, phone calls, meetings), issues raised for the opposition involved increased light pollution, traffic, and noise, lack of compatibility the proposal brings to the surrounding residential area, potential impacts to wildlife and property values, lack of assurances that development will not broaden beyond the stated scope, and whether commercial zoning was even needed in the area. Of the few supporting the request, statements clearly reflect that there was a general acceptance of the development as proposed and that said the development could bring desirable uses closer to residents thereby creating increased walkability in the neighborhood and reducing the need for vehicle miles traveled. Ultimately, the Planning and Zoning Commission voted 4-1-0 (two seats vacant) to approve the request with the aforementioned condition.

Although no appeals were submitted regarding the Planning and Zoning Commission's recommendation, one area resident requested the addition of documentation to this CAES packet. This documentation was not presented to the Commission at the January 24, 2023 meeting. It contains additional information intended to further strengthen the opposition's perspective. This attachment is clearly identified as to its source and content. Please be advised that handling new information in this manner is not normally done, but has been carried out in the past.

SUPPORT INFORMATION:

EXHIBIT "A" - Vicinity Map
EXHIBIT "B" - List of Permitted Uses
EXHIBIT "C" - Findings of Fact
ATTACHMENT "A" - 4003 Tellbrook Road Staff Rprt
ATTACHMENT "B" - Unapproved 1/24/23 Minute Excerpts
ATTACHMENT "C" - Email Correspondence
ATTACHMENT "D" - Mr. Milligan Submittal

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. The subject property located at 4003 Tellbrook Road will be rezoned from A-2 (Agricultural District) to C-3C (Commercial High Intensity-Conditional).
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by P&Z. The current non-conforming zoning designation of A-2 (Agricultural District) will remain, requiring the property owner to seek an alternate zoning designation prior to development.
3. Vote to "Amend"; this could allow the City Council to modify the Ordinance by adding conditions as deemed appropriate.
4. Vote to "Table"; this could allow the City Council to table/postpone the Ordinance and direct staff accordingly.

ORDINANCE 3031; COUNCIL BILL 23-025

AN ORDINANCE APPROVING A ZONE CHANGE FROM A-2 (RURAL AGRICULTURAL DISTRICT) TO C-3C (COMMERCIAL HIGH INTENSITY-CONDITIONAL) FOR PROPERTY LOCATED AT 4003 TELLBROOK ROAD. SUBMITTED BY PROPERTY OWNERS RAYLYN AND LEZLIE WILCOX.

The City Council is informed that:

WHEREAS, Raylyn and Lezlie Wilcox, property owners, have submitted a request for a zone change from A-2 (Agricultural District) to C-3C (Commercial High Intensity-Conditional); and

WHEREAS, the condition attached to the C-3 designation reduces multiple service uses, and substantially reduces commercial uses otherwise allowed in the C-3 district while allowing the applicant to fulfill his development vision for the property; and

WHEREAS, the subject property is approximately 10.85 acres in size, vacant, and has a defunct zoning district in need of change; and

WHEREAS, the proposed zone change is consistent with the Suburban Place Type per Elevate Las Cruces Comprehensive Plan and is supported by various goals and policies contained therein; and

WHEREAS, the proposed zone change meets the purpose and intent of the 2001 Las Cruces Zoning Code, as amended; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on January 24, 2023, recommended that the zone change request be approved by a vote of 4-1-0 (two commission seats vacant).

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

(I)

THAT the land as reflected in Exhibit "A", attached hereto and made part of this Ordinance, is hereby zoned C-3C (Commercial High Density - Conditional).

(II)

THAT the conditions stipulated are identified in Exhibit "B", attached hereto and made part of this Ordinance.

(III)

THAT the zoning is based on the findings contained in Exhibit "C", attached hereto and made part of this Ordinance.

(IV)

THAT the zoning of said property be shown accordingly on the City Zoning Atlas.

(V)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

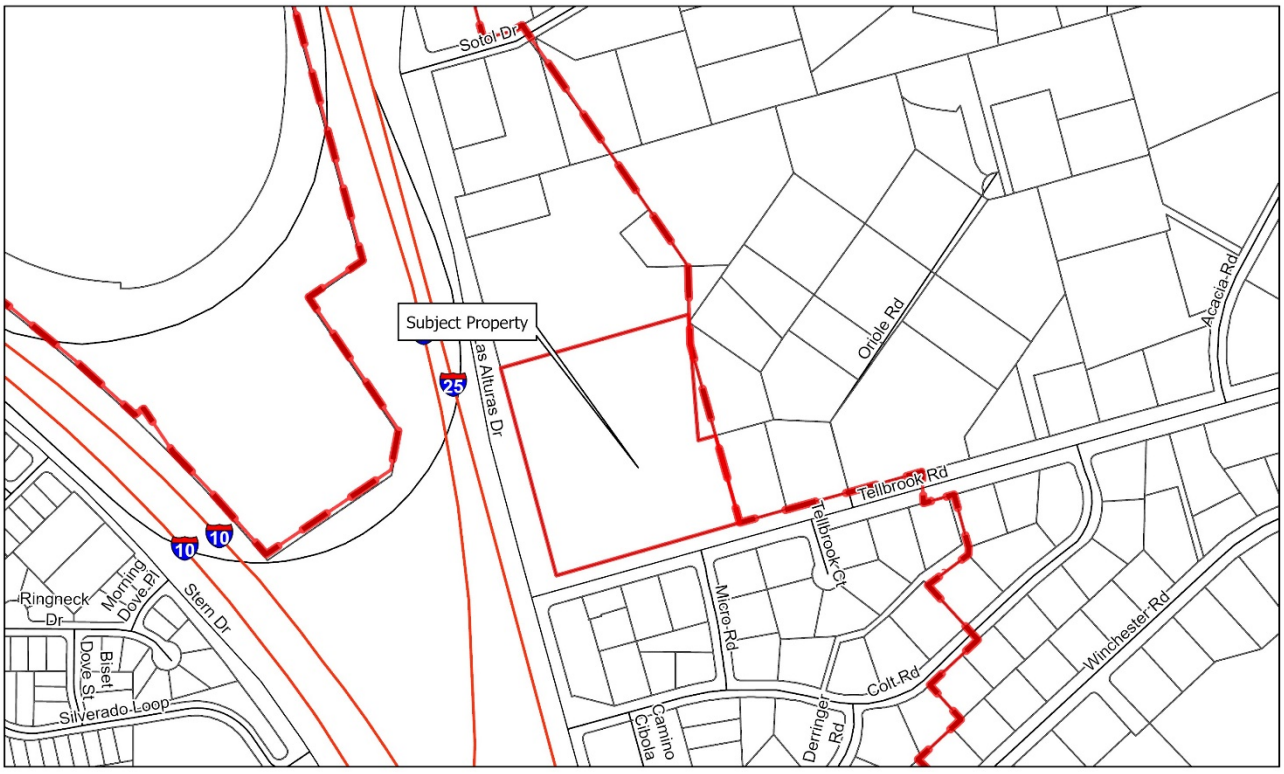
Moved by:

Seconded by:

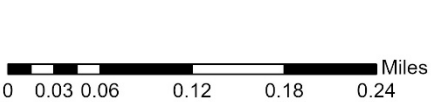
AYES

NAYS

EXHIBIT “A”



Note: Subject property is outlined in red.





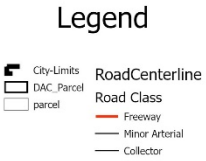


EXHIBIT "B" – Zoning Condition

Permitted Use List From C-3 District Listing

C-3 COMMERCIAL HIGH INTENSITY: The C-3 district facilitates and encourages development of those uses which provide retail, service, and wholesale activities within the City and a regional market, whose use generally serves a population of over 15,000.

LAND USES ALLOWED

RESIDENTIAL-RELATED LAND USES (See Section 38-33B)

Apartments

Accessory Uses and Structures

Greenhouse, Garden Shed or Tool Shed (ancillary to botanical gardens)

INSTITUTIONAL LAND USES (See Section 38-33D)

Community Buildings Uses

Library/Museum

RECREATIONAL LAND USES (See Section 38-33E)

Health/Exercise Club/Gymnasium/Sports Instruction

Botanical Park

SERVICE LAND USES (See Section 38-33F)

Accounting, Auditing & Bookkeeping

Architectural, Engineering, Planning & Surveying Services

Art Studio

Barber/Beauty/Hair Salon & Related Personal Care

Business Offices

Consulting

Counseling Services

Desktop Publishing & Graphic Design

Institutional Office: Public, Private, Educational, Religious, & Philanthropic Insurance

Legal Services

Lessons (Art, Dance, Music, etc.)

Photography Studio

Real Estate

Tax Preparation

RETAIL LAND USES (See Section 38-33G)

Café, Cafeteria, Coffee Shop, Restaurant, etc. (ancillary to botanical gardens)

Clothing Store (limited to 2,500 sq. Ft. building)

Garden Supply

Plant Nursery

EXHIBIT “C”

FINDINGS OF FACT

1. The property under consideration has a non-conforming zoning designation that no longer exists in the 2001 Las Cruces Zoning Code, as amended.
2. Prior to development, an appropriate zoning district designation needs to be established pursuant to code. The proposed C-3C district designation is the most appropriate zoning district given the surrounding area and the applicant’s development proposal.
3. Staff agrees with Exhibit “A” (permitted land uses) in that they will achieve what the applicant seeks to develop on the property while ensuring that any future residential, office, and commercial uses remain compatible with the surrounding neighborhood.
4. 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. This place type is consistent with what the proposed C-3C zone seeks to provide.
5. The proposed zone change request is supported by the Elevate Las Cruces Comprehensive Plan and meets the purpose and intent of the 2001 Zoning Code (2001 Zoning Code, Section 38-2). Goals, policies and actions supporting this case can be found in ATTACHMENT “A” of this CAES packet.
6. The proposal will be compatible with the limited commercial and multi-family zoning south of Tellbrook Road.
7. The proposal will help create a commercial/service node at the intersection of Las Alturas and Tellbrook Road which will serve surrounding residential uses.

ATTACHMENT "A"

ZONING

Planning & Zoning Commission 1/24/2023

CASE 22ZO0500020: TELLBROOK ROAD REZONING:

STAFF CONTACT:	Vincent Banegas, (575) 528-3058, vbanegas@las-cruces.org
OWNER:	Raylyn and Lezlie Wilcox
REPRESENTATIVE:	Same
DISTRICT:	District #2
SITE ADDRESSES:	4003 Tellbrook Road
EXISTING ZONING:	A-2 (Rural Agricultural District)
REQUEST:	Rezone from A-2 (Rural Agricultural District) to C-3C (Commercial High Intensity–Conditional)
RELATED APPLICATIONS:	N/A
STAFF RECOMMENDATION:	Approval

SUMMARY OF CASE 22ZO0500020:
A zone change from A-2 (Rural Agricultural District) to C-3C (Commercial High Intensity-Conditional) for property located at the northeast corner of Tellbrook Road and Las Alturas Drive. The property encompasses ±10.85 acres and is in Council District #2. Submitted by Raylyn and Lezlie Wilcox, property owners.

SUMMARY OF RECOMMENDATION:
Staff is recommending **APPROVAL with CONDITIONS** based on the findings listed below:

- The property under consideration has a non-conforming zoning designation that no longer exists in the 2001 Las Cruces Zoning Code, as amended.
- Prior to development, an appropriate zoning district designation needs to be established pursuant to code. The proposed C-3C district designation is the most appropriate zoning district given the surrounding area and the applicant's development proposal.

- Staff is in agreement with Exhibit "A" (permitted land uses) in that they will achieve what the applicant seeks to develop on the property while

ensuring that any future residential, office, and commercial uses remain compatible with the surrounding neighborhood.
- 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. This place type is consistent with what the proposed C-3C zone seeks to provide.
- The proposed zone change request is supported by the Elevate Las Cruces Comprehensive Plan and meets the purpose and intent of the 2001 Zoning Code (2001 Zoning Code, Section 38-2).
- The proposal will be compatible with the limited commercial and multi-family zoning south of Tellbrook Road.
- The proposal will help create a commercial/service node at the intersection of Las Alturas and Tellbrook Road which will serve surrounding residential uses.

CONDITIONS:
- The subject property is limited to the list of permitted land uses as outlined in Exhibit "A."

PROPOSAL AND LAND USE HISTORY

DETAILED DESCRIPTION:
The property owner is seeking rezoning of property from A-2 to C-3C to facilitate the proposed development of commercial botanical gardens, a small office, and one single-family dwelling. Through the application of proposed land use conditions (Exhibit "A"), other limited multi-family, office, and commercial uses may come to fruition although those uses are not the applicant's focus via this proposal. The present A-2 zoning district designation does not exist within the 2001 Las Cruces Zoning Code, as amended. The A-2 zoning district existed in earlier zoning codes, but was eliminated under the current code. At the time of code adoption, a two-year grace period allowed any non-conforming zoning to remain in full force and effect until rezoning or conversion of zoning took place. Staff initiated rezoning/conversion efforts for related properties and encouraged property owners to come forward with requests of their own to bring about compliance with the 2001 district standards. Due to the sheer number of properties that needed adjustment, staff could not reach out to all applicable property owners within the time frame provided even after extending the time frame for compliance. Originally, the A-2 district was typically used to zone agricultural land. Later, it was also used as a type of holding zone when property owners were uncertain as to the zoning district desired upon the annexation of land. Changing the zoning to C-3C will correct this zoning non-conformity.

The annexation that created the need herein stated was called the I-10 and I-25 Interchange Annexation. The annexation occurred in 1968 containing ± 920 acres.

LAND USE HISTORY:
The subject property was not created as part of any formal subdivision, but rather through a metes and bounds conveyance. The property is currently undeveloped.

ATTACHMENT "A"

ZONING DECISION CRITERIA AND POLICIES

POLICY	DOES IT COMPLY?
Neighborhood Character and Compatibility	Yes
Elevate Las Cruces Comprehensive Plan	Yes
Thoroughfare Plans	Yes
Purpose and Intent of the Code: Section 38-2	Yes
Criteria for Decisions: Section 2-382	Yes

NEIGHBORHOOD CHARACTER AND COMPATIBILITY:
In large part, the area surrounding the subject property consists of medium to large lot residential uses. This development pattern exists both east and south of the subject property. Directly north is more vacant A-2 zoning and directly south is C-2, R-2, and R-3 zoning developed as multi-family residential. Given the development pattern described, there should be no adverse impact to the surrounding neighborhood in terms of character and compatibility.

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:
According to the Future Development Map in the Elevate Las Cruces Comprehensive Plan, the subject parcel falls within the Suburban Neighborhood Place Type. The Suburban Neighborhood Place Type is characterized as providing low-to-moderate density residential land uses intermixed with areas of commercial development.

The following goals, polices, and actions from Elevate Las Cruces are relevant to the proposed Zone Change:

- Community Environment:
  - Goal CE-1: Balanced Growth – Encourage efficient land use development patterns that accommodate projected growth in a sustainable manner.
    - Policy CE-1.2. – Promote investment within older areas of the city through redevelopment.
    - Policy CE 5.1.2 – Provide gradual transitions between developments with residential lots of varying size and building heights.
  - Goal CE-5: Building and Site Design – Establish standards to integrate new development with surrounding built and natural features while mitigating long-term natural resources and climate impacts.
    - Policy CE-5.1 – Promote building form and scale that complements surrounding neighborhoods and creates strong linkages between the development site, the street, and other public grounds.
      Action CE 5.1.2 – Provide gradual transitions between developments with residential lots of varying size and building heights.
- Community Prosperity:

- Goal CP-9: Housing Diversity – Provide a diverse range of housing options to accommodate residents at all stages in life.

Community Livability:

- Goal CL-2: Neighborhood Conservation - Strengthen neighborhood condition through improvements to the built-environment.
  - Policy CL-2.2 – Encourage redevelopment of vacant properties within neighborhoods.

As the uses surrounding the subject property are congruous to the suburban comprehensive plan place type and well supported by various comprehensive goals and policies, staff feels the application is justified and should pose no conflict with the existing neighborhood.

COMPLIANCE WITH THOROUGHFARE PLAN:
Tellbrook Road is a ± 36’ major collector roadway which intersects Las Alturas Drive (± 50’), a minor arterial roadway as designated by the Elevate Las Cruces Thoroughfare Map. In that the subject property is on the northeast corner of this intersection, ingress/egress to the subject property should be attainable and easily accommodate the proposed uses. There is no curb, gutter or sidewalks along either roadway.

CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE:
Per Section 38-2: The intent of the Zoning Code is to encourage the most appropriate use of land and to promote the health, safety, and general welfare of the community for the purpose of improving each citizen's quality of life.
The regulations relevant to the proposed zone change include:

A. Ensure that all development is in accordance with this Code and the Elevate Las Cruces Comprehensive Plan and its elements.
B. Encourage innovations in land development and redevelopment.
C. Give reasonable consideration to the character of each zoning district and its peculiar suitability for particular uses.
H. Encourage the conservation of energy in the use of structures, buildings, and land.
J. Improve the design, quality, and character of new development.
K. Encourage development of vacant properties within established areas.
L. Ensure that development proposals are sensitive to the character of existing neighborhoods.
N. Conserve the value of buildings and land.

Review by Staff determined the proposed zone change would not adversely impact the surrounding area. Future uses that may be authorized by the proposed district (with applicable conditions) will be in keeping with the surrounding area. Additionally, the proposed action will eliminate the property’s non-conforming zoning.

CRITERIA FOR DECISIONS:
Per Section 2-382 of the Las Cruces Municipal Code, the Planning and Zoning Commission shall determine the following:

A. The Planning and Zoning Commission shall review the comprehensive plan, and other applicable plans and codes and determine whether the request will:
   1. Impair an inadequate supply of light and air to adjacent property or otherwise adversely impact adjoining properties.
   2. Unreasonably increase the traffic in public streets.
   3. Increase the danger of fire or endanger the public safety.
   4. Deter the orderly and phased growth and development of the community.
   5. Unreasonably impair established property values within the surrounding area.
   6. In any other respect, impair the public health, safety, or general welfare of the city.
   7. Constitute a spot zone, and therefore, adversely affect adjacent property values.
   8. Be in harmony with the purpose and intent of the zoning code, sign code, design standards, and other companion codes.

B. The commission shall take care that the development of the city, in accordance with present and future needs, best promotes the health, safety, morals, order, convenience, prosperity, and general welfare of the people. It shall also promote efficiency and economy in the process of development.

C. The commission shall encourage the proper use and development of land, shall seek to create and maintain an aesthetic urban setting, and protect and preserve the quality of the water, air and other environmental, natural, historical and cultural resources for the city.

D. The commission shall use the comprehensive plan as a guide in making all future decisions concerning land use and development, and in the financing and location of capital improvements.

E. Before taking any action concerning land use and development and financing and location of capital improvements, the commission shall review the relationship between the proposed action and the comprehensive plan.

Upon internal review, Staff did not identify any issues that would deter the Planning and Zoning Commission from making an affirmative recommendation to City Council on the zone change with conditions. Staff also considered the Criteria for Decisions stated above during the internal review process and has deemed the zone change request appropriate with a recommendation of conditional approval.

DEVELOPMENT STANDARDS

SITE COMPLIANCE FOR USES UNDER CURRENT ZONING:

The subject property is currently zoned A-2 and is approximately 10.85 acres in size. If the subject parcel is to be developed, the rezoning to an appropriate designation is necessary in that the A-2 designation is defunct.

SITE SUITABILITY FOR USES UNDER PROPOSED ZONING:

If the subject property is rezoned as proposed, no further action beyond submitting and receiving the necessary development permits/licenses will be required. The C-3C designation will accommodate the acreage and uses as proposed without the need for any subdivision of land. Staff feels that the change in zoning designation will not negatively impact the surrounding area. Access to the property will likely come from Tellbrook Road in that NMDOT will try and limit curb cuts along Las

Alturas Drive. Doing so helps maintain the functional integrity of this roadway as a minor arterial.

ADEQUACY OF PUBLIC FACILITIES AND SERVICES:
City water and gas currently serves the property and will not be negatively impacted by the zone change request and any resulting development. Septic tank(s) will provide the means for sewer service and will be considered by the New Mexico Environment Department (NMED).

STAFF AND PUBLIC COMMENTS

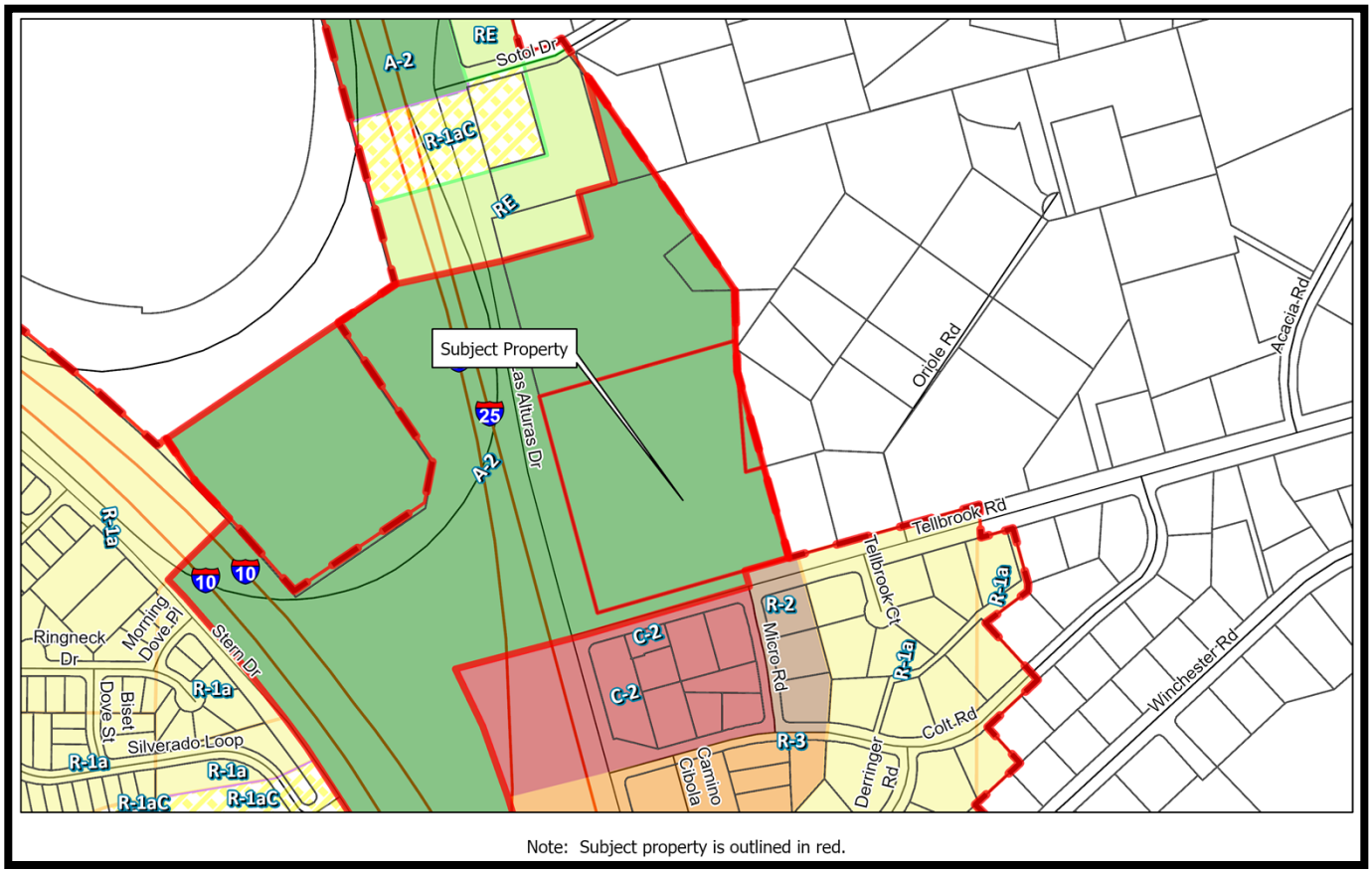
PUBLIC NOTIFICATION AND INPUT:
Notification letters were mailed to property owners within 500 feet of the subject property on 1/5/23. Staff has not received any input at the time this report was prepared.

STAFF COMMENTS:
No reviewing department had any negative comments nor have any reviewing staff objected to the proposed rezoning.

ATTACHMENTS:
1. Zoning Map
2. Aerial Map
3. Exhibit "A" – Permitted Land Uses
4. Department Review Comments

ATTACHMENT “A”

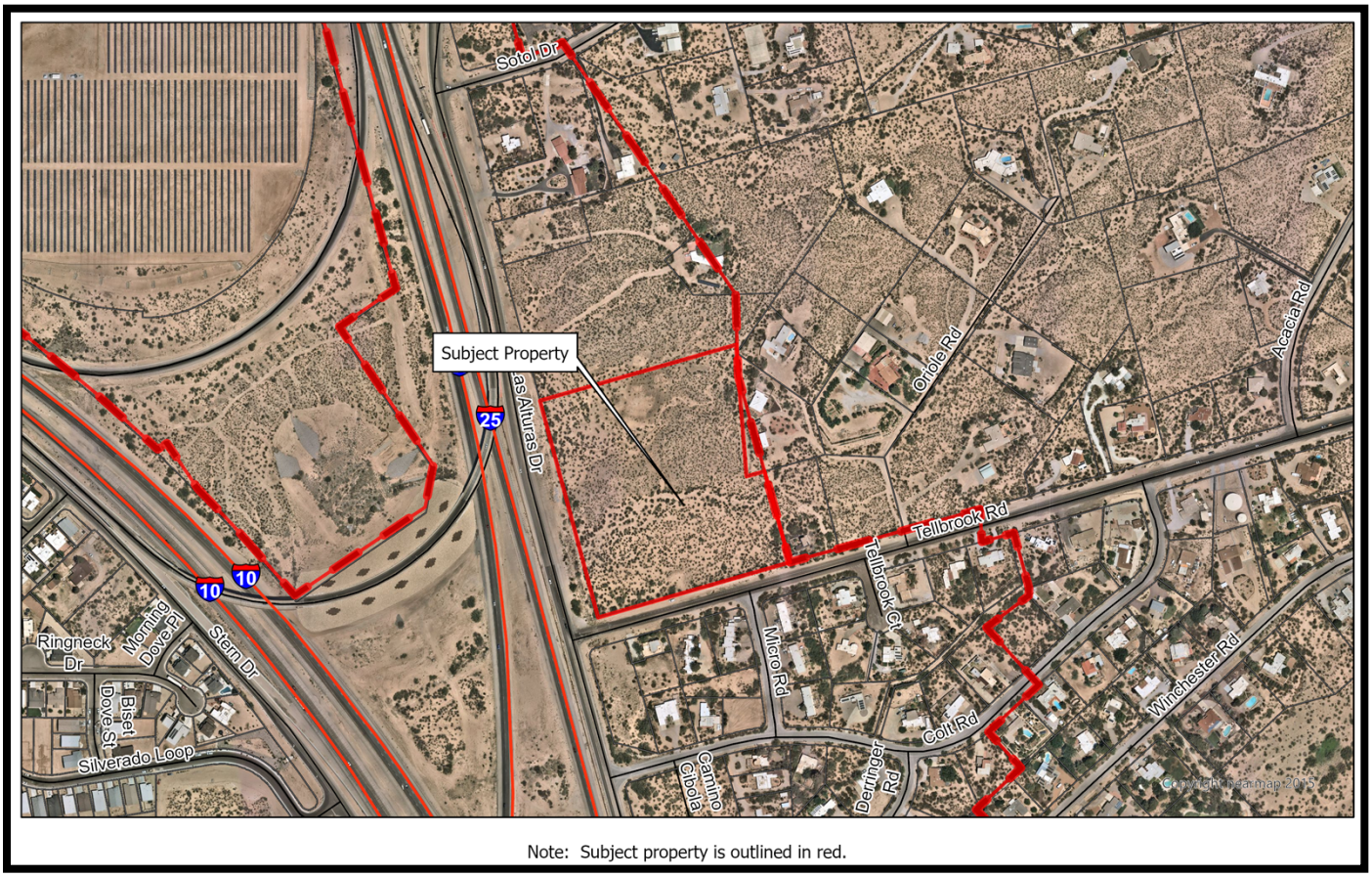
ATTACHMENT 1
Zoning Map



Note: Subject property is outlined in red.

ATTACHMENT “A”

ATTACHMENT 2
Aerial Map



Note: Subject property is outlined in red.

ATTACHMENT 3
EXHIBIT "A" – PERMITTED LAND USES

C-3 COMMERCIAL HIGH INTENSITY: The C-3 district facilitates and encourages development of those uses which provide retail, service, and wholesale activities within the City and a regional market, whose use generally serves a population of over 15,000.

LAND USES ALLOWED

RESIDENTIAL-RELATED LAND USES (See Section 38-33B)

Apartments

Accessory Uses and Structures

Greenhouse, Garden Shed or Tool Shed (ancillary to botanical gardens)

INSTITUTIONAL LAND USES (See Section 38-33D)

Community Buildings Uses

Library/Museum

RECREATIONAL LAND USES (See Section 38-33E)

Health/Exercise Club/Gymnasium/Sports Instruction

Botanical Park

SERVICE LAND USES (See Section 38-33F)

Accounting, Auditing & Bookkeeping

Architectural, Engineering, Planning & Surveying Services

Art Studio

Barber/Beauty/Hair Salon & Related Personal Care

Business Offices

Consulting

Counseling Services

ATTACHMENT "A"

Pg 2

Desktop Publishing & Graphic Design

Institutional Office: Public, Private, Educational, Religious, & Philanthropic Insurance

Legal Services

Lessons (Art, Dance, Music, etc.)

Photography Studio

Real Estate

Tax Preparation

RETAIL LAND USES (See Section 38-33G)

Café, Cafeteria, Coffee Shop, Restaurant, etc. (ancillary to botanical gardens)

Clothing Store (limited to 2,500 sq. Ft. building)

Garden Supply

Plant Nursery

ATTACHMENT 4
Department Review Comments

Department: Planning

Status: YES W/ Contingency
Submit metes and bounds zoning or other means to limit extent of commercial uses.

Department: Flood Zone

Status: YES

Department: Parks and Recreation

Status: YES

Department: Transportation

Status: NOT REQUIRED

Department: Engineering

Status: YES

Department: Utility

Status: YES

Department: Fire

Status: YES

Department: MPO

Status: YES

Department: Economic Development

Status: NOT REQUIRED

ATTACHMENT "B" – UNAPPROVED MINUTE EXCEPTS

PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
January 24, 2023 at 6:00 p.m.

BOARD MEMBERS PRESENT:

Scott Kaiser, Chair
Vanessa Vega, Secretary
Joaquin Acosta, Member
James Bennett, Member
Enrico Smith, Member

BOARD MEMBERS ABSENT:

STAFF PRESENT:

Larry Nichols, Director Community Development Department, CLC
Vincent Banegas, Interim Planner
John Castillo, CLC Planner
Jocelyn Garrison, CLC Senior Assistant City Attorney
Adrian Guzman, CLC Communications
Becky Baum, Recording Secretary, RC Creations, LLC

1. CALL TO ORDER (6:10)

Kaiser: Once again thank you all for your patience. We will now call this meeting to order. It is 6:10 on January 24, 2023. Before we get started, I'd just like to wish everybody a happy new year. This is our first meeting of the year. And it looks like we're going to have some good discussion tonight.

2. CONFLICT OF INTEREST

Kaiser: So before we get started, are there any conflicts of interest from any of the Commissioners? Hearing none.

3. ACCEPTANCE OF THE AGENDA

Kaiser: We'll move down to the acceptance of the agenda. Can I get a motion to approve tonight's agenda?

Bennett: I'll make a motion to approve tonight's agenda.

Vega: Second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Vega:

Vega: Yes.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

10.2 4003 Tellbrook Road Zone Change Request: A zone change from A-2 (Rural Agricultural District) to C-3C (Commercial High Intensity-Conditional) for property located at 4003 Tellbrook Road. The property is ± 10.85 acres and located on the northeast corner of Tellbrook Road and Las Alturas Drive. Submitted by Raylyn and Lezlie Wilcox, property owners. (Case # 22ZO0500020)

Kaiser: Okay, we are moving on to our final item this evening. This is 10.2 a zone change from A-2 to C-3C at 4003 Tellbrook. Staff, all yours.

Banegas: Mr. Chairman, members of the Commission. Vincent Banegas, Interim Planner. I'll be presenting tonight's Case 22ZO00500020. It is involving property located at 4003 Tellbrook Road. It is a rezoning request from the current zoning of the property which is A-2, our agricultural district which is defunct in the present code. We no longer have an A-2 designation. That did not carry over from our 1981 Code. And they are seeking to go to a C-3C designation. The C-3C is our commercial high intensity district. And the C at the back end there refers to some conditions that we'd like to have you consider, that is part of the request this evening.

The property itself is just shy of 11 acres in size. It's 10.85 according to our assessor records. And again it was originally zoned A-2 and staff and based on our research has found that it was A-2 probably as a placeholder at the time of annexation. The A-2 zone back in the day was used as a placeholder when the property owner wasn't quite sure what they wanted to do with the land upon annexation. And so here we are, this evening. Indicated it was a defunct zone currently in the 2001 Code as written. In order for the property owner to develop the property they have to come into compliance and find a suitable district that will meet the

need in terms of what they're focusing in on in terms of development perspective and what the rules as written speak to. The property itself in context with the Elevate Las Cruces Comprehensive Plan is within the Suburban Place type. That place type as defined incorporates both low and moderate density residential with intermixed areas of commercial development.

The property as you'll see here in a moment is vacant. It's part of the I-10/I- 25 interchange annexation that I referenced in terms of annexation back in 1968. And it's part of the Las Alturas Estate Block A Subdivision. At present, there's no sewer service, which is a key point to keep in mind. No sewer service available to the site. So at this point in time any development that takes place on site will have to receive approval, at least from the wastewater perspective from New Mexico Environment Department and/or their counterpart the EHB, which I believe is the Environmental Health Bureau.

So here we have the zoning map showing Tellbrook Road located to the south of the subject property. The subject property is outlined here in red. Right along the east border is the City limit line. And it does jog out incorporate other properties south of Tellbrook. And then it follows along on the north side upwards towards University Avenue, etc. The areas that are not shaded are in the county. And if I'm not mistaken, almost all of the properties you see in this area are a DL-1 designation which is a single-family, low density residential district, low and moderate I believe.

The aerial map here shows the property in question. It is vacant at present. You do have some surrounding development both north, you'll have some residential uses. East you'll have some additional residential uses on large lots. And then further south of the subject property you'll have a few apartment complexes in the area, and then it transitions over to a single-family style of development. One thing I wanted to point out on the zoning map is south of Tellbrook you'll see this node, at least on the south side of Tellbrook, of commercial zoning, transitioning over to R-2 going east and then to the single-family designation going further east.

So in terms of the proposal, the original request that came forward to the City from the applicant was a type of conversion request from the A-2 to straight C-3. The idea being in terms of development focus to create a botanical garden, engineering office to accommodate the property owners office needs, and a single-family detached dwelling in terms of residential use where they would reside. And then the accessory building or shed to store some of the equipment to maintain the property, 11 acres, just shy of that anyway, and the botanical gardens that they sought to develop. The request itself in terms of the mixture of uses, etc. is consistent with the Suburban Place type, as found in our Elevate Las Cruces Comprehensive

Plan. And then the C-3 designation accommodates the uses, and particularly it accommodates the parcel size. If you recall, our zoning code, at least in the commercial designation, relies on parcel size, relies on uses to an extent, and other development standards to help mitigate the types of uses or the intensity of uses that can occur on site. And so that's what we're dealing with here.

The applicant was informed by staff back when they originally came forward with their proposal to provide early notification to the surrounding property owners in concert with the zoning code as written. Staff provided a list of property owners that met our notice requirement. Letter was sent out and dated February 27, 2022. In that letter the applicant identified these uses that I've gone over as the focus of their development pattern that they wanted to produce on site. And they also provided some clarification as to what could occur and what could not occur, and sought some recommendations on how to make it better, that kind of thing. They did receive some input from what I was informed and what I was provided in terms of content, it seemed like it was rather limited. But nonetheless, they did go through that endeavor. They also stated that they'd be willing to have a neighborhood meeting if that was indeed going to be helpful to clarify the development proposal.

So staff took a look at the request, took a look at the overall acreage, their surrounding area, that kind of thing, the transportation network, the zones in the area. And admittedly, we had some concern over the straight C-3 designation. We felt that the potential for 10.83 acres of C-3 could indeed overwhelm that particular location with commercial activity and so we started taking a look at what we could do to lessen the potential impact. One of those ideas that came to mind was to try and zone the property through a metes and bounds type of approach whereby through the use of a survey we can identify the exact boundaries for different uses on the property, have those defined, and then seek a zoning designation that pertains to the type of use that would occur within those metes and bounds boundaries. A little bit convoluted, yes, a little bit expensive in terms of the survey effort, absolutely. But that was one option. They countered, they being the property owners, countered with the idea of conditioning the C-3 district and really tying down the types of uses they really sought to provide and incorporating a little possibility for future growth. So that's the approach that staff went with. And we received a conditional listing of permitted uses, that is in your packet, and I'll show here as part of the presentation to help identify and control the impacts that the C-3 zoning might have on the area.

The use list is called out as Exhibit A. And what it does is seek to remove multiple service land uses that are otherwise identified in the C-3 listing of permitted uses. And it also strikes majority of the retail uses that are

found on the existing list. And those retail uses that are identified, some of those are controlled, or at least one of those is controlled by maximum square footage of the use itself. And the others, there's one that pertains to the botanical garden specifically as an accessory to that use. And then the others kind of open it back up and are listed there. So we go from a large number of retail uses down to I believe it's about five. A couple of photos for this case, this is at the intersection of Tellbrook and Las Alturas. Tellbrook of course being here, and Las Alturas here along, adjacent to the interstate. And so we're looking northeast at this location. You can see some of the residential development off in the distance here. This is looking more west/northwest along the property. Looking east. And then looking a little south and southeast. And this one, this is where you start seeing some of the development. This is C-2 presently, and obviously vacant at the present time, but you'll start seeing some of the development shortly thereafter and beyond this property as well.

So in terms of analysis, staff found no health, safety, or welfare issues specifically identified. We had proposed the development and conditional zoning to help maintain a reasonable, or significant degree actually, of compatibility for the surrounding area. Again, we're citing some of the intersection of some key roadways, in this case Las Alturas being a minor arterial and Tellbrook being a collector status type roadway, and some of the commercial zoning just south of there.

The property is within the Suburban Place type and is consistent, at least in the zoning and the proposal are consistent was said place type. And the comprehensive plan supports the proposed zoning district, which some of the elements that are identified in there are development of vacant land, potential for housing diversity, balanced growth, integrating new development with surrounding built-in natural features, and the potential for job housing balance in terms of what it could become with some of those uses identified.

Public notice was distributed per code. Staff received numerous, a great degree of input on this particular case. We received, I think that number needed to be updated by one, a late call came in. And all eight calls that we received that I'm aware of were opposed to the request. We had one walk-in inquiry, simply inquire in the nature, and 38 e-mails that were opposed. One was an inquiry as to the case itself. So those are what we collected as of the preparation or final tweaking of this presentation. And as indicated, the property owner had done their due diligence trying to get the early notification effort out there. And they received four e-mails, two I would classify as general inquiry, and two supportive. And then they also received two phone calls which were supportive in nature.

So staff's recommendation this evening is approval with the conditions, and the condition being that the permitted uses are as per Exhibit A. Exhibit A will be this, basically one and a half, two pages of permitted land use listing. This list comes right out of the C-3 district, striking several uses that would otherwise be reflected. And where you see the biggest change is here under the service land uses. There are several that have been struck, and the retail component, and there's a good many that have also been struck. The cafe which was an idea that was originally presented by the property owner, one of the initial discussions I had with them would be ancillary to the botanical garden use. And a clothing store, they wanted to control that and limit it to 2,500 square foot of building square footage or area. And then garden supply and plant nursery but all other retail uses would be eliminated.

The findings for staff's recommendation is that the property has nonconforming zoning and that zoning no longer exists in the 2001 Zoning Code as amended. And then prior to any development on the property an appropriate zoning district designation needs to be established per code. The C-3C zoning district is an appropriate zoning district given the surrounding area, the lot size, and intended development. It would certainly accommodate what they're proposing to do. The property is within the Suburban Place type characterized by low and moderate density residential uses, intermixed with areas of commercial development, and several goals, policies, and actions from Elevate support the request and meet the purpose and intent of the 2001 Zoning Code as amended and Section 2- 382, the criteria for decisions. And also the surrounding area has little commercial office and multifamily residential development and thus the proposed development and zone change could help achieve a mixed use node at that specific intersection of those two significant roadways.

So your options this evening, Mr. Chair, Commissioners, is to vote "yes" and approve, doing so would approve the condition as stipulated on that list and so it would be a C-3C. You can vote "no" and deny the request. Please provide any information or facts, findings of facts that are different from staff's, in that staff is in support of the request. And you could certainly vote "yes" and add conditions. If you feel that the conditions that are established are still a little too loose, you can recommend that some additional conditions be placed on the zone change. And then you can vote to table. And that concludes staff's presentation Mr. Chairman. I believe the applicants are in house and can maybe answer questions. I don't know if they have anything specific to add. And that concludes my presentation.

Kaiser: Thank you very much. Before we go to the Commission, does the applicant wish to speak or say anything at this time? The applicant please come forward. Please state your name for the record.

Wilcox: Raylyn Wilcox.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Wilcox: Yes, I do.

Kaiser: Go ahead.

Wilcox: All right, with all these people that have attended, it's very clear that all these people love our neighborhood, as well as I do. And hopefully my goal and the planner's goal is to make you feel comfortable that nobody is going to do anything crazy out there. I think we've agreed to a pretty good set of rules where we can't build a strip club, we can't build truck stops, nothing crazy at all. I've lived here all my life. And all my life everybody talks about, there's nothing to do in Las Cruces, nowhere for me take my kids. And I really see a botanical garden as being something kind of nice. And I'd actually like to team up with all these people and let's build something really nice together where we can bring our senior citizens to visit, bring your little kids, just have a really safe place. If you have any questions, just let me know.

Kaiser: Thank you. All right, any questions from the Commission? All right, we'll go ahead and open it for public comments. Can I get a show of hands of who wishes to speak on this item? Get a quick head count here. I count 14. That may not be accurate, but it's a good headcount. So we we'll go ahead and provide two minutes of comment for each individual tonight. I do ask that you listen to speakers that may go before you, and let's try to minimize the amount of similar talking points if that makes sense. We'll all have a chance to speak but we understand that there's probably going to be similar comments and themes of this evening, so we just keep that in mind. So can I get everybody to raise their hands again and we'll figure out where to start. Let's start with this gentleman over here in the front row.

And given the nature of where this project is located, if you please wouldn't mind stating whether or not you live within the City boundary or the county before you give your comments. That would be appreciated. So please state your name for the record.

Milligan: Okay. I'm Brook Milligan. I live in the county. I'm also rep …

Kaiser: Hold on one second. I need to swear to you. 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?

Milligan: Yes, I do.

Kaiser: You have two minutes.

Milligan: I'm also representing a number of people and I would like to request several extra minutes to present our collective views so we can be more efficient about this.

Nichols: Mr. Chair. If the other people that were going to speak will yield their time to you, then we can give you additional time.

Kaiser: So for those individuals who may be allowing this gentleman to speak on their behalf tonight, can you please raise your hand? All right. When we get a head count, keep your hands up. Okay, we're going to go ahead and grant you 10 minutes. Does that work?

Milligan: Okay, that's plenty of time.

Kaiser: You may begin.

Milligan: Thank you. So I wish to start by stating our joint strong objection to this motion to change the zoning on this property okay. You have before you a recommendation to support that zoning request. However, I point out that the recommendation is fundamentally flawed in several different ways. It does not reflect the nuanced understanding of the neighborhood around the site, nor does it present a reasoned analysis of the situation. It includes flawed logic and statements that do not follow from the information presented in the report. As a result, it does not reflect the principles underlying the Las Cruces Comprehensive Plan. As a consequence, the recommendation should not stand as justification for the proposed rezoning.

In another document I've submitted before you in advance, I presented you more details on the points that I'll introduce tonight. However, to keep our focus and not prolong the comments, I want to emphasize three quick examples of the flawed logic and inadequate analysis. The recommendation is justified in part based upon the current zoning designation, which is not in current use. That is clearly a justification for some change, but no justification at all for the proposed change specifically, which leads to a zoning designation that's completely inconsistent with the entire surrounding neighborhood. This is simply flawed logic. The recommendation also concludes that this rezoning

action will "ensure that any future uses remain compatible with the surrounding neighborhood." Nothing in the proposal or zoning restrictions justifies this conclusion. A wide range of land uses are permitted under the proposed zoning category as listed in the Appendix A, almost all of which are inconsistent with the current land use, and perhaps more importantly, the land use that has existed in the region for the last 50 years. Again, this is flawed logic, justifying the request by claiming that it promotes future consistency is demonstrably incorrect.

Finally, the recommendations concludes that the project will have "help create a commercial/service zone node at the site which will serve the surrounding residential uses." This too is demonstrably false. Permitted land uses under the proposed zoning designation are intended to serve communities of over 15,000 people. There is no such local community to serve for any commercial purpose at that location. Two specific activities are mentioned, a botanical garden and an electrical engineering firm. Neither will serve the local community. The botanical garden would duplicate a public park one block away that has wonderful native vegetation and easy access for mobility impaired visitors. Views and access to the Organ Mountains are much better achieved via many easily accessible points along Dripping Springs Road and along Baylor Canyon Road, both of which are approximately the same distance from most Las Cruceans as the proposed site, unlikely to be visited. The electrical engineering firm is even less likely to serve the local community. Its services are related to public works and commercial and industrial projects, which include medium voltage electrical distribution systems, sports lighting systems, and special telecommunication systems. No one in this or any other neighborhood conceivably needs those services for their residences. The proposed development will not serve the surrounding neighborhood in any compelling way.

These are just a few examples of the many flaws of logic throughout the recommendations to approve the rezoning project or request. It is clear that a thorough and reasoned analysis of the case has not been completed. This undermines the principles of the Las Cruces Comprehensive Plan which has the explicit vision of "enhancing livability, prosperity, and environment for the shared benefit of current and future generations." Elements of that vision include reasoned development that "encourages context sensitive development, promotes development that compliments surrounding neighborhoods, supports efforts to preserve natural open space, and enables neighborhoods to define their unique identities and needs." The proposed rezoning accomplishes none of that and is being justified based upon inadequate assessment and faulty reasoning. The request should be rejected directly. On behalf of all of the people here who raised their hands earlier and many who have are not present tonight who have expressed these ideas to me separately, we all

urge you to reject the rezoning request for 4003 Tellbrook Road. Thank you very much.

Kaiser: Okay, may I see another raise of hands for those who did not cede their time to that gentleman? Okay, we'll start with this lady here in the front row.

Nichols: Two minutes.

Kaiser: Two minutes. Please state your name.

McGuinn: My name is Marcie McGuinn.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

McGuinn: I do have.

Kaiser: You have two minutes.

McGuinn: Thank you. I live in the county section of the Las Alturas subdivision for about 22 years. And I wanted to state that we have to all remember that if zoning C-3 is changed for this property, there's no going back. And any kind of promises can be made before anything is built, but that site specific plans cannot come in until the end of this process after the zoning has changed. The proposed land use for this property is not consistent with the character of the area. And while preliminary proposed plan conceptually could work at this location if the zoning were changed. Again, that would not be compatible with the character of the area. Some of the land uses allowed under the zoning classification could be a cannabis dispensary, cannabis consumption lounge, apartment, strip mall, restaurant, clothing store, library, museum, health/exercise club. While we welcome other single-family residence structures in the area, we don't welcome the above mentioned items.

And as a last note, Mr. Wilcox the applicant, is also the owner of Lynco Electric located at 1520 West Amador. That is the owner record of address for this property that has been purchased in the last year. If by chance Mr. Wilcox, president of Lynco Electric were to move his Lynco offices from West Amador to Las Alturas, that would likely include the 15-plus company electric trucks, several outbuildings, and materials and supplies stored outside as shown in the Google satellite imagery and pictures on the Lynco website. According to PPP records, Lynco employees 23 people. This and their fleet of trucks would explain by one of the drawing renderings posted or provided to the City includes plans for a parking lot with at least 30 parking spaces. That's all. Thank you.

Kaiser: Thank you. All right folks I'm going to need help because I can't keep track of everyone's hand raise, on this side of the room who else wishes to speak but didn't cede their time. Gentleman with the *(inaudible)*.

I have a very hard time hearing you.

Kaiser: Please state your name for the record.

Reser: Philip Reser.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Reser: I do have.

Kaiser: You have two minutes.

Reser: I live on Tellbrook Court. I'm going to be a neighbor to that botanical garden. I would love to have a botanical garden as my neighbor. It has been said that this does not fit the neighborhood, this beautiful residential neighborhood. I walk my dog twice a day pass this property, that's 700 times in the past year. And what do I see when I walk by this property? The I-25 flyover. It's kind of nice looking but it's not residential. This needs to change. It's needs to be developed. They have some complaints about noise from the development. A cement plant on the property would not make any more noise than I got off of I-10/I-25 every night. So any development there, I would appreciate. It would make the area look good. And hopefully somebody would do something about that rotting A-frame that I have to look at every day. Thank you.

Kaiser: Thank you. The gentleman in the tannish sweatshirt. Yes you. Please state your name.

Gutschick: I am Vincent Gutschick. And I live in the county.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Gutschick: I do.

Kaiser: You have two minutes.

Gutschick: Okay, I was not privileged to see the list of approved uses under C-3C. And some of them have been mentioned. The ones that were highlighted earlier sounded rather benign. But I don't know that that can be affirmed.

I am wondering why a zoning of C-1 is not possible, which considerably limits the amount of commercial activity. Now I was told outside the meeting that C-1 has a limit on how much area can be covered. But I went through the zoning regulations and I did not see that. In fact, it said it's not applicable to state that there is an area limit. And I'd just like that confirmed. So yes, if that's, can I have that confirmed somehow? And is it then possible to consider C-1. Thank you.

Kaiser: Thank you. And if I may staff, we just get through everybody and we'll come back and do any answers or comments. This gentleman over here. Please state your name.

Allan: My name is Daniel Allan.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law.

Allan: I do.

Kaiser: You have two minutes.

Allan: First of all, as an aside to the previous gentleman who complained about the dilapidated rotten A-frame that is in the county. It needs to be condemned. I've attempted to have that done but I don't think the City should take the rap for that.

Now we've lived, I live in the county, just over the line there, and we've lived there since 1983. And those of us who live there like it the way it is, the rural atmosphere, the lack of development. There is at present no commercial development in that area. It may be permissible, but there isn't any that I'm aware of unless people are doing things sub-rosa. Tellbrook Road is a major artery. Remington feeds into it, there's already too much traffic. It's much too fast, and it's hazardous. And we don't want anything to exacerbate that. One of our concerns is that despite the assurances of Mr. Wilcox, at some point he or his estate will sell the property. They will dispose of it and the new owners may return to the City in an attempt to have it rezoned in order to build high density housing or commercial whatever they want. And they'll be willing to bring the utilities to the property. I have no idea what that costs, but at some point, it may be feasible or have some other way of disposing of waste. And we do not want to have that happen. That would impact our own property values and the quality of life that we have enjoyed for these many years. Thank you.

Kaiser: Thank you. Okay, is there anybody else on this side of the room that wishes to speak that did not cede their time? All right, the lady in the

sweater, please come. Sure, yes, we'll go to the gentleman behind you then.

Reynolds: Good evening.

Kaiser: Please state your name.

Reynolds: My name is Shannon Reynolds. I'm a Doña Ana County Commissioner. I live in Las Cruces in the City limits.

Kaiser: Okay. Hold on. Let me swear you in real quick.

Reynolds: Sure.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Reynolds: Yes sir I do.

Kaiser: You have two minutes. Go ahead Commissioner.

Reynolds: Thank you. First, I want to say thank you guys, because this is, what you're doing is difficult. And we have the same thing happens in the county. Secondly, though, I'd like to say that as being representing the county, and by the way my district goes through probably, two-thirds of it also covers the City, that I have constituents on both sides of the line that are concerned about what we do with planning and zoning. I think I've received at least 60 e-mails and probably 20 phone calls over this issue in the last three days, four days. So my constituents are certainly concerned about what we do here. If I look at the district, there are a couple of businesses south, there's a trailer park that's really in bad shape. I'm trying to get that cleaned up or trying to get the guy to the burned trailers, the dilapidated trailers out of there and get that fixed up. There's another business also just south of that which actually deals in railroad ties, and some other assorted landscaping equipment. And then about another two miles down there's a trailer I think. So within about probably a mile, a mile and a half some of the commercial is there. I personally believe that it was there before all this development happened. And I don't think to continue to put commercial businesses in this area is consistent with what I believe this whole community is about. If you can go from Las Alturas over to University and pretty much all the way to the mountain and not find anything commercial. If you're looking for commercial we've got University is opening up a whole area of commercial stuff that's going to serve this neighborhood. And that is the kind of consistent plan that I see for actually providing commercial development for this area. The residents that I deal with, the ones I know both on the City side and the county side,

they're not going to be happy with this. I would recommend you consider T-1, T-2. And also I agree with the risk of C-3. Once you make a C-3 it doesn't go back. It's just a matter of time before somebody gets to all those exceptions listed because they don't last forever. Thank you for your time.

Kaiser: Thank you. Gentlemen in the very back. Please come forward. Please state your name.

Fuller: Hi. My name is Roger Fuller, F-U-L-L-E-R.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Fuller: I do.

Kaiser: You have two minutes.

Fuller: And I just wanted to say that I've tried to imagine what kind of development could go into this location. I live in that area. And I pass that intersection many times a day. And there is nothing I can imagine that's going to improve the quality of my life or my neighbor's life. But I can't imagine a lot of development that's going to distract from that quality of life. That's it. Somebody could have my other minute and a half.

Kaiser: Thank you. All right, moving over to my right hand side. Now can I get a show of hands. Gentleman in the front right here. Please state your name.

Liberman: My name is Michael Lieberman.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Lieberman: I do.

Kaiser: You have two minutes.

Lieberman: And I've lived in the county for what 35 years now. Could you go to slide six?

Kaiser: I'll have to ask staff to control that.

Banegas: Slide six.

Lieberman: Okay. This is the description of what they wanted to put in, botanical garden, an engineering office, single-family residence, and accessory building. Well, on Tellbrook there is also one very large barn has been built already, an accessory building. An engineering office can be one or two rooms, or a huge complex. If you change the designation of this area, instead of changing the whole thing to C-3, part of it is a single-family dwelling, part of it is practically a park. And you can designate an area that will be compatible with a reasonable size structure not that different from a single-family home, that can handle the office. So I request that you turn down the C-3C and consider breaking up the area, if it's possible, to allow what they are requesting, but only that. Thank you.

Kaiser: Thank you. And let's go to the lady in the pink sweater. Please state your name.

Trujillo Hello, my name is Christine Trujillo.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Trujillo Yes I do.

Kaiser: You have two minutes.

Trujillo I grew up in Las Cruces. However I had moved away. Most recently been living in Albuquerque. I live in the county now. I just recently moved back last year. And part of the reason why I moved back was where I lived in Albuquerque, I just bought a house in 2018. And right in front of my house across from an arroyo channel was a 10 acre plot of land. My realtor at the time told me just be aware that that could be developed. There is now a four story, four building apartment complex under construction that it certainly is not in a rural location like the area that most of us live in here, it's much more housing and commercial or hospital in that area in Albuquerque. But what I'm saying is that, that area of land that is now being developed as an apartment complex is pretty obtrusive, a four story apartment complex surrounded by residential homes. And so while I can appreciate Mr. Wilcox having these ideas for a botanical garden, which sounds beautiful, but shouldn't that be something that the City should continue? How can an individual maintain and have a botanical garden for the rest of his life and his heirs life, his family's life? How can you maintain that? Shouldn't that be something for the City? So you know we run the risk of having a four story apartment complex built in the future should that land eventually be sold. And that completely changes the landscape of that area. So I don't feel like you know looking forward that that is the right type of thing for the community in that area. Thank you.

Kaiser: Can we have another show of hands? We're going to go to this lady right here in the second row. Please state your name.

Hughes: Patty Hughes.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Hughes: I do.

Kaiser: You may begin.

Hughes: I just want to reiterate about the history of Las Alturas. Over 50 years it has grown in the same direction. I was a member of a planning commission that applied some of the initial zoning in that area in the county, it was actually in the ETZ. What we heard was people wanted to maintain the nature of the area that they had built. And as I followed comprehensive plans over the years, people are giving the same input to planning and zoning Commission's, to county commissions, that they want to maintain the character of the area that they have built. The plan seems to be pretty innocuous. But does that plan need to be adhered to? Can 10 acres of 60 foot high apartment buildings be erected without any further approval for many body? We answer that, I'd like an answer to that question. Also, if high dense 10 acres of 60 foot high apartment buildings, I'm not sure how many stories that is, it used to be 10 foot per story. Is that a six story? I don't think so. But what sort of population does that generate? And we're not talking about doing any TIAs or anything else with what the potential for this zone change could be. I'd just like to reiterate what other people have said that that zoning is not compatible with the area and everything I know about the input that people have given about what they want to see. We have an area that is somewhat unique, that is consistently grown in the same direction. People are saying consistently that they don't want the nature of our area to change. There's a lot of open ground out there. We really as far as the neighbors are concerned, I doubt that we need a botanical park. So thank you.

Kaiser: All right, moving on up. Yes, ma'am. Yes. Please state your name.

Liptak: Charlotte Liptak.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Liptak: I do have.

Kaiser: You have two minutes.

Liptak: I live in the county. This requested C-3 designation is, as people have said, not in keeping with the rest of the neighborhood. It's also not appropriate or necessary for the owners stated use. The requested commercial high intensity designation would still allow for retail businesses and the building of apartments. There are currently no apartment buildings in that area. There are a few duplexes, but everything else is single-family. He could build what he wants allegedly with a residential designation, In my opinion, I'm not an expert on the zoning code, or perhaps an O-1 designation that would account for an office neighborhood. Recently, I have seen electrical boxes put in for this property, which show that at least 480 volts has been installed or is being installed. This is far greater than any single-family home with an office would appear to need. I'm very concerned that this property could eventually be used for selling or growing cannabis if the C-3 designation is allowed. That should not be allowed in a residential neighborhood. Thank you for letting me address my concerns.

Kaiser: Thank you. All right, gentlemen in the white hat. Please state your name.

Gibbs: Les Gibbs.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Gibbs: I do.

Kaiser: You have two minutes.

Gibbs: I've lived in the same area 5025 Las Alturas, which is just up the road, just north of this location, for 44 years. One of the reasons I live in the City and pay City taxes and all the other stuff is that we have control over the area. The area that the analysis that was done says that this is compatible with businesses. Those businesses are in the county not in the City. The City doesn't have any businesses in that area. The other thing is, when I bought into that land, Las Alturas covenant said that you had to have an acre for every house, and putting a business up was not going to be one per acre, it's going to be much more than that and it's not going to be compatible with that covenant. So the Las Alturas covenant should still be in account for that area. Also, this is a two lane road that supports all the Las Alturas areas and all the area south of there, that's going to bring a lot more traffic to that area and cause more people to be driving that road, which is already in a fairly bad shape. Also, that's one of the best bicycling roads around in town, so I see many, many bicyclists going on that road all the time. Adding more traffic is just going to cause

more problems for that. So anyway, as a City resident for 44 years on that same property, I am very much against this proposal. Thank you.

Kaiser: All right. Is there anybody else on this side that wishes to speak? Yes, ma'am.

Gleason: I'm Jeanne Gleason.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Gleason: I do.

Kaiser: You have two minutes.

Gleason: Thank you, sir. I live out in the Tellbrook area and have loved living there for over 25 years. The pages I have given you show shows the A-frame that I think a lot of, probably everybody in this room would say, "Oh, could it please go down?" The biggest concern that I would add to what has already been spoken to tonight is fire. And I work for the College of Agriculture. I've worked for them for 45 years as faculty member, and it is a very huge danger to all the people that live there. And the house right now, the A-frame I think there's probably homeless people living there. It's falling apart. It's got shingles, the old shakes for shingles, and a fire could come through just like that. And my property, and probably many properties here represented, would be consumed by the fire. So I'm very, very concerned about that. And I asked that to be taken into consideration. Because what happens on that land, could well engulf all of us. Thank you.

Kaiser: All right. Anybody else on this side? All right, we're going to come back to this individual right here. Please state your name.

McGuffey: Hi, I'm Barbara McGuffey.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

McGuffey: I do.

Kaiser: You have two minutes.

McGuffey: Thank you. So one of the things that I take issue with is the comment that staff made about the agricultural district being a placeholder. I don't believe that's true. I'm very new to Las Cruces. I just bought my home there in May. But one of the things I was very careful about was finding

protective covenants because I did not want to live in an urban district. I've lived in a mixed development district. I want to live in a single-family zone district. There are protective covenants that I'll give you for my neighborhood, for my plat, that I believe may extend further. And they all stop at single-family. And some people have said that there's agricultural left in there. And when we bought our house, our realtor said that there's maybe one house out there that was zoned to have a horse. So on Senna there was a lot that just had a similar notice. And it was changed. It was requesting a change from agricultural to single-family. So I think agricultural has been, I'm sorry that the City has done away with that, but I think it's part of the deed restrictions that the big slurs who own that property specified when they allowed development of the whole area of Las Alturas Estates. And also all the land I think south of Tellbrook is deed restricted for single-family.

So I take issue with the fact that the surrounding area is not really a Suburban Place type. It's deed restricted single-family, and those of us who bought deed restricted single-family would like to see it stay that way. So I would request that you deny this. And if there are other means that this gentleman can achieve, you know he bought an agricultural district zoned property. No one said he would get a changeup for that. So he could figure out now what else he can do. And he can meet with the neighbors. He offered to meet with the neighborhood. He's not met with any of the neighbors that I'm aware of. The letters were sent back in February of 2022. I think he needs to be sent back to the drawing board. I think you need to deny this today, ask him to come back to the neighborhood. Let staff work on it, see if there's a way that we can all get happy. Thank you.

Kaiser: Thank you. Mr. Banegas, back to you.

Banegas: Mr. Chairman, Commissioners, members of the public. As folks were talking, I kind of wrote down key points to provide answers to and/or clarify. One individual questioned whether or not we could seek a zoning designation that was a lesser designation than the C-3. That kind of speaks to what I stated in the presentation where staff considered opportunities to rezone the property using metes and bounds description whereby we could designate zoning districts that are more specific to the use that was being proposed and the uses, I should say plural, that were being proposed. Why we cannot just drop it down from C-3 to C-1 is within our code, there would be considerable size restrictions on the C-1 uses in general. What is being proposed, I believe could not be accommodated because there's caps on the square footage of use, and there's definitely caps on the square footage of acreage. So unless the individual was willing to subdivide the property in compliance or conformance with the C-1 district development guidelines, that wouldn't

work. But the opportunity to rezone using metes and bounds could work, it just is going to take substantially more effort to do.

Another individual talked about conditions, and down the road the conditions going away. If I heard correctly the assumption is that at some point in time if this Commission and City Council ultimately votes in favor of the zone change with conditions, if the assumption is that at some point in time the property gets sold and the new owners want to do away with those conditions, what would they need to do? Well, the answer is they'd have to rezone again. They'd have to come back to this body and seek either to change the designation in its entirety or seek the elimination or modification of the conditions that were placed on the property to begin with. So do they go away? They can, but not without some effort to do so. Not without coming forward to this body and City Council to do so.

Parking for the office uses, yes parking can include any of the service vehicles within reason, we're not going to allow the storage of large equipment. I'm trying to think of some of the, like backhoes or anything like that associated with the engineering offices. But service vehicles or other vehicles to transport persons from A to B, that's fine. But beyond that, no. Any outside storage related to the use would be substantially restricted. So there's a whole screening type of requirement that has to be dealt with. And so that would be something that'd have to be looked at, specifically if that were to come forward.

The botanical gardens, just as a matter of clarification, in speaking with the property owner, the question was asked whether or not it was for personal enjoyment or commercial type use. And the answer I got was more of a commercial type use. So if someone wanted to rent the botanical gardens for a small gathering, they didn't want to expand to large weddings or anything like that, but small gatherings, they could do so. So in that context, it makes it commercial.

Can apartments be erected? Yes. The C-3 designation at present allows dwelling units to be constructed at a minimum density of 10 dwelling units per acre and a maximum of 40. The apartments is a land use designation that was on the conditional or permitted use listing, the Exhibit A that I showed in the presentation. And with the C-3 designation, unless there's some additional condition to restrict it, the height of any apartments could be at the development standards that is identified in the table and that's 60 feet. So that could happen as presented with the request this evening. Are there apartments in the area? Yes, there's a few properties that have a little bit more than just your standard duplex or triplex, but not many. This property right along Micro Road, for example. When I drove by there, I believe it was this one, they may be in a duplex or triplex configurations but there's multiples of them. I think some of these other properties might

have duplex, maybe three units, but there's not many. So just want to clarify that.

In terms of covenants, covenants were raised in one of the comments. And just to clarify that, the City of Las Cruces does not enforce covenants. So if there's any deed restrictions that are identified in any of the deeds for properties that individuals purchase, the City doesn't enforce that. We enforce the zoning code and the zoning on the land. So just wanted to clarify that.

And in terms of the A-2 district, I know for a fact in working a little over 30 years with the City and the department, A-2 was used for both ag zoning where you could have crops and animals and that kind of thing, but it was also used as a holding designation when the property owner was uncertain as to what they wanted to do with the property. And that kind of covered the laundry list that I heard. If there's anything I missed, I'd be happy to share.

Kaiser: Go ahead.

Vega: Just a quick question and I don't know if you'll know it or not. But is there City bus service that goes on Las Alturas?

Banegas: Mr. Chairman, Commissioner Vega. I'm not aware of any at this time. No.

Kaiser: Are there any other questions from the Commission, comment?

Smith: I don't have any questions but I do have comments. Kind of taking some notes myself. I've lived there for almost 25 years and someone brought up cycling. I'm a cyclist and I mostly ride mountain bike, but I used to ride a lot on the road. And I used to ride up to Tellbrook because it was a nice place to climb, didn't have a lot of traffic. But *(inaudible)* ago you get to the top of Tellbrook and you would turn around and come back down because once you got to the top you know there wasn't anything there, but *(inaudible)* mountain. Now you can take a right, head down, head up, La Tierras Escondida is the development there. It's continuing to grow and grow and grow. Every time I ride up there. If I ride from A mountain on my mountain bike, I grew up there, I see this development. So I bring that point up because one of the issues and complaints was about traffic. Once you make that turn on Tellbrook off Las Alturas you're going into a neighborhood that is increasingly being filled with more cars, because there are more homes being built so there's more traffic on Tellbrook than ever before. And so you know just, I'm looking at both sides of this as far as the impact that it has on your community. Here there are a lot of people. I mean there was a gentleman said he lived there since 1993. It looks like a lot of you have lived there for quite a long time. So you live

there at a time when you know there were acre lots and there wasn't a lot of home density as far as how close the houses are. And I'm sure you are all aware that that has changed. And so I think it's important to, unless I'm wrong, I mean I could be because every, it's still one acre lots. Okay. Even going back to La Tierras Escondida. Okay. All right. So I stand corrected on that. But my whole point is that there's this continual growth going into that neighborhood where it's increasing traffic.

MANY AUDIENCE MEMBERS SHOUTING OUT, UNINTELLIGIBLE.

Smith: Excuse me, I'm sorry, ma'am.

WOMAN IN AUDIENCE SPEAKING, NOT AT THE MICROPHONE.

Smith: Right, but there's still private land that's being developed there. And I'm pretty familiar with the BLM land, because I'm actually one of the Rangers on the monument. So I know the boundary. But the traffic has increased because there's still development happening up to the La Tierra Escondida area. And so my whole point in this, and like I say I'm trying to look at both sides of this is that you know this this …

Nichols: Excuse me Mr. Chair. If we're going to receive comments to Commissioner Smith, you'll have to come to the podium and state your name for the record please, not just an outburst from the crowd. Thank you very much.

Smith: And this proposal, where this land is has been there for a long, long time, as you're all aware, and the impact that it would have from a neighborhood compatibility, because according to the requirements for this property it does meet that because as you make that turn and go up Tellbrook, once you pass that area you're in your neighborhood, you're heading uphill, you still have your views of the mountains and that's not being blocked. The gentleman that talked about walking his dog every day, you know, yes it's like along Las Alturas you have, basically Las Alturas is frontage road. You may not see it that way, but it's basically a frontage road. And then you have the highway. So to the west, you're not losing anything as far as like your community and impact in your community because you have a highway and a frontage road. It's not until you start to go up into your neighborhood that it could be an impact as far as your quality of life, your views of the mountains. Because I see the Organ Mountains every day, it's part of my job, I drive there every single day. The view never gets old. So those of you who live higher up in the, up in that community, you have that spectacular view.

So as we move forward to make a decision on this proposal, really think about how it's really impacting your quality of life. Having a botanical

garden is it really going to impact your quality of life? We can create a narrative of what could possibly happen and make it a reality that he's going to have an electrical business move there, but you don't know that. That's up to the property owner to make that application, to make that decision, if he wants to expand it he still has to go through that process to do that. But we can't make a decision on that now based on what he could do in the future. We can only make a decision based on what he's allowed and permitted to do now. So I just wanted to just make those comments.

AUDIENCE MEMBER SPEAKING, NOT AT MICROPHONE.

Kaiser: Hold on one minute ma'am. Let's see if there's any additional comments from Commissioner. So I do have a couple of follow ups. It seems to me that the crux of the matter is the potential uses under this zone change is what's really concerning to folks. But the applicant has made it clear that his desire is to do a botanical garden. So my question to staff is, is there no other way to arrive at this ability to allow the applicant to develop this botanical garden? Is this the truly the only route available? Other, I know you mentioned the metes and bounds option, but it sounds like in that option you're still sort of parsing out different land uses. So my question is, if a botanical garden is really what he's interested in, is there no other option to get there other than what's presented before us?

Banegas: Mr. Chairman, Commissioners. Keep in mind that in talking with the applicant there's basically four uses that they're really interested in, botanical gardens is one of them. But there's the office, there's a single-family home, and then of course some accessory building for storage of equipment. Metes and bounds is definitely one of them, you still, as you indicated, still have to kind of go through it and parse out the type of uses that wouldn't be deemed compatible. Beyond that, I think you know if they wanted to go to a C-2 designation, they're still looking to parse out some of the uses that are deemed questionable. So I don't know if we gain anything there. Plus they're going to have to go through the effort of subdivision to go to no more than one acre in size for the parcels they create to chisel that 10.85 down to one acre chunks. So nothing easy, and it's based on what I'm thinking, it's a whole lot like what we're going through this evening.

Kaiser: Understood. And on the botanical garden piece is there a minimum lot size requirement there? Or is that come into play strictly on those I guess more traditional commercial uses, the office, the other things that the applicant was wishing to do.

Banegas: The botanical gardens, basically, in that we're dealing with the entire parcel, there's nothing proposed to be parceled out/subdivide it out. They

can make it as large as they'd like to. There's no restriction on a square footage.

Kaiser: And they could do the opposite. They could make it as tiny as they wanted to.

Banegas: Yes.

Kaiser: And then so the C-2 designate, the parcels that are C-2 to the south, what's that minimum lot size requirement?

Banegas: The C-2 has a minimum of 10,000 square feet and a maximum of one acre.

Kaiser: Okay, so theoretically, a metes and bounds approach, they could carve off, figure out what their botanical garden is, carve off a couple of parcels to get to that minimum/maximum size and they could then do a C-2 designation there. Because from my perspective, folks you've got C-2 already there. So I mean the things that we're talking about tonight can already in some respects happen at the southern corner. So to say that commercial was completely inconsistent or incompatible, you know that's not entirely true either. So I'm just sort of thinking out loud here of potential options that might be on the table so thank you. I don't have any further questions. So before we … Commissioner Smith.

Smith: I just have one question for Mr. Banegas. You know, this proposal that the owner has to be in compliance with Elevate Las Cruces Comprehensive Plan. And looking at your zoning decision criteria, he did meet that. And under that community environment, it says to encourage efficient land use development patterns that accommodate projected growth in a sustainable manner. So he's met that. And so that, I think it's important that we look at he's meeting you know the criteria. And so that would mean that he is going to work within the criteria that are established here to develop this property, correct.

Banegas: Mr. Chairman, Commissioner Smith. That is correct. To the best of my knowledge in terms of the information presented to the City, what he originally came forward with was very limited, very limited. The land use or the permitted land use list was an afterthought of how can we ensure down the road that we're restricted. It opened up a little bit. I'm not going to say it did not. But in terms of consistency with the comprehensive plan and what he's achieving to do, there was a lot of alignment that staff saw with the plan, with policy.

Smith: All right. Thank you.

Kaiser: All right, so it sounds like there's a couple of folks in the audience that wish to come back up and speak. Can I get a show of hands? Okay, I see one, two, three, four, five, six, seven, eight. I'm going to give folks 30 seconds for those that raised their hand. I recognize it's not a lot of time, but we've heard the issues. We understand them. And we need to make a decision here tonight. And I'm sure you all will appreciate, regardless of what the outcome is, of not being here till 2:00 a.m. So 30 seconds. Can get the show hands again. I'm going to start here with this gentleman.

Milligan: Thank you. Brook Milligan. So I'd like to make a statement about that you referred to the commercial designation on the south side of Tellbrook Road. That is an artifact, that's a leftover designation from 1974, according to the City GIS records of these plots. So it's not representative of its own of the current land use by any means. And I would also like to return to my point earlier, that the goal of all of this master plan is to enable neighborhoods to define their unique identities and needs. And so that it's not purely about individuals here that are proposing changes. It's about all of the issues that he has been faced with tonight, as well about us as a neighborhood defining what those unique needs ought to be. Thank you.

Kaiser: Can I get, the gentleman in the green shirt? And since this is your first time, I'm going to need to swear you in. So please state your name.

Vaughn: My name is Matthew Vaughn.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Vaughn: Yes.

Kaiser: Please go ahead.

Vaughn: Okay. I think Mr. Banegas, you pointed to the property south of the parcel in question and called them apartment complexes several times. But each one of those properties, each one of those duplexes is on its own parcel. It's not an apartment complex as a whole. So it's different than what you said. And Mr. Smith, you pointed out that all the further, or there's further development going on up Tellbrook Road. However, all that development is residential, none of its commercial. I think you made that point that lots of other folks here have been saying.

Nichols: Time, Mr. Chairman.

Kaiser: We'll come to the Commission. Gentlemen in the jacket right there, no, right there. This gentleman over here. Sorry Commissioner. The brown jacket.

Laskin: Ron Laskin.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Laskin: Yes.

Kaiser: You have 30 seconds.

Laskin: So we heard about a botanical garden, a clothing store, a cafe, but once you open up Pandora's box and make it a C-something or other, he's increased the value of his property, he'll sell to somebody else and they'll do what they damn please.

Kaiser: Commissioner. I'm going to go to you and then I'll go to the lady in the back.

Reynolds: Thank you. First I want to tell everybody …

Kaiser: Please state your name.

Reynolds: My name is Shannon Reynolds, County Commissioner. Tell everyone that I am trying to deal with the A-frame. It's takes it's process. Okay. Secondly, we had a developer who was trying to build a subdivision next to where I live, which is across the highway. They started when the ETZ there and they were turned down for a certain specific purpose. Then the county took it over, they applied again and they were turned down for the same reason. Lastly, the City took it over, they tried to do it again and they were actually going to get approved until we appealed because they tried to violate the same *(inaudible)* that was established 1992. I see the same thing happening here. Once they get to C-3 s they can put all this stuff on there, they can take two acres and put what they want, take the other five ..

Nichols: Time, Mr. Chair.

Reynolds: Acres for what they want. I don't think that we have any control over this. I'm concerned.

Kaiser: Please state your name. I'm going to need to swear you in.

Thornock: Hi. Nickie Thornock and I live in the county.

Kaiser: Do you swear or affirm that the testimony you're about to get is the truth and nothing but the truth under penalty of law?

Thornock: I do.

Kaiser: You have 30 seconds.

Thornock: Okay, I am in favor this. I think change is good. I think a botanical garden to walk my kids to would be cool. Going to the Tellbrook Park is nice, but I have kids, I have a dog, we walk the neighborhood. To have a second place to stop would be really fun. Even if they put in a cafe to send my 16 year old out of the house, not have to drive to Pic Quick, that would be nice. There is a very large subdivision going in past the trailer sales. So if we're talking about traffic, maybe we should address that rather than the house that's going to be on the corner that already gets tons of traffic and three, four, or five cars is not going to make any bigger of a difference.

Nichols: Time, Mr. Chairman.

Thornock: Than the Airbnb's do.

Kaiser: Thank you. All right, anybody else on this side? All right, moving on to the man in the hat. Please state your name for the record and you have 30 seconds.

Zemek: John Zemek: I live in Las Alturas.

Kaiser: He's good.

Zemek: Yes sir, I promise to tell the truth and whole truth and nothing but the truth.

Kaiser: If you've already spoken …

Zemek: I've got two things so I'm going to take more than 30 seconds. I'm in constant contact with the guy with A-frame house. If anybody wants to know more a little bit about that. I'm in constant contact with the guy. I can tell you just about anything you want to know about it. And so you can come and see me afterward. This reminds me of a story that happened up in Michigan, that someone was trying to get their place rezoned. It was zoned for agriculture and they were trying to get it rezoned so they could build some kind of a store. And everybody said no, no, no, you can't do that, you can't do that. Everything was negative.

Nichols: Time, Mr. Chairman.

Zemek: So he said okay and he went home and he said it's zoned for agriculture. So he went home, put a fence around it, and built a pig farm.

Kaiser: Yes, ma'am. Please state your name.

Heavner: My name is Nancy Heavner. .

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Heavner: I do.

Kaiser: You have 30 seconds.

Heavner: I do live in the county and I live on one acre. The majority of those homes that built out in the Las Alturas area are one acre or more. I have an absolute passion for our state and the fact that you're going to build a botanical garden. Think about water, please. Our water is being depleted each and every day. We bring in another garden that needs more water. We bring in more apartment complexes. Think about light pollution, please. One of the things that we enjoy in the county is the …

Nichols: Time, Mr. Chairman.

Heavner: Fact that we don't have the lights. I ask that you vote no and reject this offer.

Kaiser: Thank you. Is there anybody else who wishes to speak on the side? Yes, sir, with the hat. Please state your name for the record. And you have 30 seconds.

Gibbs: Les Gibbs. The property that's right adjacent to this, just to the north of that, is about 80 acres and it's owned by Mr. And Mrs. Soules. Now Mr. Soules has passed away. But they have been trying to protect that area and keep it in the rural for this whole time. This is going to be a domino effect. If you approve it for this little area, the next thing will be that 80 acres will have a motel on it. Thank you.

Kaiser: Yes ma'am. Please state your name for the record. And you have 30 seconds.

Liptak: Charlotte Liptak. And if the owners intention is simply single-family home with an office and his botanical garden, then he should have no problem to put another condition that there will be no apartment buildings allowed either and no cannabis sales or growth. Thank you.

Kaiser: Thank you. All right. I am going to close public comment. And I'm going to return back to the Commission. Any additional comments, questions, thoughts? I'm going to just come back real quick, because there's been a lot of discussion about the compatibility and just want to return to the comprehensive plan, quite frankly. This area, the entire Tellbrook neighborhood within the City of limits is identified as a suburban neighborhood. That's the place type. According to our comprehensive plans, suburban neighborhoods provide for low to moderate density residential land uses, intermixed with areas of commercial development. Representative land uses include single-family residential, detached or attached, multifamily residential, commercial services, single-family urban residential zoning districts and multifamily residential zoning districts. So just from my perspective, going back to what staff's presented tonight, I mean I think this is totally consistent. I think a botanical garden is not wildly out of character. So those are just my parting thoughts. Looking for a motion.

Bennett: I make a motion to approve 10.2 with the conditions under Exhibit A.

Vega: I second.

Baum: Board Member Acosta.

Acosta: I vote no.

Baum: Board Member Vega.

Nichols: One second please. Your vote "no" needs to be supported by findings or fact that was contrary to the presentation by staff.

Garrison: You just need to state them for the record.

Nichols: Statement for the record.

Acosta: I vote no based on community output tonight.

Baum: Board Member Vega please.

Vega: First of all, thank you all for coming out. It's a late night, it's freezing. And it's obvious how much everyone cares about your community. I personally love the idea of a botanical garden. I'd like to see it where it's accessible to everyone in the community. This is a little bit outside of, I guess we have like a more dense population. But with that said, I am hopeful that the owner will follow through on the plan proposed. And based on staff recommendation, I vote to approve.

Baum: Board Member Bennett.

Bennett: I vote to approve based on staff recommendation, the thoroughfare plan, as well as the purpose and intent of the code.

Baum: Board Member Smith.

Smith: Before I vote, I respect and appreciate you know the strong feelings you have for your community. That's very important within any community and especially within our City. But the City does continue to grow and this area that where you live will grow. And this is a very small attempt at someone to grow their business, grow an opportunity to bring something good to this area. And so it's just something that is not going to have a negative impact only if you decide that it is a negative impact. So I am going to approve. So yes with conditions.

Baum: Chair Keiser.

Kaiser: Before I give my vote, just a reminder that this does require approval by the City Council. So for those of you all who came out tonight, there is another opportunity to express your perspective viewpoints at City Council, regardless of the outcome tonight. So with that, I vote yes, based on staff recommendation and consistency with Elevate Las Cruces.

Baum: Passes four to zero.

AUDIENCE MEMBERS SHOUTING OUT.

Baum: Excuse me four to one.

Kaiser: It passed four to one.

12. ADJOURNMENT (6:21)

Kaiser: So with that, we need a motion in a second to adjourn.

Vega: I make a motion to adjourn. And congratulations again.

Smith: And I second.

Kaiser: All in favor.

MOTION PASSES UNANIMOUSLY.

Kaiser: Meeting's adjourned.

_____

Chairperson

Vincent Banegas

From: ROBERT KUHN <KUHN_LIPTAK@msn.com>
Sent: Friday, January 20, 2023 2:39 PM
To: Vincent Banegas
Subject: Rezoning Request for 4003 Tellbrook

Deara Mr. Banegas. Thank you for the information you provided to me about the above topic when we spoke a few days ago. This is written to register our objection to the rezoning request filed by the owner of the above property (hereinafter "owner"). A C-3 designation is not in keeping with the rest of the neighborhood, which is overwhelmingly single-family dwellings. In fact, the properties that abut the owner's property are all single-family dwellings. Even with the conditions that you stated the owner is willing to put on the C-3 designation, such a zoning designation is still not appropriate. The rezoning would still be designated "commercial high intensity", which the rest of the area is not, and the designation would still allow for retail business and apartment uses. Such uses would be totally inappropriate for this residential area. You stated that the owner wants to build a single-family dwelling for himself and also an office for his business, and also a botanical garden/park. None of those uses require any commercial zone designation, let alone one that would be designated "high-intensity". In my review of the city code sections concerning zoning designations and their allowable uses, the owner could do what he says he wants to do with one of the residential zone designations, or at most, an 0-1 designation (office neighborhood). Please do not destroy our low-density, almost rural, residential area, by allowing commercial high-intensity uses in the middle of it. Thank you for your time. Charlotte Liptak and Robert Kuhn

Vincent Banegas

From: Daniel Allan <dallan575@gmail.com>
Sent: Friday, January 20, 2023 4:33 PM
To: Vincent Banegas
Subject: Case #: 22ZO0500020

Dear Mr. Banegas,

Thank you for meeting with me earlier this week. What you told me was helpful and I don't think any of the neighboring property owners have reservations about the Wilcox's plans. What is a concern is what might happen when the property is ultimately sold, either by the Wilcoxes or their estate. Any limitations on the use of C-3 zoning would have to be binding on any future owner.

Sincerely,

Daniel Allan

Vincent Banegas

From: Julie Skinner <colorado.julie007@gmail.com>
Sent: Friday, January 20, 2023 11:48 PM
To: Vincent Banegas
Subject: Tellbrook/Las Alturas

We are writing in hopes to deter what is intended for this corner. When we bought our home in Las Alturas, our paperwork stated that the original owner of all this land intended for it to be used only for rural-residential, not commercial. Las ALturas Rd is only a 2 lane road, we like it that way, we dont want it wider to encourage more traffic. If it is left as 2 lanes, there will be alot of traffic!
We also bought in this area for the "dark skies" that we can experience. We want it left just like it is. If this happens the way the owner wants, with commercial, parking lot lights and additional street lighting on Las Alturas would be needed, and would take away the dark skies effect in this area. Please dont allow this.
Steven and Julie Skinner
4825 Tobosa Rd
Las Cruces

Vincent Banegas

From: Jack Crabtree <jack2jesse@gmail.com>
Sent: Saturday, January 21, 2023 11:00 AM
To: Vincent Banegas

We oppose the Las Alturas/Tellbrook Zoning change proposal to high density commercial.

Thanks

Jack

Redman Road
Las Cruces, NM

Vincent Banegas

From: Barbara McGuffey <bamcguffey@gmail.com>
Sent: Saturday, January 21, 2023 12:05 PM
To: Vincent Banegas; Kyle Metzgar; sreynolds@donaanacounty.org
Subject: OPPOSITION TO ZONING CHANGE, Case # 22Z00500020, 4403 TELLBROOK/LAS ALTURAS DR

To whom it may concern,

Having recently purchased my home in Las Alturas Estates (a deed restricted single family residential neighborhood), I am OPPOSED to the major zoning change proposed for this area.

The uses allowed under Commercial High Intensity represent a very significant change from the currently zoned Agricultural use for this 11 acre tract adjacent to Las Alturas Dr. The future impact should be evaluated more carefully before this zoning change is considered or approved.

The surrounding neighborhoods deserve to be better informed about this proposed zoning change and allowed additional time before any approval is considered.

Please register this email as my opposition in the PUBLIC HEARING scheduled for Tuesday, Jan 24.

Barbara McGuffey
4845 Tobosa Rd
Las Cruces, NM 88011
409-771-1159 cell

Vincent Banegas

From: Susan Conant <susanjconant@icloud.com>
Sent: Saturday, January 21, 2023 3:21 PM
To: Vincent Banegas
Subject: Zoning change

I'm a home owner in the Las Alturas area and I am not in favor of the zoning change on the 11 acre lot on Las Alturas and Tellbrook to high density commercial.
Susan Conant
4850 Sage Road
Las Cruces 88011

Sent from my iPhone

Vincent Banegas

From: Vicki Simons <vrsimons@comcast.net>
Sent: Saturday, January 21, 2023 3:31 PM
To: Vincent Banegas
Subject: Zoning change on Tellbrook Road

Mr. Banegas,
The zoning change being requested seems disingenuous. The owners say they plan a botanical garden with a couple of buildings on approximately 11 acres.
Why have they asked the zoning to be high intensity commercial instead of low intensity commercial?
Their plans seem rather low intensity. A botanical garden at that location seems frankly ridiculous.
They seemingly have other plans for after the zoning change.
At present the area is completely residential and we residents ask that it remain so.
I hope the Planning Commission will reject their request.
Thank you for your attention.
Vicki and John Simons
4052 Sotol Drive

Vincent Banegas

From: John Bethel <foxholemine@gmail.com>
Sent: Saturday, January 21, 2023 3:41 PM
To: Vincent Banegas; Kyle Metzgar; sreynolds@donnaanacounty.org
Subject: Zoning change at Las Alturas/Tellbrook

As a home owner here in the area, I have no problem with a shopping center built in this location.
John Bethel
6865 Lazo Del Norte 88011
(530)391-6028

Sent from my iPhone

Vincent Banegas

From: Carlo Mora <cao473@gmail.com>
Sent: Saturday, January 21, 2023 6:33 PM
To: sreynolds@donaanacounty.org; Kyle Metzgar; Vincent Banegas
Subject: concerned citizens

Dear city representatives,
We are residents of Las Alturas area (Sotol Drive). With great concern, we became aware of a zoning change request from agricultural to high density commercial in Las Alturas and Tellbrook.

We are writing you to express our opposition to such a request for multiple reasons.
- the plans are vague and do not disclose critical information about the zoning request, which in my opinion, appears to be disingenuous.
- If the zoning change is approved, the land can be developed in many different non-residential ways beyond the preliminary information. Thus, no control or oversight is possible if the change is approved.
- There is no logical explanation for the zoning request. The zone has been residential since its inception, and there are no compelling benefits for the neighborhood.
- Such zoning will bring unintended negative consequences to the neighborhood, including increased traffic, noise, and light pollution, just to name a few.

I hope you seriously consider the concerns of concerned citizens like us.

Respectfully,

Carlo & Gabriela Mora.

Vincent Banegas

From: Aol Mail <pennymcandrews@aol.com>
Sent: Sunday, January 22, 2023 9:53 AM
To: Vincent Banegas
Subject: Zoning Change at Las Alturas and Tellbrook

Please vote no to changing the zoning at Las Alturas and Tellbrook. This is a residential neighborhood and we residents would like it to stay residential. A change to commercial zoning would have a negative impact on our home values.

Thank you.

Barbara and Robert Kaiser

Vincent Banegas

From: Heidi McConnell <granola1961@gmail.com>
Sent: Sunday, January 22, 2023 10:02 AM
To: Vincent Banegas
Subject: 11 Acre Zoning Change Las Alturas and Tellbrook

Hello,

We live at 5445 Remington Rd in Las Alturas and we oppose the zoning change.
This will destroy our neighborhood by introducing too many people into our quiet, rural neighborhood. We moved to Las Alturas to get away from commercial zoning and to live in a peaceful environment. We plan to attend Tuesday's meeting.

Sincerely,

Brian and Heidi McConnell

Vincent Banegas

From: Kimberly Barnett <kbarnett@barnettharley.com>
Sent: Sunday, January 22, 2023 11:20 AM
To: Vincent Banegas
Cc: sreynolds@donaanacounty.org
Subject: Las Alturas/Tellbrook Zoning Change

Please do not approve zoning change referenced above, as we treasure our dark sky neighborhood. We have heavily invested in our property, and turning our neighborhood into a commercial zone will devalue the property and desire to live in Las Alturas. Thank you.

Kimberly Barnett
Sent from my iPhone

Vincent Banegas

From: jill begemann <javajillj@gmail.com>
Sent: Sunday, January 22, 2023 12:20 PM
To: Vincent Banegas; Kyle Metzgar; sreynolds@donaanacounty.org
Subject: Las Alturas/Tellbrook Zoning change

Greetings,
I love my neighborhood of Las Alturas. We are centrally located and have easy access to all Las Cruces has to offer. But, our neighborhood still has a rural feel. We still have open spaces to explore. Our night-skies shine bright with stars and we love when we see and hear owls, coyotes, and even an occasional javelina or bobcat. The quails and hawks that make their homes here are a constant source of delight. We love how peaceful and safe we feel here.

Changing the zoning for the 11 acres in question for commercial use,will greatly impact all of the above. Not to mention the increased traffic, especially at the University Ave. exit.

I am all for Las Cruces adding services and businesses to meet the demands of a growing population, but wouldn't it make more sense to put new business in the areas that are already zoned for business and have new housing communities being built? Las Alturas is a mature neighborhood with no major new housing developments

Thank you for your time and consideration,
jill Begemann

Vincent Banegas

From: Sam M <samclam23@gmail.com>
Sent: Sunday, January 22, 2023 4:15 PM
To: Vincent Banegas; Kyle Metzgar; sreynolds@donaanacounty.org; Tessa Abeyta
Subject: Against Zoning Las Alturas/Tellbrook as High Density Commercial

Hello Vincent Banegas, Kyle D. Metzgar, Tessa Abeyta, and Shannon Reynolds,

I'm emailing the four of you as I have recently become aware of alarming plans to rezone the 11 acre lot at the corner of Las Alturas Drive and Tellbrook Road to become High Density Commercial. These plans are baffling to me as this area is a nice quiet neighborhood and is clearly not a fit for a commercial business. I have no doubt that should this area be rezoned, our neighborhood will be greatly negatively impacted by increased traffic, noise, and light pollution.

Another alarming part of this proposal is the vagueness of the plans for the lot, once this lot is rezoned we will have no guarantee that the preliminary plans will be followed. Who's to say they won't build a liquor store, cannabis dispensary, or bar in that spot once it's zoned favorably for those businesses?

I implore you to speak out against and stop this ridiculous rezoning as it will only have negative impacts on our neighborhood. Surely there are lots already zoned appropriately where these developers can build their business.

Thank you for your time.

Sincerely,
Sam McGuinn

Vincent Banegas

From: TR Flores <starkflores@msn.com>
Sent: Sunday, January 22, 2023 5:09 PM
Subject: Rezoning request at Las Alturas/Tellbrook

I am writing to ask that you please reject this request for rezoning in this residential area.
We live very close to this on Acacia Rd and Sotol, and specifically chose this area because of the location away from commercial businesses and in a country setting. Las Alturas is already very well traveled, and this would cause it to be more busy and more dangerous due to the traffic a business would attract. It would also set a very unsettling precedent about commercial properties in this country residential area.
I implore you to please vote to reject the rezoning.

Thank you for your time,
Robin Flores

Vincent Banegas

From: TOBIAS FLORES <tobiasflores1@gmail.com>
Sent: Sunday, January 22, 2023 5:19 PM
Subject: Possible rezoning at Tellbrook/Las Alturas

I am writing to ask that you please reject this request for rezoning in this residential area. I live very close to this on Acacia Rd and Sotol, and specifically chose this area because of the location being away from commercial businesses and in a country setting. Las Alturas is already very well traveled, and this would cause it to be more busy and more dangerous due to the traffic a business would attract. It would also set a very unsettling precedent about commercial properties in this country residential area.
I implore you to please vote to reject the rezoning.

Thank you,
Tobias Flores

Vincent Banegas

From: TeriMatt <terimatt@comcast.net>
Sent: Sunday, January 22, 2023 6:49 PM
To: Vincent Banegas
Subject: Comments on zoning change case 22ZO0500020 - 4003 Tellbrook Rd.

Dear Mr. Banegas,

I am writing in regards to a rezoning case on will be hearing this Tuesday, 24January2023. The case number is 22ZO0500020.

My wife and I moved to the Las Cruces area in 2009 because we liked the area and found a nice home in a quiet and dark neighborhood.
Some of the things we particularly liked about the Las Alturas area were the dark nighttime skies, the wildlife, the native plant landscaping, and the quiet of the purely residential area. This area is inhabited with retirees, young families, university employees, and missile range employees.

We were alarmed to recently see a sign on the property at 4003 Tellbrook Rd. notifying of a zoning change request. The current zoning is A2 rural agricultural, and the requested zoning change is to C-3C (commercial high intensity). We live less than 900 ft from this property and drive by the property multiple times daily.

This is a completely residential area, and a high-intensity commercial property is against the nature of the area. We regularly see people cycling, walking, or jogging on the neighborhood roads and along Las Alturas Dr. We are incredibly concerned that a business will bring increased traffic, light pollution, and noise to our quiet neighborhood.

Please vote no on a change to the zoning of this property, and keep the nature of our quiet neighborhood intact.

Sincerely,
Matthew and Theresa Vaughn
4222 Colt Rd.

Vincent Banegas

From: Brook Milligan <brook@nmsu.edu>
Sent: Sunday, January 22, 2023 8:07 PM
To: Vincent Banegas
Cc: brook Milligan; Katy Milligan
Subject: Las Cruces Planning and Zoning Commission case 22ZO0500020: 4003 Tellbrook Road
Attachments: tellbrook_4003-20230122b.pdf

Dear Mr. Banegas,

We are writing in regard to the upcoming Las Cruces Planning and Zoning Commission meeting (Tuesday, 24 January 2023) that will be reviewing case 22ZO0500020, a request to rezone the parcel at 4003 Tellbrook Road to a high intensity commercial category. We wish to register our strong objection to this request. Our reasoning is documented in the attached memo to the Commission; in short, such a change is entirely inconsistent with existing land use, is inconsistent with parts of the Las Cruces Comprehensive Plan, and is being justified in ways that cannot be supported by the claims put forth.

Please present the attached memo to the Commission, so that the information contained can be part of the decision-making process.

Thank you very much for conveying this information to the Commission.

Sincerely,
Brook and Katy Milligan

To: City of Las Cruces Planning and Zoning Commission
From: Brook and Katy Milligan
Subject: Case # 22ZO0500020: zoning change for 4003 Tellbrook Road
Date: January 22, 2023

You are currently considering a request by Raylyn and Lezlie Wilcox to change the zoning for the property located at 4003 Tellbrook Road from A-2 (Rural Agricultural District) to C-3C (Commercial High Intensity-Conditional) (Case # 22ZO0500020). We are writing to register our **strong objection** to this change.

As long-time residents of the neighborhood, we value highly many of its characteristics that would be adversely impacted by the proposed rezoning and development that can thereafter occur. These include lack of traffic and associated noise, dark skies at night, and natural open spaces resulting from low-density residential development. These are all features that figure prominently in determining the value of property in this area, which will be reduced as a result of a rezoning action that enables commercial development. We see no compelling benefits that would mitigate these points.

Furthermore, as described below, we feel that the report prepared for the January 24, 2023 Planning and Zoning Commission meeting does not adequately reflect a thorough understanding of the neighborhood context and arrives at conclusions that are not justified. As a result, we, and a number of other residents in the neighborhood, feel that **the recommendation to grant this request is not warranted and that the the request should be rejected.**

Current zoning provides no justification for commercial designation The first considerations in the report are that the current zoning designation (A-2) is non-conforming, and that it must be updated. Nonconformance is certainly a reason to update the zoning. However, in no way does that by itslef support a conclusion that rezoning to a high intensity commercial category is warranted. As elaborated in the report, remnants of A-2 zoning designation are simply an artifact of inability of the Planning and Zoning Commission staff to keep up with the consequences of introducing new zoning categories. **This situation, a simple historical artifact, provides no justification for the proposed zoning change; it simply indicates that an update is needed.**[1]

Proposal is inconsistent with land use and zoning in area and creates a Spot Zone The report concludes that commercial development at 4003 Tellbrook is consistent with surrounding zoning and land use. It is clear that this conclusion derives from a narrow view of the surroundings, both in extent and nature; a view more consistent with the local conditions leads to the opposite conclusion. Every parcel, except one, along Las Alturas Drive until well south of Tellbrook Road is designated in residential or the remnant A-2 categories; all are developed as residential. The exception, on Tellbrook Road, is designated as commercial. However, this too is a remnant from 1974, does not reflect the current land use, and should not be used to justify an overly narrow interpretation of the

[1]It is clear that rezoning to a limited intensity residential category would address many of the considerations identified in the report, including the need to update to a current category.

residential development in the area, there is no such local community to be served. If the intent is to serve the wider Las Cruces community, siting services elsewhere with greater accessibility would be *immensely* more consistent with this goal. The "botanical garden" mentioned in the project might appear to be a unique service to the community. However, this cannot be taken at face value for at least three reasons. First, it will be too small to be relevant; the plans indicate no more than approximately 2.5 acres devoted to this purpose. Second, the immediate community surrounding the site clearly has no need for such a facility; indeed, there is a very nice park one block away that already provides at least as many benefits, is open to the public, and includes paved walks accessible to mobility-impaired visitors. Finally, the broader Las Cruces community is very unlikely to visit the proposed facility; the Organ Mountains themselves are easily visited, much better views are available from existing facilities and turnouts all of which are accessible to the mobility-impaired, and the 496,330 acres encompassing the Organ Mountain-Desert Peaks National Monument provide much greater opportunities for people of all ages and abilities. **The proposed development will not serve the surrounding neighborhood in any compelling way, and simply serves as a foothold for future development that is *inconsistent* with existing land use.**

Conclusion It is clear that the recommendation to approve the rezoning request for 4003 Tellbrook Road (i) does not adequately accommodate knowledge about characteristics of the site and its surroundings, (ii) reaches conclusions that cannot be fully supported by the claims made, and (iii) will degrade many neighborhood features that residents value and that figure prominently in determining property values in the neighborhood.

On behalf of ourselves, as well as all of our neighbors who have expressed objection to this project but are unable to attend the public hearing, we hope you will take these issues into account. This project is not in fact consistent with the surrounding area, does not meet all the criteria of the Las Cruces Comprehensive Plan, and does not serve those it purports to.

Please reject this rezoning request directly and recommend strongly that the Las Cruces City Council do the same.

Vincent Banegas

From: McGuinn Family <mmcgufamily@gmail.com>
Sent: Sunday, January 22, 2023 9:05 PM
To: Tessa Abeyta; Vincent Banegas; Kyle Metzgar; sreynolds@donaanacounty.org
Subject: Fwd: Las Alturas and Tellbrook zoning change proposal
Attachments: 4003 Tellbrook Rd staff packet.pdf

Councilor Abeyta,

Please see my message below regarding the rezoning change proposed for an 11 acre piece of land located at the corner of Las Alturas and Tellbrook. Additionally, I understand employees at the City planning department have reviewed this proposal, completed a report, and submitted it for approval at the next planning and zoning commission meeting. (attached for your convenience.) At the bottom part of page four of the report, it is indicated that a review by staff determined the change would not adversely impact the surrounding area and that future uses that may be authorized by the proposal will be in keeping with the surrounding area. This is absolutely false. The surrounding area is residential, not commercial. It appears that nobody from the city took the time to review the actual current use for the area before preparing this report and including that statement.

Making a radical zoning change such as this in a quaint neighborhood like Las Alturas would be a travesty. There will be no limit to the commercial projects to be built once zoning is changed.

Concerned property owner,
Marcie McGuinn

---------- Forwarded message ---------
From: **McGuinn Family** <mmcgufamily@gmail.com>
Date: Fri, Jan 20, 2023 at 8:54 PM
Subject: Las Alturas and Tellbrook zoning change proposal
To: <vbanegas@las-cruces.org>, <kmetzgar@las-cruces.org>, <sreynolds@donaanacounty.org>

Dear Sirs,

Please accept this email as my formal opposition to the change in zoning on the above mentioned location. This is a residential neighborhood and commercial zoning is not welcome for the area.

Marcie McGuinn
Resident

Vincent Banegas

From: Vince Gutschick <vince.gutschick@gmail.com>
Sent: Sunday, January 22, 2023 9:17 PM
To: Vincent Banegas
Subject: Adverse zoning along Las Alturas Dr. at 4003 Tellbrook

Dear Mr. Banegas,

A rezoning proposal just below the Las Alturas area has cropped up again after about a 10-year hiatus. A developer wants to rezone 4003 Tellbrook, in a wholly residential neighborhood, to high-density commercial. This makes no business sense, for one, in that no one shops in the area, but, should it be pushed and actually start businesses, the traffic and noise would be a big problem for area residents.

The parcel seems to be in the city but the county may have a say. A number of us in the area will be attending the preliminary zoning hearing in the City Council Chambers on Tuesday. We'd appreciate your support in listening to our reasons for preventing the rezoning.

Many thanks,

Vince Gutschick
4904 Calabazilla Dr. 88011
(575(571-2269

--
Chair of the Board, Las Cruces Academy lascrucesacademy.org
Prof., Emeritus, Biology, NMSU
vince.gutschick@gmail.com (575) 571-2269

If Shakespeare had been able to Google.... oh, never mind - Roy Blount, Jr.

Our so-called leaders still think they can bargain with physics and negotiate with the laws of nature -- Greta Thunberg, *The Climate Book*

Common sense is so rare these days, it should be classified as a super power - T-shirt cited on the Code Project Lounge

What does Mark Zuckerberg do on a webpage where you're supposed to click on "I'm not a robot" - Vince Gutschick

Vincent Banegas

From: Kathy Cooke <consultcooke@hotmail.com>
Sent: Sunday, January 22, 2023 9:17 PM
To: Vincent Banegas; Kyle Metzgar; sreynolds@donaanacounty.org; Tessa Abeyta
Subject: Tellbrook/Las Alturas

Dear Government official,

I have lived in Las Alturas for 20 years, first on Redman Rd and now on Charles Russell. I STRONGLY OPPOSE re-zoning the Tellbrook/Las Alturas corner to commercial use for the following reasons.

Such development would greatly change the nature of this neighborhood, not for the better. Residential property here draws upper economic buyers, who would not favor the sight of such development as a gateway to their neighborhood. The taxes paid by such residents should not be jeopardized by an off-putting near-by commercial zone.

The residential development since I have been here has greatly increased noise and traffic, and will continue to do so. This is inevitable, but should not be exacerbated by commercial enterprise.

Delivery trucks would pose a safety hazard in that area.

There is no need at that location for the likely businesses that would be sought. University Ave provides every sort of service and product.

The long-closed gas station on Stern is evidence that this general area will not support such endeavors.

While I support commercial development when it is properly sited and serves a verified need, this proposal does not meet those requirements.

Kathy Cooke
5587 Charles Russell Rd

Vincent Banegas

From: Jackie Hand <memejack46@gmail.com>
Sent: Monday, January 23, 2023 8:24 AM
To: Vincent Banegas; kmetzer@las-cruces.org
Subject: Fwd: Corner of Las Alturas and Tellbrook

---------- Forwarded message ---------
From: **Jackie Hand** <memejack46@gmail.com>
Date: Sun, Jan 22, 2023 at 11:00 AM
Subject: Corner of Las Alturas and Tellbrook
To: <sreynolds@donnaanacounty.org>
Cc: <vbanegas@lascruces.org>, <kmetzgar@lascruces.org>

Good morning,

On August 7th 1985 we moved from Alabama to Las Cruces at 5333 Derringer Road. One of the draws for buying in this area was the view of the mountains and the surrounding area. As a young couple it was difficult to find affordable housing with interest rates at 12 5/8%.

I have remained in my home, raised two boys, and retired from teaching in 2011 after 26 years teaching Special Education. During this time, I have diligently maintained my home. There has been development around the area especially up Tellbrook and out the Remington area, but this area has remained very stable.

I am asking that you DO NOT vote in favor of the promised development of land on the corner of Las Alturas and Tellbrook. When new families arrive, most comment that the area and surrounding area was one of the reasons for buying here. This High Density Commercial development would not add value to our present location, only providing more traffic and unwanted deterioration of our community. Tell me one area that has been developed that adds to that community.

Thanks for your consideration,

Jackie Hand

Vincent Banegas

From: Bob and Beth Czerniak <bethpackyourbag.49@gmail.com>
Sent: Monday, January 23, 2023 8:28 AM
To: Vincent Banegas
Subject: Las Alturas zoning change

Please stop the zoning change at Las Alturas. This is a residential area!
Also, not far from here on Stern drive, a commercial area was completed about 15 years ago. Today, you can see the Stern road retail gas station /car wash is empty x 5 years now ending up as a failed attempt at commercial development.

Vincent Banegas

From: Kyle Metzgar
Sent: Monday, January 23, 2023 9:24 AM
To: Celina Brusuelas
Cc: Vincent Banegas
Subject: RE: Zone Change

Good morning,
I am forwarding this email to Vincent Banegas, as he is the member of our staff that is assigned to it. If you have any questions or need any clearification he would be the best person to speak with since his knowledge is far greater than mine in respect to that. He is cc on this email as well as direct contact is VBanegas@las-cruces.org
Thank you

Kyle D. Metzgar
Planning Technician Sr./Community Development/ Building & Development Services
Direct: 575-528-3064 Main: 575-528-3043, kmetzgar@las-cruces.org
City of Las Cruces
P.O. Box 20000 • Las Cruces, NM 88004

From: Celina Brusuelas
Sent: Monday, January 23, 2023 9:22 AM
To: Kyle Metzgar
Subject: Zone Change

Sent from my iPhone

I am opposed to the zoning change submitted for the corner of Tellbrook & Las Alturas. This woul negatively impact the residential neighborhood in Las Alturas.
Please allow only housing in this area.

Celina Brusuelas
Tamarisk Rd

Vincent Banegas

From: Kyle Metzgar
Sent: Monday, January 23, 2023 9:25 AM
To: Aol Mail
Cc: Vincent Banegas
Subject: RE: Zoning at Las Alturas and Tellbrook

Good morning,
I am forwarding this email to Vincent Banegas, as he is the member of our staff that is assigned to it. If you have any questions or need any clearification he would be the best person to speak with since his knowledge is far greater than mine in respect to that. He is cc on this email as well as direct contact is VBanegas@las-cruces.org
Thank you

Kyle D. Metzgar
Planning Technician Sr./Community Development/ Building & Development Services
Direct: 575-528-3064 Main: 575-528-3043, kmetzgar@las-cruces.org
City of Las Cruces
PO BOX 20000 • LAS CRUCES NM 88004

From: Aol Mail <pennymcandrews@aol.com>
Sent: Sunday, January 22, 2023 9:56:03 AM
To: Kyle Metzgar <kmetzgar@las-cruces.org>
Subject: Zoning at Las Alturas and Tellbrook

Dear Ms. Metzgar:

Please keep the zoning at Las Alturas and Tellbrook as Residential. A change to Commjercial zoning would have a negative impact on our lovely neighborhood, increasing traffic and decreasing home values.

Thank you.

Barbara and Robert Kaiser

Vincent Banegas

From: Kyle Metzgar
Sent: Monday, January 23, 2023 10:19 AM
To: Bonnie Poulos
Cc: Vincent Banegas; Adam Ochoa; John Castillo
Subject: RE: Information about a rezoning case
Attachments: 4003 Tellbrook Road.pdf

Good morning,
Attached is a copy of the staff report that is given to our Planning and Zoning Commissioners so they have an understanding of the proposed zone change prior to the presentation at the scheduled meeting tomorrow, January 24, 2023
Thank you

Kyle D. Metzgar
Planning Technician Sr./Community Development/ Building & Development Services
Direct: 575-528-3064 Main: 575-528-3043, kmetzgar@las-cruces.org
City of Las Cruces
PO BOX 20000 LAS CRUCES NM 88004

From: Bonnie Poulos
Sent: Saturday, January 21, 2023 9:50 PM
To: Development Services
Subject: Information about a rezoning case

Hello,

I am researching information for my mother who is a resident of Las Cruces. There is a proposed rezoning going before the Planning and Zoning Commission on Jan 24, 2023. I would like to know how I can obtain the planning report, proposed development plan and other information provided to the commission about this rezoning request. The item is 10.2 on the agenda, 4003 Tellbrook Rd, A2 to C3-C, case # 2270500020.

Thank you for your assistance.

Sincerely,
Bonnie Poulos

Sent from Mail for Windows

Vincent Banegas

From: Sheri Margulies-Semel <sherinanda@yahoo.com>
Sent: Monday, January 23, 2023 12:52 PM
To: Vincent Banegas
Subject: Las Alturas Zoning Changes

I do not support the proposed zoning changes on Las Alturas adjacent to Tellbrook from agricultural to commercial. This area is an established residential, one-family home area, and should remain as such. This is not an area where commercial zoning would be appropriate. Single-family homes, larger lots, minimal traffic on our roads are all hallmarks of this area and should remain so. Please support this position when the council takes a vote.

Thank you -
Sheri Margulies-Semel
5040 Noche Bella Loop
Las Cruces, NM 88011

Vincent Banegas

From: Kristen Roybal <kvroybal@gmail.com>
Sent: Monday, January 23, 2023 2:01 PM
To: Vincent Banegas
Subject: Las Alturas/Tellbrook Zoning Change

Good afternoon,

I'm writing you to let you know that I'm high opposed to the Las Alturas/Tellbrook zoning change proposal to high density commercial zoning of the almost 11 acre lot at the corner of Las Alturas and Tellbrook from agricultural to high density commercial zoning.

This zoning change would completely change the area and make room for possible undesirable businesses and cheap apartments. As a resident off of Remington, I do not support this proposed re-zoning!

Kristen Roybal

Vincent Banegas

From: Mary and Len Hampton <mixedcompany.hampton@gmail.com>
Sent: Monday, January 23, 2023 2:05 PM
To: Vincent Banegas
Subject: Las Alturas-Telbrook Rezoning Proposal

My husband and I are solidly against the proposal to re-zone the 11 acre parcel at Las Alturas and Telbrook to high intensity commercial. This property should be zoned agricultural or residential ONLY. This is a well established neighborhood and the quality of resident's lives would be negatively impacted by this zoning change. There is no guarantee that this property couldn't eventually end up being developed into a strip mall, mini-mart or any other type of commercial venture.

Las Alturas Drive is already filled with speedy drivers, especially in early morning and late afternoon hours. Adding more traffic will put residents in harm's way. Putting ANY commercial industry onto this piece of property-that's right in the middle of a family neighborhood-would open the door for more re-zoning and commercial development in the Las Alturas area, which would lead to the degradation of the area's property values and the ability of residents to practice quiet enjoyment of the properties we've worked so hard to own.

Thank you,

Mary and Len Hampton
4845 Las Alturas Dr, LC, 88011

Sent from my iPhone

Vincent Banegas

From: Tina Hales <tvsmith@nmsu.edu>
Sent: Monday, January 23, 2023 4:32 PM
To: Vincent Banegas; Kyle Metzgar; sreynolds@donaanacounty.org; Tessa Abeyta
Subject: Las Alturas/Tellbrook Zoning Change Proposal

Importance: High

We would like to state our opposition to the proposed change from agriculture to a high intensity commercial zoning for the 11 acre lot at the corner of Las Alturas and Telbrook.
Thank you,

Bret and Tina Hales
5186 Hunters Chase Rd.
Las Cruces, NM 88011
575-650-5063
575-621-5603

Vincent Banegas

From: 4831 <4831@theisen.lc>
Sent: Monday, January 23, 2023 6:09 PM
To: Vincent Banegas; Kyle Metzgar; sreynolds@donaanacounty.org <sreynolds@donaanacounty.org>; Tessa Abeyta
Subject: 4003 Tellbrook Road zone change 24 January 2023

Planning & Zoning Commission case 22ZO0200020

We are neighbors of the parcel, homeowners residing at 4831 Quail Run Avenue.
We take issue with two elements of the Staff recommendation:

I. "The proposed C-3C district designation is the most appropriate ... "
   a. What the Wilcoxes propose appears to be "small-scale ... within a neighborhood area" (C-1, Commercial Low Intensity): A layperson's reading of C-1 Allowed Land Uses does not appear to raise impediments to their proposal.
   b. More to the point, with a C-3C designation, the Wilcoxes' less-thoughtful successors or assigns could undertake "retail, service, and wholesale activities within the City and a regional market" that residential neighbors and anyone who must use Las Alturas Drive would find more nuisance than asset.

II. "The subject property falls within the Suburban place type." From a short distance east of Las Alturas to Tortugas Mountain, north and south of Tellbrook Road, the properties affected by "a commercial/service node at the intersection of Las Alturas and Tellbrook Road" are or would be zoned R1-c or RE.

We understand that the property must be rezoned and that there is precedent for commercial use of parcels fronting Las Alturas, but we urge the Commission to be more sensitive the character of the impacted neighborhood.

Kathrin J Theisen
T E Theisen III

Vincent Banegas

From: barbara gomez <bgomrn@yahoo.com>
Sent: Monday, January 23, 2023 7:33 PM
To: Vincent Banegas
Subject: Zoning change

Good evening Ms. Banegas. We have lived at 5322 Derringer Rd for the past 15 years and want to express our opposition to approval of zoning change from agricultural to high density commercial for the following reasons:
Increased traffic, lights and noise. This neighborhood currently doesn't have street lights so that the natural sky light can be seen. Anything commercial will deter the natural lighting.
Decrease access out of the neighborhood. There is currently one way out of our neighborhood which already slows traffic and an increase in additional traffic would significantly negatively impact residents accessing the city.
Displacement of wildlife. As animal rights activists this is greatly disturbing. With the zoning change to commercial, the disruption to the natural environment will be devastating.
In closing, we do not agree with the proposal of rezoning this land from agricultural to commercial. Thank you for your consideration.

Barbara Gomez and Dana Critchlow

Sent from my iPhone

Vincent Banegas

From: Sanjay Lahiri <sanjaylahiri@gmail.com>
Sent: Monday, January 23, 2023 10:27 PM
To: Vincent Banegas
Subject: rezoning of las Alturas and Telbrook

Respectfully,
I strongly object to the plans to rezone the land at the crossing of Las Alturas and Telbrook. There is NO NEED for commercial development in this peaceful residential area. We have seen plans for Aggie Uptown only 1.5 miles north and the traffic for Burrell has made the roads quite busy. We are close to the strip malls and restaurants on University. More development in this area will increase visual and light pollution. Riding bikes will become even more dangerous.

I would be very grateful if you would bring these concerns to the attention of the relevant officials at the Tuesday January 24 meeting.

I have lived at 5055 Noche Bella Loop, Las Cruces, NM 88011 since 2011. I pay all required taxes, and do not support or encourage a decision to put in a bunch of commercial establishments in the midst of, and at the entrance of a peaceful residential neighborhood.

Thank you for your kind attention.

Sincerely,

Sanjay Lahiri, MD
575 444 9156

--
Sanjay Lahiri, MD
575 444 9156

Vincent Banegas

From: Betty Beltran <bettybeltran@comcast.net>
Sent: Tuesday, January 24, 2023 7:53 AM
To: Vincent Banegas
Subject: Re-zoning on Las Alturas

In 1986, we purchased our home on Derringer Road and moved in with our two young daughters. We chose this area because it is a nice, quiet residential area and a great neighborhood to raise our children. We are now retired and enjoy daily walks. We often walk along Las Alturas to the beautiful NMSU campus. Many people in our area walk, ride bikes, and walk their dogs. The night skies are amazing with the stars being clearly visible. We do NOT want the zoning to be changed from residential to high density commercial. We love our quiet neighborhood. Changing the zoning will bring additional traffic and bright lights.....two things we do NOT want.
Please DO NOT change the zoning.....
Betty Beltrán
5203 Derringer Road

Sent from my iPad

Vincent Banegas

From: Sandra Hurley <nmshurley@gmail.com>
Sent: Tuesday, January 24, 2023 11:44 AM
To: Vincent Banegas; Tessa Abeyta; Kyle Metzgar; sreynolds@donaanacounty.org
Subject: Proposed High Density Commercial Zoning Change

Greetings, this is to register our strong opposition to the proposed change from Agricultural to High Density Commercial Zoning for the 11 acre parcel on the northeast corner of Las Alturas and Tellbrook.

When we moved to Las Cruces few years ago, this was the only neighborhood we considered. Its unique characteristics include that it is totally residential and homes have adequate space around them to allow for quiet and privacy. The proposed zoning change can completely change that, among other things by increasing traffic, noise, and light pollution. We see no compelling benefits to the neighborhood

Once zoned HIGH DENSITY COMMERCIAL, the land can be developed in many different ways far beyond any currently stated plans.

The proposed rezoning action is entirely inconsistent with the nature of the surrounding region, which is entirely residential.

We urge you to vote "no" on the proposed rezoning action.

Sincerely,

Thomas & Sandra Hurley
4015 Tamarisk Road
88011

Vincent Banegas

From: Vincent Banegas
Sent: Tuesday, January 24, 2023 1:24 PM
To: Vanessa V; James A. Bennett; Enrico Smith; Luis Guerrero; Joaquin Acosta; scott.kaiser.lcpz@gmail.com
Cc: Raylyn Wilcox; Adam Ochoa; John Castillo
Subject: FW: Proposed Las Alturas/Tellbrook zoning change

Here is another one I'm forwarding along.

Vincent M. Banegas
Interim Planner – CLC Community Development
vbanegas@las-cruces.org
(575) 528-3085

Accela Portal Register:
https://aca-prod.accela.com/lascruces/Account/RegisterDisclaimer.aspx

Accela Portal Log-in:
https://aca-prod.accela.com/lascruces/Default.aspx

From: Christine Trujillo <christntnm@gmail.com>
Sent: Tuesday, January 24, 2023 1:15 PM
To: Vincent Banegas <vbanegas@las-cruces.org>
Subject: Proposed Las Alturas/Tellbrook zoning change

Good afternoon,

I hope this finds you well. I am emailing to voice my concern and extreme opposition to the proposed change on the land at Las Alturas/Tellbrook location. I recently moved to the Las Alturas South area in January of 2022 from Albuquerque. Part of my move back to Las Cruces was personal family reasons....the other was because directly across from a home I had bought in 2018 was a 4 story, 4 building apartment complex that was about to break ground on a 10 acre piece of land, called the Wintergreen Luxury apartments on the Westside of Albuquerque. This complex is now under construction and is an obtrusive development no matter how you look at it. The neighborhood right next to it will now have people in the apartment complex able to look directly into their backyards and homes.
The people of Las Alturas DO NOT want this kind of development, be it an apartment complex or commercial use in our neighborhood, not only from an aesthetic standpoint, but also from an environmental standpoint. We have enough water challenges as it is, we do not need a large 'something' taking up even more of our water resources, as an apartment complex or commercial development would do.
I strongly object to this proposed change as I know many others in our area do as well. I will be at the City council meeting tonight to voice my opposition.

Thank you for your time.

Regards,

Vincent Banegas

From: Katherine Harrison Rogers
Sent: Wednesday, January 25, 2023 8:34 AM
To: Adam Ochoa; John Castillo; Vincent Banegas
Subject: FW: Telbrook zoning change

A little late...

Katherine Harrison-Rogers, AICP
Senior Planner/ Community Development/ Planning
Direct: 575-528-3049 Main: 575-528-3043, krogers@las-cruces.org

https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.realizelascruces.com%2F&data=05%7C01%7Cvbanegas%40las-cruces.org%7C8b6796f47d204dba9e5b08dafee98a87%7Cdf81c53fa8c04af5a182cf3bce372944%7C0%7C0%7C638102576260414460%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=F2er9mZWKRASIEWr2GNQjUtAuLnah%2BRM8xu6j0WO%2B6Q%3D&reserved=0

-----Original Message-----
From: Chris Miller <cm289@yahoo.com>
Sent: Tuesday, January 24, 2023 6:13 PM
To: Katherine Harrison Rogers <krogers@las-cruces.org>
Subject: Telbrook zoning change

Good evening ,

I would like to urge you and the commission to deny the requested zone change at 4003 Telbrook. This has been a rural residential area since the 1970s. People, myself included, moved to this area to avoid commercial districts and the associated high-intensity traffic. The owner's of this property knew the zoning when they purchased it. Please don't punish the surrounding neighbors, many who've lived here for decades, to accommodate a single family's commercial venture. Unfortunately I cannot attend tonight's meeting but I wanted to pass along my thoughts on the matter.

Thank you,
Chris Miller

Sent from my iPhone
[O|||||||O]

The following attachment was submitted to staff on March 9, 2023, by Mr. Brook Milligan and according to the document footnote, 179 area residents that oppose the zone change at 4003 Tellbrook Road. This information as presented in the attachment was **NOT** provided to the Planning and Zoning Commission on 1/24/23 for their consideration in that it was submitted to staff well after the subject meeting date. It is being included as an attachment to this CAES at the request of Mr. Milligan.

Case 22ZO0500020: Development options for 4003 Tellbrook

Brook Milligan and 178 Las Crucens*

March 9, 2023

Neighborhood request for action

Our group of concerned community members (179 as of March 9, 2023) is compelled (i) to state our opposition to the rezoning request for 4003 Tellbrook Road, Case 22ZO0500020, and (ii) to offer actions that would be consistent with our shared views of development in Las Cruces. We are explicitly asking each City Council member (i) to act on his or her own good judgement, (ii) to demonstrate consistency with the *Elevate Las Cruces* Comprehensive Development Plan, and (iii) to carefully consider what community members are requesting.

The City Council has worked hard to identify important principles and values guiding development in our community. We applaud that effort and share many of the Council's goals.

Our opposition to the rezoning request is based upon the fact that it unnecessarily undermines those core values, because the values and the request are fundamentally incompatible.

One of the most important principles in *Elevate Las Cruces* is that development shall proceed in a context-sensitive manner (Policy CE-3, Plan page 98). The neighborhood surrounding 4003 Tellbrook is 1,113 acres of entirely residential development, a convergence of 50 years and thousands of decisions by community members that reflect an unmistakable common vision of community identity. Rezoning to allow commercial development is contrary to that vision, contrary to the City Council goals expressed in *Elevate Las Cruces*, and detrimental to conveying our shared community values to everyone entering the City from the south.

We fully recognize that *Elevate Las Cruces* seeks to foster an intentional and guided development process, one based upon principles. To that end, we identify actions that reflect shared community values, will not compromise the character of the surrounding neighborhood, and are compatible with the Council's vision in *Elevate Las Cruces*.

We request that the City Council adopt one of the actions we propose, e.g., a low-density residential zoning or an open-space zoning. Either of these actions would clearly reflect the Council's desire to "enhance liveability, prosperity, and environment for the shared benefit of current and future generations" (*Elevate Las Cruces* Vision Statement, page xv).

*The information presented here is supported by a petition signed by 179 (as of March 9, 2023) residents of Las Cruces and its surroundings; see Section 6 (page 8) for the contents and signers of the petition, and Figure 3 (page 12) for the geographic area covered by the concerned community.

Agenda Item #7.4

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1 Guiding principles: *Elevate Las Cruces* Comprehensive Plan

Intentional and thoughtful development depends on a clearly articulated set of guiding principles. The Las Cruces Comprehensive Plan, *Elevate Las Cruces*, was adopted by the City of Las Cruces in 2020 as a "commitment to enhancing our livability, prosperity, and environment for the shared benefit of current and future generations of Las Crucens" (Vision Statement, Plan Executive Summary, page xv). The Plan outlines a number of policies that are central to achieving the stated vision, that is, to achieving sustainable neighborhoods that community members are proud to be a part of. The Plan explicitly recognizes that "pride in one's neighborhood is intrinsically linked to establishing a neighborhood identity" (Plan page 177). As a result, the most prominent core principles address how development interacts with neighborhood identity.

Context-sensitive development Of all the principles outlined in the *Elevate Las Cruces* Comprehensive Plan, this is the most important, because it is essential for creating and respecting community identity, which makes the central goals of sustainable growth and shared community vision achievable. This principle emphasizes the fact that development decisions are not the consequence of arbitrary outlines on a map but rather are the result of nuanced decision-making that considers the specifics of each case. The importance of this principle is relected in its reoccurrence multiple places within the Plan and elsewhere. For example, Policy CL-1.1 (Plan page 183) states that planning shall "enable neighborhoods to define their distinct identities and needs," which promotes Goal CL-1 of "promoting community pride through neighborhood identity" (Plan page 182). The Plan states that development shall "encourage context sensitive development" (Policy CE-3, Plan page 98) and shall "promote development that complements surrounding neighborhoods" (Policy CE-5.1, path 114). This idea is also central to the Las Cruces Land Development Code (2023), which seeks to "ensure that proposed development is suitable and appropriate for a given parcel of land, based on its location and its environmental characteristics" (Code Section 37-41.A.) and that a spot zone with adverse effect on the surrounding neighborhood shall not be created (Code Section 2-382(a)(7)). Finally, this idea surfaces in Planning and Zoning Commission staff justifications to "ensure that any future uses remain compatible with the surrounding neighborhood" (e.g., Case 22ZO0500020, January 24, 2023).

Optimism: pride of place (Plan page 1) People are proud to be Las Crucens, but that feeling is fragile and depends on a continual sense of shared goals. Development decisions should foster that feeling, not disrupt it, which requires careful consideration of the broader impacts of development. Ongoing sense of neighborhood and community pride is ensured by context-sensitive development.

Sustainability A primary guiding principle is that "public and private investment [shall] improve the quality of life of all residents while preserving the most treasured aspects of the surrounding natural landscape" (Plan page 1). Applying this principle requires a nuanced understanding of what defines the quality of life for members of neighborhoods and communities, a process that is highly dependent on a context-sensitive approach to development.

Complementarity "Building form and scale shall complement surrounding neighborhoods" (Policy CE-5.1, Plan page 114). Complementarity is inherently context-sensitive and requires that development decisions be made on geographic scales that are relevant to existing land use and established neighborhood character.

Following these principles, and accomplishing the goal of intentional development that motivates the entire *Elevate Las Cruces* Comprehensive Plan, requires substantive evaluation of the context in which development is occurring. It is clear that this is a widely recognized theme that has been embraced by the Las Cruces City Council.

2 Neighborhood background: entirely residential

By embracing the principles established in the *Elevate Las Cruces* Comprehensive Develpoment Plan, the Las Cruces City Council seeks to promote development that "establishes neighborhood identity" (Plan page 177). Understanding the neighborhood surrounding 4003 Tellbrook Road is therefore crucial for evaluating and understanding the implications of the proposed rezoning request.

General features: a completely residential neighborhood The area surrounding 4003 Tellbrook Road is a contiguous neighborhood of 1,113 acres, of which 83% is built and much of the remaining are arroyos unsuitable for development. Except for one parcel devoted to a volunteer fire station (0.1% of the area), the entire area is residential development (Figure 1). These represent a broad diversity of lots and present a diversity of housing options to the community. For example, two thirds of the development is on lots of less than one-half acre, while only 11% are in the range of 3/4–1 1/4 acres. This development has emerged over the course of 50 years and represents a remarkable consistency among the thousands of individual decisions that have brought this community together. There is an obvious and unmistakable common view that the character of this neighborhood is residential and should remain that way.

Current zoning categories: overwhelmingly residential Unsurprisingly for a neighborhood that has developed over 50 years, during which time active zoning categories have changed, the set of zoning categories that apply to development in this neighborhood is not uniform (Table 1). Despite the different categories, however, there is a clear pattern evident: this is a completely residential neighborhood with over 97% zoned residential. The five parcels zoned C-2 are no exception to this pattern; all are recorded by the Doña Ana County Assessor as residential land, two are owner-occupied residences, the remainder contain small numbers (e.g., duplexes) of rental units. The commercial zoning category for these parcels dates to 1974 and is not an appropriate reflection of current (or even past) land use; future commercial development there would also be incompatible with the character of this neighborhood. Likewise, the parcels zoned A-2 are anomalous; Planning and Zoning Commission staff document that this is a remnant from at least 22 years ago (Case 22ZO0500020, January 24, 2023) and similarly reflects neither current use, past use, nor compatible future use.

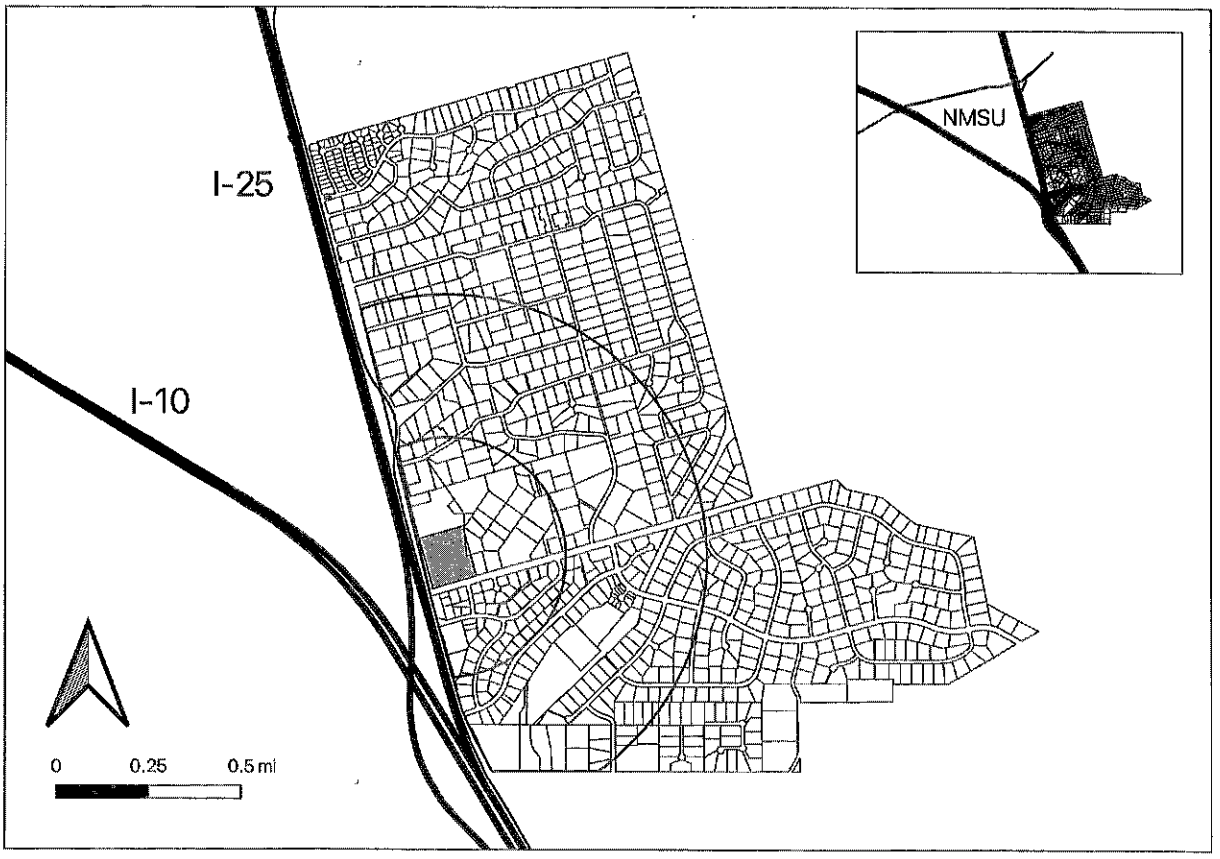


Figure 1: Location of parcels within the neighborhood surrounding 4003 Tellbrook Road (shaded). A total of 101 and 401 current residences lie within the two arcs; those correspond to the range in number of apartment units required by Las Cruces Land Development Code for a 10 acre parcel. Clearly, the density of allowed commercial development far exceeds the density of existing residential land use anywhere within this entire neighborhood.

Neighborhood zoning categories				
Zoning		Parcels		
Category	Description	Number	Area	Percent
D1-L	Low density residential - limited	658	747.1682	80.8500
R-1a	Single-family medium density	72	47.6894	5.1604
D1	Rural agricultural district (county)	35	43.0597	4.6594
RE	Single-family residential estate	29	31.1092	3.3663
R-1aC	Single-family medium density - conditional	67	24.1527	2.6135
A-2	Rural agricultural district (city)	9	23.9839	2.5953
C-2	Commercial medium intensity	5	2.3703	0.2565
R-3	Multi-dwelling medium density	4	1.8393	0.1990
R-2	Multi-dwelling low density	3	1.6267	0.1760
Inst	Institutional/Government	1	1.1417	0.1235

Table 1: Zoning categories within the neighborhood surrounding 4003 Tellbrook Road. The zoning categories are listed in descending order of the developed area (acres and percent of total) to which they apply. Categories D1, D1-L, and Inst are within Doña Ana County; the remainder are within the City of Las Cruces.

Gateway to Las Cruces: messaging our values The neighborhood in question spans almost 2 miles along Las Alturas Road and I-25, and forms the most obvious visual impression of Las Cruces for everyone entering from the south. Thus, for many the character of the neighborhood has a lot to say about the character of Las Cruces. Over its 50 years of existence, the neighborhood has developed to embody at least two of the six best practice principles identified by the American Planning Association: a liveable built environment in harmony with nature (Plan page 12). Those principles are clearly evident to anyone driving along I-25 on their way into Las Cruces, which creates a very positive message regarding the values that Las Crucens hold dear. Commercial development in this area will needlessly undermine that message and replace it with a completely different one; Las Cruces will lose some of its "shared pride of place, and a feeling that this city is truly unique among its peers" (Vision Framework, Plan page 1).

3 Context-sensitive development: commercial zoning is inappropriate

Rezoning the parcel at 4003 Tellbrook Road to C-3C, high-intensity commercial with conditions, is a permanent change that enables a broad range of developments to proceed, regardless of the specific plans that motivate the immediate request. Any land use compatible with that zoning category is allowable and could happen at any time in the future. This is true independent of the intentions of the current owners as there is no guarantee that those intentions will not change or that future owners will not have different intentions.

As a consequence, *Elevate Las Cruces* guides us to evaluate this rezoning request in the context of the current neighborhood *and all possible developments* that a C-3C zoning designa-

tion would allow. The conditions presented to the Las Cruces Planning and Zoning Commission (Case 22ZO0500020, January 24, 2023, Exhibit A) were identified by the owners and include a much broader range of possibilities than represented by their stated intent. Under the proposed conditions, the following land uses are allowed:

- Apartments
- Accessory units and structures
- Greenhouse, garden shed or tool shed (ancillary to botanical gardens)
- Community buildings
- Library or museum
- Health club, exercise club, gymnasium, sports instruction
- Botanical park
- Accounting, auditing, and bookkeeping
- Architectural, engineering, and surveying services
- Art studio
- Barber or beauty shop, hair salon, and related personal care
- Business offices
- Consulting
- Counseling servies
- Desktop publishing and graphic design
- Legal services
- Lessons for art, dance, music, etc.
- Photography studio
- Real estate office
- Tax preparation services
- Café, cafeteria, coffee shop, or restaurant (ancillary to botanical gardens)
- Clothing store
- Garden supply store
- Plant nursery

Developing any of these will convert a significant portion of land into impervious surface for parking, and will require substantial construction of buildings. This will have a direct impact on the message our community sends to everyone arriving on I-25, and will degrade the living environment for everyone living in the neighborhood.

As one example, if apartments are constructed (one of the allowed land uses that must be considered to be a possibility), they must follow the Las Cruces Land Development Code, which states that (i) they "must comply with R-4 development standards, including minimum density of ten dwelling units per acre and maximum density of 40 dwelling units per acre" (Code Section 38-32.B.2.C-3: Commercial high intensity) and that (ii) they can be as large as 60 feet in height (Code Section Section 38-31.D. Development standards). Such a development would be equivalent to creating residences for as many people as currently reside within 0.3–0.7 *miles* of 4003 Tellbrook Road (Figure 1), all crammed within a single 10 acre parcel. This alone could increase the population in the neighborhood by 50% and lead to much greater demands for scarce resources such as water and wastewater services.

Such intense development (Figure 2) would undermine the philosophy of context-sensitive development that is embraced by the Las Cruces City Council and so prevalent within the *Elevate Las Cruces* Comprehensive Plan, yet it would be an allowable land use should this rezoning be approved.

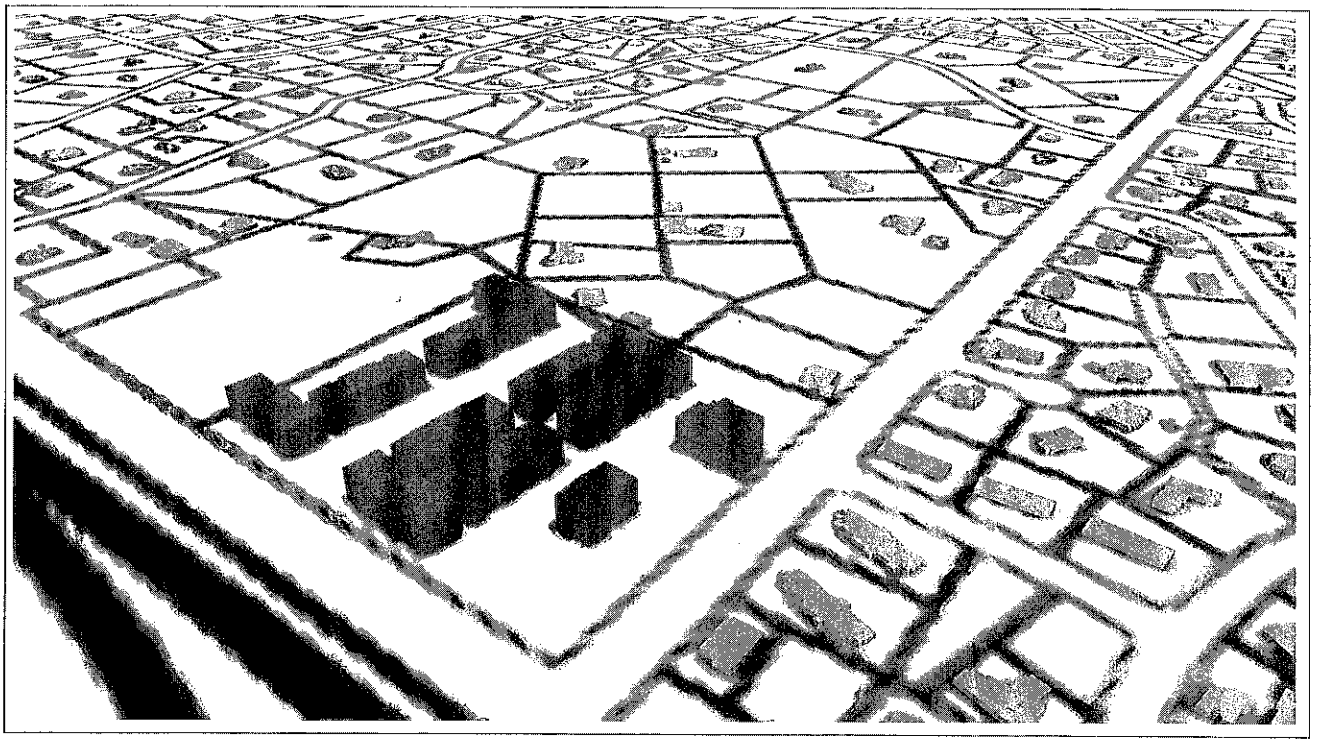


Figure 2: Three-dimensional rendering of an allowable apartment complex at 4003 Tellbrook Road. This is a view to the northeast from the corner of Las Alturas and Tellbrook Roads. Building heights are at the same scale as horizontal distances. The density and building height of such an apartment complex, which is dictated by the Las Cruces Land Development Code (Code Section 38-32.B.2.C-3), is wildly incompatible with the surrounding neighborhood.

4 Appropriate actions: compatible zoning options exist

The owners of 4003 Tellbrook Road have emphasized two intended land uses, both in their documents and in their presentation to the Las Cruces Planning and Zoning Commission (January 24, 2023): a personal residence and a botanical garden. Neither of these land uses require a commercial zoning category. That should be self-evident with respect to a personal residence; there are a number of low density zoning categories that would accommodate that intended land use, that are already in use in the neighborhood, and that would be consistent with the goal of context-sensitive development.

A botanical garden can be accommodated in one of two ways. If the residence is an important component of the proposed development, then the Las Cruces Land Development Code accommodates that within a residentially zoned parcel. For example, Code Section 38-31 (Residential zoning districts) states that botanic gardens may be sited in Residential Estates (RE) (38-31.1.A.2), Single-family low density (R-1c), Single-family medium density (R-1a), and Single-family high density (R-1b) (38-31.1.B.2) districts. Thus, an appropriate residential zoning category is *not incompatible* with the owner's stated intent of establishing a botanic garden.

We note that to serve the Las Cruces community best, better locations exist for establishing a botanic garden; for example, locating it next to the Farm and Ranch Heritage Museum would offer an additional reason to visit an important cultural resource for the community and add to the gateway for Organ Mountain-Desert Peaks National Monument. However, if the owner wishes to prioritize the botanic garden, then another option is possible. The Las Cruces Land Development Code identifies two open space zoning districts (Code Section 38-41.1). One of those (OS-NC) can accommodate a Community Nature Park, which is certainly what a botanic garden on this parcel would be (Code Section 38-33E. Park, Public and Private). It is important to recognize that most, if not all, botanic gardens are much larger in size than is proposed here, are directly associated with major institutions, often have significant dedicated governmental funding sources, or are backed by major non-profit organizations; an open-space zoning category would be much more appropriate than a commercial one for this type of activity, because it emphasizes a botanic garden's fundamental characteristic, which is to provide open space recreational experiences.

There are actions that are consistent with the principles of context-sensitive development outlined in the *Elevate Las Cruces* Comprehensive Development Plan, that members of the neighborhood recognize as beneficial, and that achieve the stated goals of the owners: change the zoning designation to either (i) a low-density residential category with conditions allowing a botanic garden, or (ii) the open-space OS-NC zoning category to allow a small botanic garden. There is no need to permanently open possibilities for commercial development that is entirely incompatible with the surrounding neighborhood. Either of these options enables the City Council to remain true to the guiding principles outlined in *Elevate Las Cruces.*

5 Conclusion: promote neighborhood identity and Council intent

By adopting the *Elevate Las Cruces* Comprehensive Plan, the Las Cruces City Council has embraced a clear set of principles guiding development; we applaud that effort and support the principles that have been identified. They form the basis of well guided and intentional development that "improves the quality of life of all residents while preserving the most treasured aspects of the surrounding natural landscape" (Plan page 1). The most prominent of these principles is context-sensitive development, because it is essential to achieving the Council's vision. In this case, rezoning the parcel at 4003 Tellbrook Road to C-3C, high intensity commercial, would be clearly incompatible with the entire surrounding neighborhood, which is entirely residential over a contiguous area of 1,113 acres. It would also transform the message our community conveys about itself to everyone entering from the south. This needlessly undermines the hard work already undertaken by the Council to articulate the priniples in *Elevate Las Cruces.*

There are, however, rezoning options that would be compatible with the neighborhood identity and that would also be compatible with the owner's emphasized intent. We promote those options as ways for the City Council to remain faithful to the *Elevate Las Cruces* principles, to further neighborhood identity, and to support intended land uses that are compatible.

6 Petition supporting the positions in this document

To document the depth and breadth of support for the ideas presented here, we made a petition available to the Las Cruces community. Below is the text of the petition, the list of 179 signatories (as of March 9, 2023), representative comments, and a figure (Figure 3) illustrating that those in support represent the *entire* Las Cruces community.

Promoting context-sensitive development: A common vision for development in Las Cruces, NM

The City Council of Las Cruces has before it a request to rezone a parcel to a High Density Commercial category of land use; all of the surrounding area, over 1,000 acres, is entirely residential. As a result, a rezoning decision will create an island that is incompatible with the character of the neighborhood.

We are opposed to this rezoning action in part because of its potential to affect the neighborhood. Much more importantly, though, we are opposed because this action would be counter to many of the core principles outlined by the Las Cruces Comprehensive Plan, which was adopted by the City in 2020 to promote sustainable growth and achieve a shared community vision for the City and its surroundings. A theme throughout the Plan is the principle of context-dependent development, which must be considered on a geographic scale that is relevant to existing land use and established neighborhood character. Imposing an island of

high density commercial development within a sea of residential uses is clearly counter to the goals of context-sensitive development.

Should this request be granted, any similar location within Las Cruces or the surrounding area is at risk of a similar transformation, despite the principled statements made in the guiding document, the Comprehensive Plan. For that reason, we feel this case is important for residents throughout the City and surrounding neighborhoods.

We urge you to sign this petition to express your agreement and support that strong context-sensitive principles guide development decisions in Las Cruces.

Signatures: as of March 9, 2023, 179 residents of Las Cruces and its surroundings.

- Kathleen Albers
- Carla Alford
- Jeff Amato
- James Archey
- Jan Archey
- Shirley Armstrong
- April Arzate
- Ernest Arzate
- Carl Donovan Bailey
- George Bailey
- Ginny Bailey
- John Barclay
- Kimberly Barnett
- Garcille Bauer
- Kathryn Bauer
- Jill Begemann
- Al Beltran
- William Boecklen
- Diane Bolak
- William Bolak
- Evelyn Bruder
- Michelle Burns-Cogdill
- Longino Bustillos
- Sylvia Bustillos
- Karen Casci
- Tracy Castle-Diaz
- Greg Cates
- Kristina J. Cervantes-Vanderlugt
- Erik Chang
- James Chantrill
- Patricia Chantrill
- Raf Chavez
- Janet Clark
- Carla Clouser
- Jeffrey Colin
- Susan Conant
- Kathleen Cooke
- Linda White Cox
- Jack Crabtree
- Crystal Crawley
- Vicki Dannhaus
- Ellen Davis
- Jon Day
- Alesia Dutton
- Donald Dutton
- Brent Emanuel
- Kenna Eversole
- Jo Lynn Farthing
- Robin Flores
- Denise Forand
- Roger Forand
- Karen Foster
- Roger Fuller
- Laura Garcia
- Luis Garcia
- Greg Garland
- Doug Gegax
- Danielle Marie Gibbs
- Edna Marie Gibbs
- Leslie (Les) Gibbs
- Randi Goode
- Sharbani Das Gupta
- Vincent Gutschick
- Irene Guzman
- Cynthia Hakkila
- Lenwood Hampton

- Mary Hampton
- Travis Harding
- Nancy Heavner
- Jerry A. Hernandez
- Patsy Hill
- Bianca Holguin
- Lorena Holguin
- Clyde Hudson
- Sandra Hurley
- Tom Hurley
- Avis James
- Tim James
- Ruth Jaure
- Sara Jensen
- Terence Johnson
- Robert Jones
- Leslie Kelley
- Gene Killgore
- Barbara Kirn
- Kyrsti Kinders
- Luciana Kirkland
- Robert Kirschner
- Yolanda Koontz
- Joshua Krause
- Jeffrey Lanan
- Carol Laskin
- Elaine LeVine
- Vicki Ligon
- Charlotte Liptak
- Joachim Lohn-Jaramillo
- Manion Long
- Dana Loy
- Kenneth Lujan
- Yvonne Madero
- Keith mandabach
- Laura Mandabach
- Gay Mansouri-Rad
- Annie Mason
- Rebecca Mccleery
- Barbara McGuffey
- Patrick McGuffey
- Alex McGuinn
- Brandon McGuinn
- Margaret McGuinn
- Richard McGuinn
- Samantha McGuinn
- Dana Mcrimmon
- Jacquelyn Meinecke
- Guadalupe Meraz
- Brook Milligan
- Catherine Milligan
- Veronika Molina
- Rebecca Monroe
- Gabriela Mora
- Heather Morton
- Michele Murphy
- Harold Myers
- Paul Nevarez
- Richard Patton
- Steven Pedroncelli
- Tracy Pedroncelli
- Cynthia Fabrizio Pelak
- Helen Prouty
- Ermelinda Quintela
- Betty Jo Randazzo
- Melissa Reeves
- Manuela Reyes
- Mario Reyes
- Elizabeth Rodriguez-Johnson
- Ashely Romero
- Dolores Rosell
- Bernard Ryan
- Jacalyn Ryberg
- Hermelinda Sanchez
- Bill and Londa Seiffert
- Londa Seiffert
- Olivia Serna
- Cynthia Settles
- Carol Sherick
- Tim Shoffstall
- Roberta Silva
- Janina Singleton
- Julie Skinner
- Mike Skinner
- Rachel Smith
- Antoinette Terrell
- Kathrin Theisen
- Jerry Thompson
- Joe Triste
- Christine Trujillo
- Cindy Trujillo
- Janine Trujillo

- Cindy Tunnell
- Larry Tunnell
- Matthew Vaughn
- Teri Vaughn
- Rosella Vialpando
- Judi Voelz
- Kathryn Voelz
- Margot Vos
- John Wagner
- Fritz Wagoner
- Bruce Watenpaugh
- Matt Watson
- Nancy Weaver
- Judy Wendell
- Michelle Wiens
- Robert Wimberly
- Rita Worrell
- Cagla Yildirim
- Ken Ystesund
- Kernie Zimmerman
- Mark Zimmerman

Specific reasons for signing The following are comments made by signers of the petition to express their views more explicitly than is possible with a simple signature.

> I am signing because I have experienced the ramifications of what can happen within a neighborhood with a zoning change such as this proposed change, with an apartment complex being built directly in front of my previous home once a zoning change took effect. I do not believe any kind of high density commercial development is the vision we have for our residential neighborhood.
>
> I live in Summit Chase and drive by the site every time I leave or enter the neighborhood. The traffic is already increasing and this IS a residential neighborhood. Any little bit of open space is important!!! PLEASE consider this carefully. We do not want that land developed!
>
> I am signing because this is a foolish and heartbreaking threat to this community. We built our home here in 1996 and have been so happy walking and enjoying the beauty of this area. Our home are built with respect to the natural landscape and what Mother Nature has created. If this person wants to help this community he should use property designated for such use. Maybe build by the Farm and Ranch. This city has demonstrated that they only care for business and not families. Not one ounce of me believes that this venture is only for profit. If the city cared to do something for families, create activity centers, bike paths etc. No, we only have more bars and pot businesses. The desert is beautiful and doesn't need a "garden" business, we can walk outside and enjoy. Please oh please don't destroy this area.

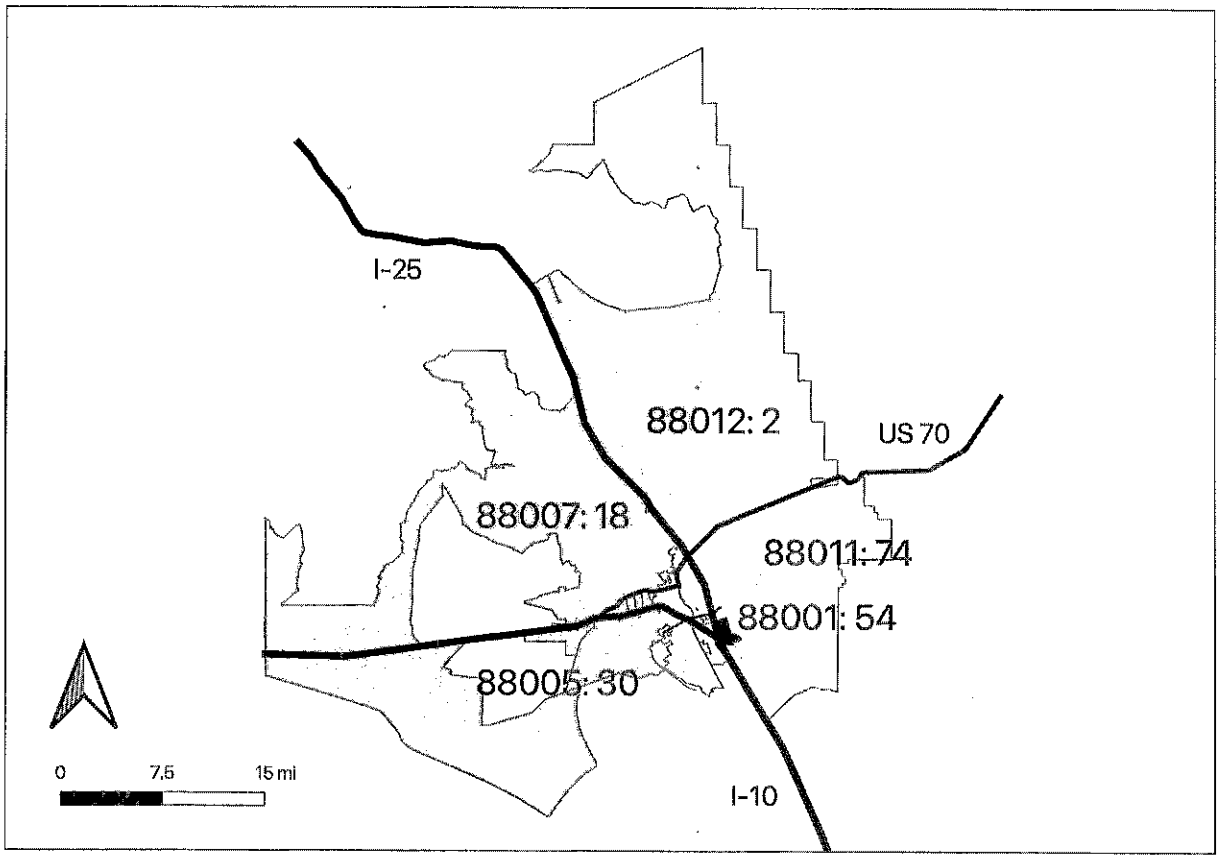


Figure 3: Geographic diversity of petition signers. Each zip code is followed by the number of petition signers (as of March 9, 2023). People from throughout Las Cruces (shaded zip code areas) have signed this petition, an indication that the views presented here are shared all over the Las Cruces community.

City of Las Cruces

City Council Action and Executive Summary

3036; Council Bill 23-030

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

District:	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	May 15, 2023	**Adopted:**	June 5, 2023
Drafter:	Cilicia Villegas	**Department:**	Economic Development
Program:	LAND MANAGEMENT AND REAL ESTATE SERVICES	**Line of Business:**	LAND MANAGEMENT AND REAL ESTATE SERVICES

Title: **AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND BHD LAND DEVELOPMENT LLC, FOR THE SALE OF APPROXIMATELY 16.62 ACRES OF MUNICIPALLY-OWNED LAND WITHIN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK FOR THE PURCHASE PRICE OF $581,700.00, IN ACCORDANCE WITH PROVISION OF LCMC 1997, SECTION 2-1312.**

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

PURPOSE(S) OF ACTION:

Approve the sale of City real property.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Among the top strategic plan goals of the City is to stimulate and entice additional business development at Las Cruces Innovation and Industrial Park.

This Ordinance, if approved, authorizes the sale of approximately 16.62 acres of municipal land located at 401 and 431 Alliance Drive within the City's Las Cruces Innovation and Industrial Park to BHD Land Development LLC (BH DEVCO) for Five Hundred Eighty-One Thousand Seven Hundred dollars ($581,700.00). The purchase price is based on a value of $35,000.00 per acre. The property is legally described as Lots A-3 and A-5, West Mesa Industrial Park No. 26, Replat No. 1.

The property was appraised by a local appraiser in March 2023. The appraisal concluded a value of $581,700 or $35,000.00 per acre. A second appraisal was conducted in April 2023 by the City Land and Real Estate Office at a value of $581,700.00 or $35,000 per acre.

BHDEVCO intends to develop this property as a distribution facility.

This Ordinance has been prepared in accordance with LCMC 1997, Section 2-1312. The timeframe for the land sale will occur on a mutual agreeable date between 45 days after adoption, and within 30 days of the end of the Inspection Period. This Ordinance has been published prior to the adoption and will be published at least once after its adoption.

SUPPORT INFORMATION:

Exhibit "A" Real Estate Purchase Agreement Draft

Attachment "A" Summary of Appraisals
Attachment "B" Plat Map
Attachment "C" Aerial Vicinity Map

PLAN(S):
City Council Strategic Plan, Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:

Funding Source(s):

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 Ordinance and Real Estate Purchase Agreement to sell 16.62 acres of land in the Las Cruces Innovation and Industrial Park to BHD LAND DEVELOPMENT LLC for Five Hundred Eighty-One Thousand Seven Hundred dollars ($581,700.00).
2. Vote "No"; this action will not approve the Ordinance and Real Estate Purchase Agreement and City will retain ownership of the land.
3. Vote to "Amend"; this action will modify the terms of the Agreement based on direction from Council.
4. Vote to "Table"; this action will postpone the Ordinance and Council will need to direct staff.

REFERENCE INFORMATION:
Sale Proceeds to be split 50/50 between:
Fund 2013 Org 2013 Object 599900 and
Fund 1030 Org 1030 Object 599900
See Municode Section 13-207 (2)g

ORDINANCE 3036; COUNCIL BILL 23-030

AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND BHD LAND DEVELOPMENT LLC, FOR THE SALE OF APPROXIMATELY 16.62 ACRES OF MUNICIPALLY-OWNED LAND WITHIN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK FOR THE PURCHASE PRICE OF $581,700.00, IN ACCORDANCE WITH PROVISION OF LCMC 1997, SECTION 2-1312.

The City Council is informed that:

WHEREAS, an interest of purchase offer was received from BHD Land Development LLC for 16.62 acres of municipal land in the Las Cruces Innovation and Industrial Park; and

WHEREAS, the City desires to sell the 16.62-acre parcel to BHD Land Development LLC for development; and

WHEREAS, BHD Land Development LLC offered $581,700.00 for the City property; and

WHEREAS, the purchase price is based on a value of $35,000.00 per acre; and

WHEREAS, the fair market value of the City property, having been determined by appraiser Don Miller, MAI is $581,700.00 or $35,000.00 per acre; and

WHEREAS, the closing date for the sale of the property will not occur until forty-five (45) days after the adoption of the Ordinance and would occur no later than 30 days of the end of the Inspection Period.

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

(I)

THAT the Real Estate Purchase Agreement between City and BH Land Development, LLC., as shown in Exhibit "A", attached hereto and made a part of this Ordinance, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

PURCHASE AND SALE CONTRACT ("**Contract**")

This Contract is entered into by the **CITY OF LAS CRUCES**, a New Mexico municipal corporation ("**Seller**"), and **BHD LAND DEVELOPMENT LLC**, an Arizona limited liability company, and/or its assigns ("**Purchaser**").

W I T N E S S E T H:

IN CONSIDERATION of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below), in accordance with the following terms and conditions:

1. Property. The property will be comprised of the following:

Land totaling approximately 16.62 acres located at 401 and 431 Alliance Drive, in Las Cruces, Dona Ana County, New Mexico (the "**Land**"), as more particularly described on **Exhibit "A"**, together with any and all improvements situated on the Land (the "**Improvements**"); and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights-of-way bounding the Land; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "**Additional Interests**"); all transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental entity in connection with the Land or the Improvements held by or granted to Seller, its predecessors in title, and/or the agents thereof with respect to the Land or the Improvements (collectively, the "**Permits**"); all right, title and interest of Seller in and to all site plans, surveys, soil and substratus studies, and engineering and architectural drawings, plans and specifications, in Seller's possession or control, relating to the Land (the "**Plans**"); all equipment and other personal property owned by Seller located on and exclusively used in connection with the operation of the land and improvements (collectively, the "**Personal Property**"); all written service and maintenance contracts and other written contracts, if any, relating to the Property that have been approved by Purchaser during the Inspection Period (as defined below) (collectively, the "**Service Contracts**"). The Land and other items described in the preceding paragraph together constitute the "**Property**."

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2. Purchase Price. The purchase price ("**Purchase Price**") will be approximately $581,700.00. The Purchase Price will be payable to Seller in cash or by wire transfer of good funds to the Title Company for payment to Seller at Closing, with the exact Purchase Price to equal the product of $35,000.00 multiplied by the total number of "net acres" and fractional portion thereof contained within the Land as certified in the Survey (as defined in Section 4(b)). "Net acres" as referenced herein shall mean the gross acres of Land less any portion of the Land that is located in public roads or rights of way or located within any easements, flood plains, or wetlands, including without limitation, any of the foregoing to be dedicated by the Plat of Subdivision (as defined in Section 5) (whether such dedication is in fee or by easement) or subjected to a designation for common area pursuant to any Permitted Exception (as defined in Section 4(d)).

3. Earnest Money and Independent Consideration.

(a) Earnest Money. Within 3 business days after the Effective Date, Purchaser will deposit with Chicago Title Insurance Company, Attention: Darnella Ward, Email: Darnella.Ward@ctt.com ("**Title Company**"), the sum of $30,000.00 as earnest money hereunder. The Earnest Money will be deposited by Title Company in an interest-bearing account, with the interest credited to Purchaser and as part of the

EXHIBIT "A"

Earnest Money. The entire Earnest Money will be applied towards the Purchase Price at Closing, or will be otherwise held and disbursed as herein provided.

(b) Independent Consideration. As independent consideration for the rights granted to Purchaser, Purchaser has paid to Seller the sum of $100.00, the receipt and sufficiency of which are hereby acknowledged. The independent consideration is non-refundable and will be applied against the Purchase Price at Closing.

4. Due Diligence Documents. The following documents will be delivered to Purchaser:

(a) Title Commitment. Within 10 days after the Effective Date, Purchaser will, at Seller's expense, order a current commitment from the Title Company for an ALTA owner's policy of title insurance to the Purchaser, together with legible copies of all listed title exceptions (the "**Title Commitment**").

(b) Survey. Within 10 days after the Effective Date, Seller will deliver to Purchaser, Purchaser's legal counsel, and the Title Company a true and correct copy of Seller's most recent survey of the Property. Purchaser may have prepared a current survey of the Property that complies with the 2016 "Minimum Standard Detail Requirements of ALTA/NSPS Land Title Surveys", and including Table "A" items 1 (monuments), 2, 3, 4, 6(a) and (b)(zoning), 7(a), 7(b)(1), 7(b)(2), 7(c), 8, 9, 11, 13, 14, 16, 17, 18, 19 and 20, or in such other form acceptable to Purchaser (the "**Survey**"). The Survey will be certified to Seller, Purchaser and Title Company and will show the total number of acres comprising the Land. The Survey will also contain a "Survey Notes" list on the face of the survey confirming the following:

> "Note 1: The subject property has access to public utilities from the public streets adjacent to the subject property. Note 2: The subject property abuts, without gaps gores or strips, and has vehicular and pedestrian ingress to and egress from _____, which is/are completed, dedicated and accepted public right(s) of way. and/or The subject property abuts, without gaps, gores or strips, an access easement through which the subject property has both vehicular and pedestrian ingress and egress to and from _____, a dedicated and accepted public right-of-way and such access easement abuts said public right-of-way without gaps, gores or strips, [If not, so state]. Note 3: Except as shown and noted on this Survey, based on a careful physical inspection of the subject property and matters of record or provided by the title company or client, there are no visible: (i) height or bulk restrictions, setback lines, parking requirements, party walls, encroachments or overhangs of any improvements upon any easement, right-of-way or adjacent land or encroachment of the improvements located on adjacent land onto the subject property, other than as noted on the Encroachment Table; or (ii)easements, rights-of-way, party walls, or building structures or other improvements, conflicts, officially designated 100 year flood plans or flood prone areas, springs, streams, creeks, rivers, ponds, lakes cemeteries or burial grounds; Note 4: [Except as shown on the survey,] the subject property does not serve any adjoining property for utilities, drainage, structural support or ingress or egress; Note 5: The legal description on and depiction of the subject property contained in the survey describe and depict the same property described in the legal description contained in that certain Title Commitment/Preliminary Report issued by _____ on _____ under Order No. _____; Note 6: The record description of the subject property forms a mathematically closed figure; and Note 7: There is no observed evidence of the site being used as a solid waste dump, sump or sanitary landfill."

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For purposes of the property description to be included in the Deed, Title Policy and other documents to be delivered pursuant to Section 9, the field notes prepared by the surveyor will control any

conflicts or inconsistencies and will be incorporated upon completion and included as the property description in the Deed and the Title Policy.

(c) Documents. Within 3 days after the Effective Date, Seller will deliver to Purchaser copies of all documents pertaining to the development, ownership, or operation of the Property, including but not limited to, any leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property; any service contracts; any existing survey of the Property; existing title commitments and/or policies; soils reports; feasibility studies; environmental reports, studies, assessments, and notices; any documentation regarding water, sanitary sewer, gas and other utilities serving the Property; engineering studies; evidence of zoning for the Property; and ad valorem tax notices and receipts for the last 3 years, together with the tax bill for the current year, if any (collectively, the "**Documents**").

(d) Review of Title, Survey and Documents. Purchaser will have until 11:59 p.m., Eastern Standard Time on that date which is twenty (20) days prior to the expiration of the Inspection Period ("**Approval Period**"), to review and approve the matters reflected in the Title Commitment, Survey and Documents. If Purchaser determines that the Title Commitment, Survey and/or Documents reflect or disclose any defect, exception or other matter affecting the Property unacceptable to Purchaser in its sole discretion, then Purchaser will notify Seller of Purchaser's objections prior to the expiration of the Approval Period ("**Objection Notice**"). If Seller fails to cure Purchaser's objections within 5 days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may, as its sole and exclusive remedy, terminate this Contract by providing written notice of termination to Seller within 10 business days after the expiration of Seller's Cure Period, whereupon this Contract will be terminated, Seller will retain the Independent Consideration and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than Purchaser's indemnity of Seller as provided in Section 5. If Purchaser fails to terminate this Contract within that period, Purchaser will be deemed to have approved and waived any objections to the matters contained in the Title Commitment, Survey and Documents. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "**Amended Report**"), Purchaser will have 10 days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give written notice (each, a "**Supplemental Title Notice**") to Seller of its objection to any additional matter affecting the Property that is unacceptable to Purchaser, in Purchaser's sole discretion, shown in such Amended Report. All matters shown under Schedule B – Section II of the Title Commitment and by the Survey to which Purchaser has not objected or Purchaser has waived as provided herein will be considered to be "**Permitted Exceptions**." Notwithstanding the foregoing, under no circumstances will Purchaser be required to object to any existing liens reflected in the Title Commitment or other matters shown on Schedule "B – Section I" thereto, all of which (except for the lien or liens for taxes not yet due and payable) will be released or satisfied by Seller at its expense prior to Closing.

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5. Feasibility Contingency. Seller and Purchaser acknowledge that they entered into an Early Access Agreement dated March 10, 2023, by and between Seller and Purchaser granting Purchaser early access to the Property prior to the Effective Date of this Contract, subject to the terms and conditions set forth therein. The obligations of Purchaser under this Contract and consummation of Closing are, at Purchaser's discretion, subject to Purchaser performing due diligence, completing an inspection of the Property and determining, in Purchaser's sole discretion, that it is feasible for Purchaser to own and operate the Property in a manner and upon terms and conditions satisfactory to Purchaser. Purchaser will have until 11:59 p.m., Eastern Standard Time, on that date which is one hundred eighty (180) days after the Effective Date (as may be extended hereunder, the "**Inspection Period**"), to inspect the condition of the Property and to perform such other investigations as Purchaser may desire in its sole discretion, including, but not limited to invasive testing, such as soil borings, installation of groundwater monitoring wells and collection of soil and groundwater samples in connection with a Phase II environmental assessment. Seller shall, within 5 days after Purchaser's request, complete an owner disclosure form to enable Purchaser to order a Phase I or Phase

II Environmental Site Assessment for the Property. During the Inspection Period, Purchaser may file applications with applicable governing authorities for a lot line adjustment, plat or replat of the Property to adjust the common lot line between the two parcels of property that comprise the Land, for its planned development (the "**Plat of Subdivision**"), and to obtain all development commitments, entitlements, permits and approvals, all as may be deemed necessary by Purchaser in connection with its contemplated use and development of the Property (collectively, all of the foregoing commitments, entitlements, permits, and approvals are the "**Approvals**"), and Seller agrees to cooperate with Purchaser and execute such documents reasonably required in connection with the Approvals. Such Approvals will not impose any burden or be binding upon the Property prior to Closing, nor impose any cost or liability on Seller, except to the extent consented to by Seller, which consent will not be unreasonably withheld.

Prior to any entry upon the Property by Purchaser, or its contractor, agent, employee, consultant or other third party at Purchaser's direction (each a "**Purchaser Consultant**"), Purchaser and any Purchaser Consultant entering the Property will deliver to Seller evidence that Seller is included as an additional insured on a primary and noncontributory basis on Purchaser's and such Purchaser Consultant's liability insurance coverage issued with combined single limits of not less than Two Million Dollars ($2,000,000) per occurrence. Any Purchaser Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than Two Million Dollars ($2,000,000), and shall provide evidence that Seller is named as an additional insured on such policy prior to entering the Property.

Purchaser and its duly authorized agents or representatives may enter upon the Property at all reasonable times during the term of the Contract to conduct engineering, environmental, and geotechnical studies, or any other inspections or tests. Purchaser will indemnify and hold Seller harmless from and against any and all losses or costs incurred by Seller due to any injuries to persons or damage to the Land or Improvements resulting from such studies, inspections and/or tests, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will restore any material damage to the Land or Improvements caused by Purchaser, its agents or representatives to a reasonable equivalent of its pre-inspection condition; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials not first placed on the Property by Purchaser, its agents, or representatives; or (iii) mere discovery of conditions, facts or circumstances that adversely affect (or may adversely affect) the value of the Property.

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Prior to the expiration of the Inspection Period, Purchaser will provide to Seller a list of the service contracts, if any, which Purchaser desires Seller to assign to Purchaser at Closing (the "**Service Contracts**"). Seller will assign the Service Contracts at Closing. Seller will terminate all other agreements and contracts for services at the Property, effective at or prior to Closing.

Purchaser may extend the Inspection Period for up to two (2) additional periods of 30 days each by (i) delivering to Seller and the Title Company written notice of Purchaser's election to extend the Inspection Period then in effect, prior to the expiration of the Inspection Period, and (ii) depositing with Title Company the sum of $10,000.00 ("**Extension Fee**"), within 5 business days after the expiration of the Inspection Period then in effect. The Extension Fee (and interest on such Extension Fee) will constitute additional Earnest Money and will be applied against the Purchase Price at Closing. If the Inspection Period is extended as set forth herein and if Purchaser elects a discretionary termination of the Contract during the Inspection Period as provided in this Section, then the Earnest Money will remain refundable but any Extension Fee will be non-refundable to Purchaser.

Seller will cooperate with Purchaser in executing any applications or other materials prepared by Purchaser for submission to government authorities in connection with Purchaser's development plans.

If Purchaser elects to proceed with Closing, then Purchaser will notify Seller and Title Company in writing (the "**Approval Notice**") prior to the expiration of the Inspection Period. Unless the Approval Notice is previously delivered to Seller, upon the expiration of the Inspection Period Title Company will promptly return the Earnest Money to Purchaser and will disburse any Extension Fee to Seller, and all obligations of the parties under this Contract will terminate, excepting those obligations that expressly survive termination. In addition, if Purchaser notifies Seller during the Inspection Period that it does not intend to proceed with the acquisition of the Property (for any reason or no reason), then Title Company will promptly return the Earnest Money to Purchaser and will disburse any Extension Fee to Seller, and all obligations of the parties under this Contract will terminate, except for those obligations that expressly survive termination.

6. Representations, Warranties and Covenants of Seller. Seller represents and warrants to Purchaser that Seller presently has and will have at Closing record title to the Property, and that, at Closing, such title will be free and clear of all liens, encumbrances, covenants, restrictions, rights-of-way, easements, leases and other matters affecting title, except for the Permitted Exceptions. Seller further represents and warrants to Purchaser that the Property will be transferred to Purchaser free and clear of any management, service or other contractual obligations, other than those disclosed to and approved in writing by Purchaser.

Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

Seller hereby further represents, warrants and covenants to Purchaser as follows:

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(a) No Actions. There are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign. Until the Closing Date or sooner termination of this Contract, Seller will not seek any zoning changes for the Property without the prior approval of Purchaser.

(b) Authority. (i) the execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument or obligation to which Seller is a party or by which any portion of the Property is bound. No consent of any lender or any other party is required for Seller to enter into this Contract; and (ii) as of the Effective Date, the City Council of Seller has adopted an ordinance authorizing Purchaser's acquisition of the Property pursuant to the terms of this Contract (the "**Ordinance**").

(c) Continued Maintenance. From the Effective Date through the Closing Date, Seller will: (i) continue to maintain the Property in its present condition; (ii) not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property, without the prior approval of Purchaser, and (iii) maintain its existing insurance policies for the Property.

(d) Leases. From the Effective Date through the Closing Date, Seller will not enter into any lease, occupancy agreement, license or other agreements or rights with respect to the use or occupancy of any portion of the Property without Purchaser's prior written consent, and no leases affect the Property as of the Effective Date and none will affect the Property at Closing.

(e) No Agreements. From the Effective Date through the Closing Date, Seller will not enter into or amend any oral or written agreements affecting the Property which might become binding on Purchaser or the Property at or after Closing without Purchaser's written consent.

EXHIBIT "A"

(f) Compliance with Laws. The Property complies with all applicable laws and ordinances, and the present maintenance, operation and use of the Property does not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property. There are no unsatisfied requests for repairs, restorations or improvements from any person, entity or authority, including any tenant, lender, insurance carrier or government authority.

(g) Environmental.

(1) "**Environmental Requirements**" means any and all existing or future federal, state, regional, local ordinances, codes, rules, regulations, common law, or other requirements of any governmental entities or legislative authorities relating to the protection of human health or the environment or natural resources or exposure to Hazardous Materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the federal Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 *et seq.*; the federal Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the federal Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*; the federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act, 7 U.S.C. § 136 *et seq.*; the Federal Endangered Species Act, 16 U.S.C. § 1531, *et seq.*; the federal Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Federal Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; and the Occupational Safety and Health Act 29 U.S.C. § 651 *et seq.*; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder, as these laws, rules and regulations were in the past or are currently in effect at the relevant time period. "**Hazardous Materials**" means any hazardous or toxic substance, material, waste, pollutant, or contaminant, whether in solid, semisolid, liquid or gaseous form, including without limitation, asbestos, polychlorinated biphenyls, petroleum, petroleum distillate, petroleum by-products, lead-based paint, mold, mycotoxin, fungus, and any material or substance listed or defined as "hazardous substance," "hazardous waste," "hazardous material," "toxic waste," or "toxic substance" under any Environmental Requirements.

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(2) To the best knowledge of Seller, during the period that Seller has owned the Property, there is not now nor has there been any storage, production, transportation, disposal, recycling, treatment or release of any Hazardous Materials on or in the Property. Seller has complied with all Environmental Requirements. To the best knowledge of Seller, there are no wells, sumps, clarifiers, underground storage tanks, covered surface impoundments, or other sources of Hazardous Materials or contaminants on the Property, or previously located on the Property and subsequently removed.

(3) To the best knowledge of Seller, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Hazardous Materials on or in the Property, including but not limited to any underground storage tank, surface impoundment, lagoon or other containment facility for the storage of Hazardous Materials, or sumps, clarifiers, or on-site wells.

(4) To the best knowledge of Seller, there have been no Hazardous Materials on or in neighboring properties which, through soil or groundwater migration, could have moved to the Property.

(5) The Seller is not the subject of any outstanding order with or from any governmental authority respecting (i) Environmental Requirements, (ii) Remedial Action or (iii) any release or threatened release of a Hazardous Material. "**Remedial Action**" means all actions undertaken pursuant to or in accordance with Environmental Requirements to (w) clean up, remove, remediate, treat or in any other way address any Hazardous Material, (x) prevent the release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (y) perform

pre-remedial studies and investigations or post-remedial monitoring and care and (z) respond to or correct a condition of noncompliance with Environmental Requirements.

(6) Seller has not received any written or oral communication alleging that, with respect to the Property, Seller is in violation of any Environmental Requirement or is otherwise subject to liability under any Environmental Requirement.

(7) Seller has provided to Purchaser all audits, assessments, studies, reports, analyses, results of investigations or other information related to health, safety or the environment with respect to the Property that have been performed during Seller's ownership of the Property, or which relate to periods prior to Seller's ownership of the Property and have been provided to Seller.

(8) Seller will indemnify, defend and hold Purchaser harmless from any claims, damages, and liability of every kind, including all expenses of litigation and attorneys' fees, arising from (i) breach of any Seller representation or warranty; (ii) breach or default under any covenants or agreements set forth in this Contract; or (iii) or incurred under Environmental Requirements to address any release of Hazardous Materials for which Remedial Action is required by Environmental Requirements or any violation of Environmental Requirements.

(h) Condemnation. There is no pending or threatened condemnation or similar proceedings affecting the Property and Seller agrees it will not institute a condemnation or similar proceeding affecting the Property.

(i) Condition of Property. There are no material physical, structural, or mechanical defects in any part of the Property.

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(j) Utilities. The Property is served by water, storm and sanitary sewer, gas, electricity, and telephone supplied directly to the Property by facilities of public utilities. To Seller's actual knowledge, all such utilities are located within the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

(k) Personal Property. There is no material personal property owned by Seller and used or associated with the Land.

(l) Documents. To the best knowledge of Seller, the Documents are true, correct and complete in all material respects (and without limitation, Seller has delivered to Purchaser, true, correct and complete copies of each lease and agreement affecting the property an all other material information respecting the Property within its possession or control).

(m) Untrue Statement. None of the representations, warranties or covenants made by Seller under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.

(n) Service Contracts. (i) True and complete copies of the Service Contracts have been delivered to Purchaser, (ii) the Service Contracts are free from default by either party, and (iii) there will be no contracts for services binding upon Purchaser or the Property following Closing except only the Service Contracts expressly approved and assumed by Purchaser pursuant to this Contract.

All of the representations and warranties contained in this Section are made by Seller both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of 12 months thereafter.

EXHIBIT "A"

7. Closing Conditions: Purchaser's purchase of the Property is subject to satisfaction of the following conditions prior to Closing (collectively, the "**Closing Conditions**"):

(a) Representations and Warranties. All representations and warranties of Seller contained herein will be true, accurate and complete in all material respects at the time of Closing as if made again at such time.

(b) Seller Obligations. Seller will have performed all obligations to be performed by each hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance).

(c) Condition of Property. At Closing, title to the Property will be in the condition required by this Contract and the Title Company will deliver the Title Policy, or Title Company's irrevocable commitment to issue the Title Policy, to Purchaser.

(d) Suits or Proceedings. No action, suit or proceeding will be pending or threatened before any court, administrative agency or arbitrator wherein an unfavorable injunction, order, decree, ruling or charge would: (i) prevent consummation of this Contract; (ii) cause this Contract to be rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own and control the Property.

(e) Ordinance. The Ordinance is effective and the time period set forth in NMSA 1978, Section 3-54-1 without a petition for a referendum election being filed has lapsed, or in the event a petition is properly filed and certified by the municipal clerk, then after the referendum election has occurred and the sale ordinance has been approved thereunder.

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(f) Plat of Subdivision. The Plat of Subdivision is in final recordable form and has been approved by the applicable governmental authorities.

If Purchaser determines, in Purchaser's sole direction, that any of the above Closing Conditions cannot be met to Purchaser's satisfaction prior to Closing (as defined in Section 8), then Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration and the Earnest Money and the Extension Fee(s), if any, will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in Section 5.

Seller will join with Purchaser in executing any applications, plats, or related documents necessary to satisfy the Closing Conditions set forth in this Section, including without limitation, requests for zoning changes or other matters related to Purchaser's use of the Property; provided, however, that Purchaser will pay all fees and expenses incurred by Purchaser in attempting to satisfy said Closing Conditions.

8. Closing. The closing ("**Closing**") will take place at the offices of the Title Company on a date ("**Closing Date**") selected by Purchaser which is on or before the later of (i) ten (10) business days after the date that the Plat of Subdivision is in final recordable form and has been approved by the applicable governmental authorities, written notice of which Purchaser shall deliver to Seller and Title Company, and (ii) the date thirty (30) days after the expiration of the Inspection Period (as the same may be extended); provided, however, and notwithstanding the foregoing to the contrary, the Closing Date: (i) must be at least 45 days after the date of the Ordinance and (ii) must occur only after the expiration of the time period set forth in NMSA 1978, Section 3-54-1 (permitting a petition for referendum on the sale of the Property to be filed with the municipal clerk) without a petition being filed, or in the event a petition is properly filed and certified by the municipal clerk, then after the referendum election has occurred and the sale ordinance

approved thereunder, unless Purchaser terminates this Contract prior to such date in accordance with this Contract. Purchaser will notify Seller at least five (5) business days in advance of the exact Closing Date. If a petition for referendum on the sale of the Property is filed under NMSA 1978, Section 3-54-1, Seller shall immediately provide written notice of the same and a copy of the petition to Purchaser.

9. Seller's Obligations at Closing. At the Closing, Seller will furnish or deliver to Purchaser, at Seller's expense, the following:

(a) Deed. A general warranty deed covering the Property (the "**Deed**"), duly signed and acknowledged by Seller, which Deed will be in form acceptable to Purchaser, and will convey to Purchaser, its designee and/or its assigns good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(b) Title Policy. An ALTA Owner's Policy of Title Insurance (with extended coverage) (the "**Title Policy**") issued by the Title Company, insuring good and marketable fee simple title to the Property in the Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions and the standard printed exceptions, except:

(i) Seller will comply with all Schedule B General Requirements (and equivalents) and such requirements will be removed;

(ii) All general exceptions will be removed;

(iii) The exception relating to standby fees and ad valorem taxes will except only to taxes owing for the current year and subsequent assessments for prior years due to change in Property usage or ownership;

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(iii) There will be no exception for rights of parties in possession or for visible or apparent roadways or easements not shown on the Survey; and

(iv) Purchaser may receive, at its expense, such other endorsements as may be permitted by applicable insurance regulations as Purchaser may desire.

(c) Non-Foreign Affidavit. A non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that Purchaser is not required to withhold any portion of the purchase price for payment to the Internal Revenue Service.

(d) Evidence of Authority. Such documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(e) Assignment of Additional Interests. An assignment of the Additional Interests in a form acceptable to Purchaser, free and clear of all liens, encumbrances, easements and other matters other than the Permitted Exceptions.

(f) Assignment and Assumption Agreement. Assignment and Assumption Agreement covering any of the Permits and any Service Contracts approved by Purchaser in a form acceptable to Purchaser, free and clear of all liens, encumbrances, easements and other matters other than the Permitted Exceptions (the "**Assignment and Assumption Agreement**");

(g) Originals. Originals of all of the Service Contracts;

(h) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

(k) Possession. Possession of the Property shall be delivered at Closing. It shall be Seller's responsibility, at Seller's cost, to vacate all tenants occupying the Property prior to Closing. Seller shall remove any garbage, debris and waste from the Property prior to Closing.

10. Purchaser's Obligations at Closing. At the Closing, Purchaser will deliver to Seller, at Purchaser's expense, the following:

(a) Purchase Price. The Purchase Price.

(b) Evidence of Authority. Such documents as may be reasonably required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Assignment and Assumption Agreement. A counterpart of the Assignment and Assumption Agreement.

(d) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

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11. Costs and Adjustments.

(a) Taxes and Closing Costs. All ad valorem taxes levied or assessed against the Property by applicable taxing authorities will be prorated between Purchaser and Seller on the basis of the latest available tax assessments. The apportionment of taxes will be upon the basis of (i) the tax rate for the current year of Closing (or the preceding year if the current year's statements are not available) applied to the latest assessed valuation, and (ii) if the Land is assessed as a part of a larger tax parcel, then taxes will be prorated based on the Land's percentage of the total land area included in the tax parcel; and adjustments in the prorations will be made if necessary upon receipt of the tax statements for the year of Closing, and both parties agree that payment of the amount of such adjustments will be made within 30 days of receipt of such tax statements for the year of Closing. If the Land is assessed as a part of a larger tax parcel, Seller will pay at Closing, or deposit in escrow with the Title Company, the prorata share of the taxes attributable to that portion of the tax parcel not constituting a part of the Land. Notwithstanding the foregoing, Seller will be responsible for and will indemnify Purchaser against any and all rollback taxes and other taxes assessed from and after Closing which are attributable to the period prior to Closing due to a change in land use, ownership or otherwise. If rollback taxes will be assessed, Seller will pay or escrow with the Title Company an amount determined by the Title Company to be sufficient for payment in full of the rollback taxes assuming a change in use at Closing. Seller and Purchaser will each be responsible for the fees and expenses of their respective attorneys, one-half of the escrow fees charged by Title Company and one-half of the Survey costs. Seller will pay for the costs of (i) the tax certificates, (ii) all documentary and other transfer taxes payable in connection with the recordation of the Deed; (iii) all recording fees; and (iv) the Title Policy. Purchaser will pay the premium for any endorsements Purchaser desires to obtain to the Title Policy. Any other expenses, charges and fees of Closing not otherwise specifically allocated herein or incurred by a specific party, will be borne by the parties in accordance with the general custom and practice in Dona Ana County, New Mexico, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, public utility charges, maintenance and service charges and all other normal operating charges of the Property will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same.

(c) Adjustments. If any adjustments pursuant to this Section 11 are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amounts will be paid within 20 days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of 1 year after the Closing Date, and either party may dispute any such claim.

12. Indemnification.

(a) Seller agrees to indemnify, defend and hold Purchaser harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature, including, but not limited to, court costs and attorneys' fees, arising or attributable to (i) the period prior to the Closing Date and which are in any way related to the ownership, maintenance or operation of the Property, and all expenses related thereto, and (ii) Seller's breach of the representations and warranties set forth in Section 6 of this Contract.

(b) Purchaser agrees to indemnify, defend and hold Seller harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature, including, but not limited to, court costs and attorneys' fees, arising or attributable to the period on or subsequent to the Closing Date and which are in any way related to the ownership, maintenance or operation of the Property, including, but not limited to, court costs and attorneys' fees. The terms set forth in this Section 12(b) shall survive Closing for a period of twelve (12) months.

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13. Destruction/No Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at the Closing: Seller will assign the insurance proceeds to Purchaser. Notwithstanding the foregoing, if such casualty is a "Material Event" (as defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money and Extension Fees will be returned to Purchaser and the parties will have no further liability or obligation hereunder. As used in this Section, a "**Material Event**" means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed $100,000.00; or (b) a casualty which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser's planned use of the Property. Seller agrees it will not institute a condemnation or similar proceeding affecting the Property.

14. Notices. All notices, demands or other communications of any type given by the Seller to the Purchaser, or by the Purchaser to the Seller, whether required by this Contract or in any way related to the transaction contracted for herein, will be void and of no effect unless given in accordance with this Section. All notices will be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, electronic mail with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail will be deemed given upon the date when deposited in a post office or other

depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means will be effective when received by the party to whom the same is addressed, and such notices will be addressed as follows:

Seller: The City of Las Cruces
Attn: Land Management Administrator_____
_____ [NEED STREET ADDRESS FOR NOTICES]
Las Cruces, NM 88044
Telephone: _____
Email: _____

Purchaser: BHD Land Development LLC
Attn: Steve Backman/Tracy Hammer
2425 E. Camelback Rd., Suite 2200
Phoenix, AZ 85016
Telephone: 602.510.8908
Email: sbackman@bhdevco.com; thammer@bhdevco.com

With a copy to: Daspin & Aument, LLP
Attn: Nicole Brown
300 W. Wacker Drive, Suite 2200
Chicago, IL 60606
Telephone: (312) 258-3760
Email: nbrown@daspinaument.com

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15. Remedies. If Seller fails to timely comply with all conditions, covenants and obligations hereunder, or if any of the representations and warranties of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller and Purchaser may (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, the Earnest Money (including any Extension Fees) will be refunded to Purchaser, and Seller will reimburse Purchaser for its reasonable out-of-pocket expenses incurred in connection with this Contract and its due diligence during the Inspection Period, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than Purchaser's indemnity of Seller as provided in Section 5 and/or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including but not limited to enforcing specific performance of this Contract. Notwithstanding anything to the contrary contained herein, an event of default by the Seller will not be deemed to have occurred unless and until Seller has failed to cure within 10 days of receipt of notice from Purchaser of such default.

If Purchaser fails to close the transaction contemplated hereunder, except due to a default by Seller and subject to the termination right set forth in Section 16, such failure will be an event of default by Purchaser ("**Purchaser Default**") and Seller, as its sole and exclusive remedy, may terminate this Contract and receive from the Title Company the Earnest Money (including any Extension Fees) deposited with the Title Company as liquidated damages. Notwithstanding anything to the contrary contained herein, a Purchaser Default will not be deemed to have occurred unless and until Purchaser has failed to cure within 10 days of receipt of written notice from Seller of such default. The Earnest Money is agreed upon by and between the Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and no other damages, rights or remedies will in any case be collectible, enforceable or available to the Seller against Purchaser, and the Seller will accept the Earnest Money as the Seller's total damages and relief, Seller hereby waiving any other rights or remedies

to which it may otherwise be entitled. The foregoing limitations will not apply to Purchaser's indemnities pursuant to Section 5.

16. Referendum Election Contingency**.** Seller and Purchaser acknowledge that if a referendum election is held pursuant to NMSA 1978, Section 3-54-1 and the Ordinance is disapproved under such election, Seller or Purchaser may terminate this Contract at any time after the date of such election, by delivering written notice of such termination to the other party, in which case this Contract shall terminate and be of no further force or effect, the Earnest Money and any Extension Fees will be refunded to Purchaser within five (5) days after delivery of the notice of termination, and the parties shall be forever released and discharged of any obligations under this Contract other than any obligations which expressly survive such termination.

17. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the state where the property is located and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa. The terms "successors and assigns" will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects. Seller has complied or will comply with the requirements of the Las Cruces Municipal Code and New Mexico state statutes in connection with its obligations under this Contract. Any liability of Seller under this Contract is subject to the immunities and limitation of the New Mexico Tort Claims Act.

DRAFT

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. Each party may waive any of the Contract's conditions or obligations of the other party, but any such waiver will be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Attorneys' Fees. If it becomes necessary for either party to file a suit to enforce this Contract or any terms contained herein, the prevailing party may recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

(d) Descriptive Headings. The descriptive headings of the several sections contained in this Contract are inserted for convenience only and will not control or affect the meaning or construction of any of the terms hereof.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

(f) Multiple Originals and Counterparts; Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. This Contract and related documents may be executed by electronic copy, including DocuSign, unless otherwise specifically provided for herein or if an original is required by local custom or law.

(g) Real Estate Commission. Except for KBC Advisors (the "**Broker**") to whom Seller will pay a commission equal to 5% of the Purchase Price (the "**Commission**") pursuant to a separate written agreement, each party represents and warrants to the other that no broker or finder is connected with or has been engaged by it in connection with any of the transactions contemplated by this Contract. Seller will be obligated to pay any and all commissions or fees which may be due Broker in connection with the transactions contemplated herein. In the event of a claim for any other broker's or finder's fee or commissions in connection herewith, each party will indemnify the other against any such claims made based upon any act, statement, or agreement alleged to have been made by the indemnifying party.

(h) Confidentiality. Seller will not, without the prior written consent of Purchaser, make any public announcement about the purchase and sale transaction contemplated hereby or of any of the terms or conditions hereof, including without limitation, the Purchase Price, or the results of any inspection, test, survey, or study conducted by Purchaser pursuant to this Contract. Seller will not transmit any of the information contained in this Contract or any document obtained by Seller or Purchaser in connection with this Contract to any third party except Seller's counsel, consultants, lenders, and other advisors engaged to help Seller in connection with the sale of the Property pursuant to this Contract (collectively, the "**Permitted Parties**"), on a need-to-know basis, provided such Permitted Parties are advised of the confidentiality and nondisclosure obligations of Seller and agree to be bound thereby. Seller agrees to indemnify and hold Purchaser harmless from and against any loss, injury, damage, claim, lien, cost or expenses, including attorneys' fees, arising from a breach of the foregoing confidentiality agreement. The covenants set forth in this Section will survive the termination of this Contract or Closing.

(i) Exclusivity. Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not negotiate, or enter into, any agreement pertaining to the sale, exchange, lease or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns.

DRAFT

(j) Assignment. Purchaser may, at its option and at any time during this Contract, assign this Contract without the consent of Seller.

(k) Effective Date. All references in this Contract to the "**Effective Date**" will mean the later of the dates upon which Seller and Purchaser execute this Contract as set forth on the signature page below.

(l) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

(m) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns.

(n) Waiver of Consequential Damages. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business, except that this sentence will not apply to Seller's breach of its confidentiality obligations under this Contract.

(o) Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF SELLER AND PURCHASER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SELLER AND PURCHASER ARISING OUT OF THIS

CONTRACT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

(p) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Contract. Seller will maintain true, accurate and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser. Purchaser and its designated representative may inspect Seller's books and records to verify such payments and for compliance with this Section.

[Signature Page to Follow]

DRAFT

EXHIBIT "A"

EXECUTED to be effective as of the Effective Date.

SELLER:

THE CITY OF LAS CRUCES,
a New Mexico municipal corporation

By: _____
Name: _____
Title: _____
Date Signed: _____

PURCHASER:

BHD LAND DEVELOPMENT LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

DRAFT

RECEIPT OF ONE (1) EXECUTED COUNTERPART OF THIS CONTRACT IS HEREBY ACKNOWLEDGED:

TITLE COMPANY:

Chicago Title Insurance Company

By: _____
Name: _____
Its: _____
Effective Date: _____

EXHIBIT “A”

EXHIBIT “A”

LEGAL DESCRIPTION

DRAFT

This report is made following my on-site inspection, and an investigation into recent pertinent market information, primarily sales data of properties exhibiting legal, physical, locational, and economical characteristics judged to be similar to the subject.

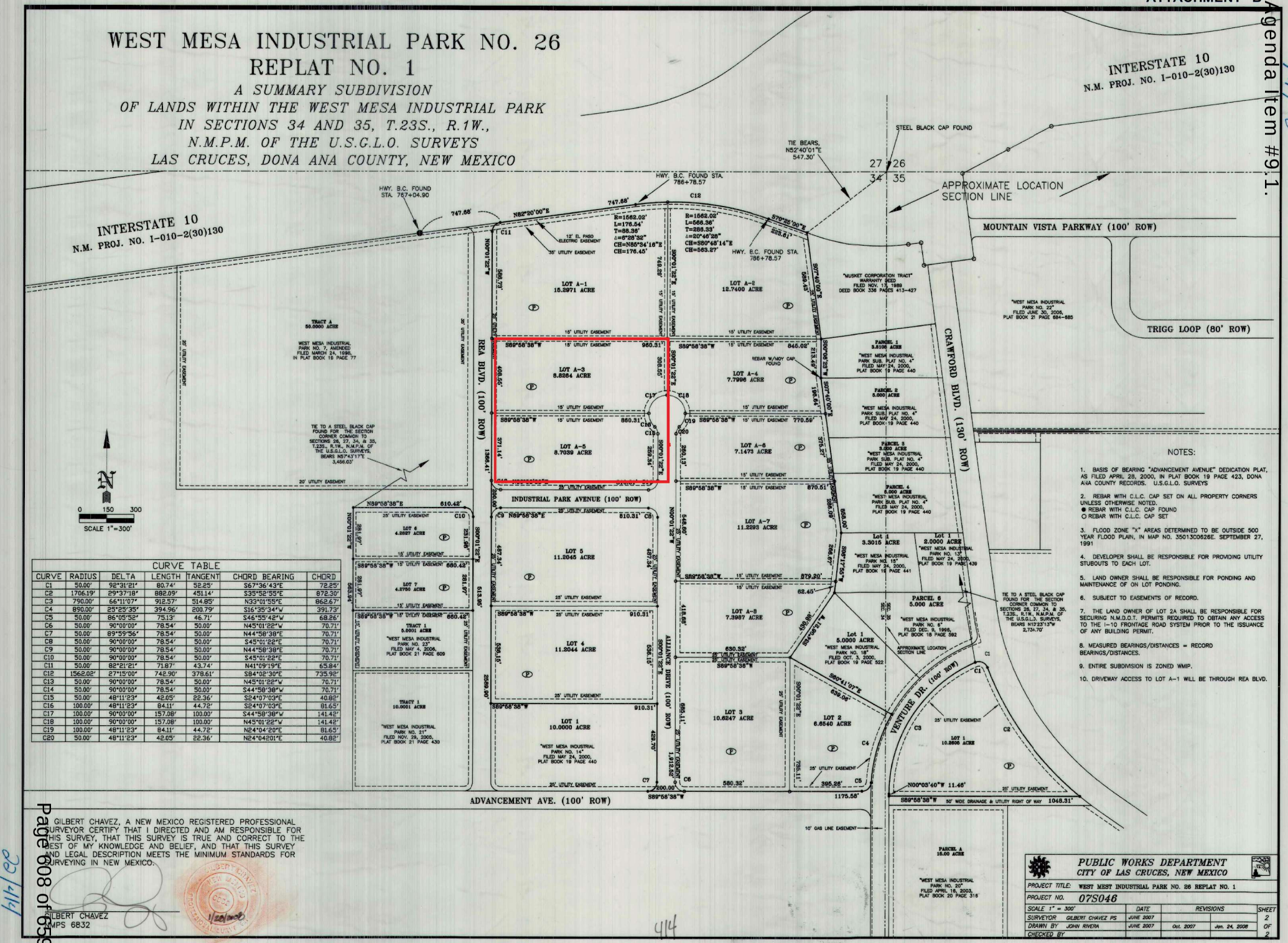
"As Is" Market Value

After considering the merits of the data and information contained within our files, and the application of conventional appraisal approaches, I estimate the "as is" individual Market Value for each of the 27 subject parcels, as of March 28, 2023, to be as presented in the following table:

City Property No.	Map Code	Street Location	Size (Ac.)	Value Indication per Acre	Final Value Estimate (R)
I-1	3002138374410	S. Crawford Blvd.	88.18	$9,360	$825,365
I-2*	3002138187440	S. Crawford Blvd.	82.75*	$10,400	$860,600
I-3	3002138489311	S. Crawford Blvd. & Venture Dr.	10.26	$35,000	$359,100
I-4	3003138134441	Advancement Ave.	112.20	$9,880	$1,108,500
I-5	3003138403248	Robert Larson Blvd., Rea Blvd. & Advancement Ave.	104.06	$10,036	$1,044,350
1-6	3003138260224	Rea Blvd.	4.28	$38,500	$164,800
I-7	3003138171263	Rea Blvd. & Alliance Dr.	11.20	$35,000	$392,000
I-8	3003138175211	Industrial Park Ave., Rea Dr. & Alliance Dr.	11.20	$35,000	$392,000
I-9	3003138173153	Industrial Park Ave., Rea Dr. & Alliance Dr.	7.80	$35,000	$273,000
I-10	3003138168110	Rea Dr. & Alliance Dr.	8.82	$35,000	$308,700
I-11	3003138167061	Robert Larson Blvd. & Rea Blvd.	15.30	$36,225	$554,250
I-12	3003138075151	Alliance Dr.	7.14	$35,000	$249,900
I-13	3003138077110	Alliance Dr.	7.80	$35,000	$273,000
I-15	3003137293442	North Frontage Rd.	66.29	$11,440	$758,360
I-16	3003137408396	Armory Rd.	5.05	$35,000	$176,750
1-17	3003137162287	Easement off of N. Crawford Blvd.	90	$9,360	$842,400
I-18	3002137426366	N. Frontage Rd. Harry Burrel Blvd. & Rocket Dr.	28.86	$12,480	$360,175
I-19	3002137442277	Harry Burrel Blvd. & Rocket Dr.	3.36	$35,000	$117,600
I-20	3002137450234	Harry Burrel Blvd.	3.16	$35,000	$110,600
I-21	3002137418212	Harry Burrel Blvd.	3.00	$35,000	$105,000

WEST MESA INDUSTRIAL PARK NO. 26
REPLAT NO. 1

A SUMMARY SUBDIVISION
OF LANDS WITHIN THE WEST MESA INDUSTRIAL PARK
IN SECTIONS 34 AND 35, T.23S., R.1W.,
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
LAS CRUCES, DONA ANA COUNTY, NEW MEXICO



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	50.00'	92°31'21"	80.74'	52.25'	S67°36'43"E	72.25'
C2	1706.19'	29°37'18"	882.09'	451.14'	S35°52'55"E	872.30'
C3	790.00'	66°11'07"	912.57'	514.85'	N33°01'55"E	862.67'
C4	890.00'	25°25'35"	394.96'	200.79'	S16°35'34"W	391.73'
C5	50.00'	86°05'52"	75.13'	46.71'	S46°55'42"W	68.26'
C6	50.00'	90°00'00"	78.54'	50.00'	N45°01'22"W	70.71'
C7	50.00'	89°59'56"	78.54'	50.00'	N44°58'38"E	70.71'
C8	50.00'	90°00'00"	78.54'	50.00'	S45°01'22"E	70.71'
C9	50.00'	90°00'00"	78.54'	50.00'	N44°58'38"E	70.71'
C10	50.00'	90°00'00"	78.54'	50.00'	S45°01'22"E	70.71'
C11	50.00'	82°21'21"	71.87'	43.74'	N41°09'19"E	65.84'
C12	1562.02'	27°15'00"	742.90'	378.61'	S84°02'30"E	735.92'
C13	50.00'	90°00'00"	78.54'	50.00'	N45°01'22"W	70.71'
C14	50.00'	90°00'00"	78.54'	50.00'	S44°58'38"W	70.71'
C15	50.00'	48°11'23"	42.05'	22.36'	S24°07'03"E	40.82'
C16	100.00'	48°11'23"	84.11'	44.72'	S24°07'03"E	81.65'
C17	100.00'	90°00'00"	157.08'	100.00'	S44°58'38"W	141.42'
C18	100.00'	90°00'00"	157.08'	100.00'	N45°01'22"W	141.42'
C19	100.00'	48°11'23"	84.11'	44.72'	N24°04'20"E	81.65'
C20	50.00'	48°11'23"	42.05'	22.36'	N24°04201"E	40.82'

NOTES:

1. BASIS OF BEARING "ADVANCEMENT AVENUE" DEDICATION PLAT, AS FILED APRIL 28, 2000, IN PLAT BOOK 19 PAGE 423, DONA ANA COUNTY RECORDS. U.S.G.L.O. SURVEYS
2. REBAR WITH C.L.C. CAP SET ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
   ● REBAR WITH C.L.C. CAP FOUND
   ○ REBAR WITH C.L.C. CAP SET
3. FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN, IN MAP NO. 35013C0626E. SEPTEMBER 27, 1991
4. DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING UTILITY STUBOUTS TO EACH LOT.
5. LAND OWNER SHALL BE RESPONSIBLE FOR PONDING AND MAINTENANCE OF ON LOT PONDING.
6. SUBJECT TO EASEMENTS OF RECORD.
7. THE LAND OWNER OF LOT 2A SHALL BE RESPONSIBLE FOR SECURING N.M.D.O.T. PERMITS REQUIRED TO OBTAIN ANY ACCESS TO THE I-10 FRONTAGE ROAD SYSTEM PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
8. MEASURED BEARINGS/DISTANCES = RECORD BEARINGS/DISTANCES.
9. ENTIRE SUBDIVISION IS ZONED WMIP.
10. DRIVEWAY ACCESS TO LOT A-1 WILL BE THROUGH REA BLVD.

I GILBERT CHAVEZ, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

GILBERT CHAVEZ
NMPS 6832

1/28/2008

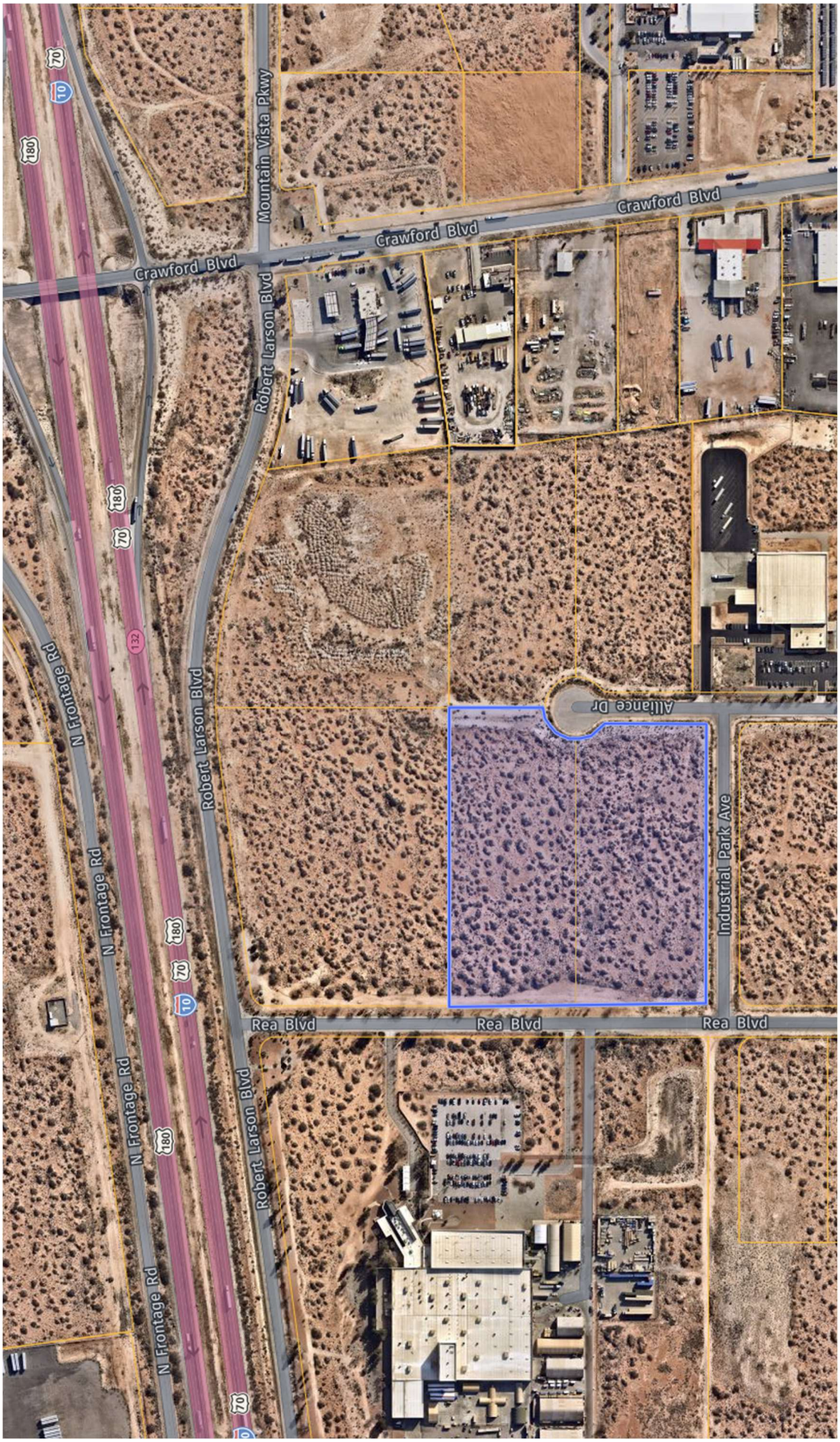
PUBLIC WORKS DEPARTMENT
CITY OF LAS CRUCES, NEW MEXICO

PROJECT TITLE:	WEST MEST INDUSTRIAL PARK NO. 26 REPLAT NO. 1			
PROJECT NO.	07S046			
SCALE 1" = 300'	DATE	REVISIONS		SHEET
SURVEYOR GILBERT CHAVEZ PS	JUNE 2007			2
DRAWN BY JOHN RIVERA	JUNE 2007	Oct. 2007	Jan. 24, 2008	OF
CHECKED BY				2

414

T23S R1W SEC 34 & 35

ATTACHMENT "C"



City of Las Cruces

City Council Action and Executive Summary

3037; Council Bill 23-031

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

District:	☐ **1** ☐ **2** ☐ **3** ☐ **4** ☐ **5** ☐ **6** ☒ **N/A**		
1st Reading:	May 15, 2023	**Adopted:**	June 5, 2023
Drafter:	David Weir	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title: **AN ORDINANCE AMENDING SECTION 38-53. CONDITIONAL USES AND SECTION 38-54. SPECIAL USE PERMITS OF THE LAS CRUCES MUNICIPAL CODE (LCMC) FOR THE PURPOSE OF ELIMINATING THE 300-FOOT BUFFER BETWEEN CANNABIS RETAILERS/ MICROBUSINESSES AND OTHER CANNABIS RETAILERS/MICROBUSINESSES AND ELIMINATING THE 300-FOOT BUFFER BETWEEN CANNABIS RETAILERS/ MICROBUSINESSES AND SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS. SUBMITTED BY THE CITY OF LAS CRUCES.**

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

PURPOSE(S) OF ACTION:

Code Amendment.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The state of New Mexico legalized cannabis for adult recreational use with the passage of House Bill 2, which includes the Cannabis Regulation Act (CRA), in April of 2021. The City then adopted modifications to Chapter 38, Zoning, of the Las Cruces Municipal Code (LCMC) on September 7, 2021, via Ordinance 2986, to incorporate regulations related to cannabis-related uses.

The Ordinance included several new definitions including *Cannabis Industry, Cannabis Research Laboratory, Cannabis Retailer, Community Garden, Horticulture,* and *Cannabis Microbusiness. Cannabis Retailer* and C*annabis Microbusiness* were added to commercial zones (C-1, C-2, C-3) with conditions, *Cannabis Industry* (production and manufacturing uses) was added to industrial zones (M-1/M-2, M-3) with conditions, *Cannabis Research Laboratory* was added to industrial zones with conditions (MT, M-1/M22, M-3), and residential *Cannabis Microbusiness* was added as allowed with a Special Use Permit (SUP) in the single-family agricultural zones (EE, REM), similar to existing allowances for small breweries and wineries.

The conditions or special provisions associated with those uses listed above include:

- all uses must be 300 feet from a school or daycare, the greatest allowance permitted by the state (commercial trade schools and schools serving adult populations are exempt);
- retail uses and commercial microbusinesses must be 300 feet from single-family zones and no closer than 300 feet from one another unless a special use permit is obtained;
- no on-site consumption can occur in the C-1 district; and
- in addition to a special use permit for the residential cannabis microbusiness in the EE and REM zones, the business must be ancillary to a single-family residence, must be fully enclosed in an accessory

structure, must be 100 feet away from adjacent residences, and must only sell products produced on site.

Over the course of the past year, several cannabis-related businesses have established themselves within the City. For a detailed list of permitted businesses and those that have applied, see Attachment "A". Staff from Economic Development, Community Development, and the Fire Department have worked closely with this emerging industry by providing guidance for permitting, licensing, building code, fire code, zoning code, and other small business assistance. One of the most frequent complaints from prospective businesses is that it is challenging to find a suitable location based on the established distancing requirements, especially the 300-foot distance from a single-family residential zoning district. Many of the available commercial zones are directly adjacent to single-family residential zoning districts.

A Special Use is a use that is not permitted by right in a zoning district. A Special Use requires review and approval by the Planning and Zoning Commission to determine impacts on the surrounding area. If the impacts are deemed de minimis or conditions can be applied to reduce said impacts, a SUP can be approved. Fifteen (15) SUPs to operate businesses within these buffers have been submitted to the City. All SUPs heard before the Planning and Zoning Commission were approved based on lack of increased impacts. Two of these were appealed to City Council: one of which was upheld, and the other remains in process. There are several more under review and forthcoming to the P&Z.

The recurring requests for SUPs within the 300-foot buffer indicate that the single-family distancing provision may be overly burdensome. Staff analyzed the number of commercial properties that fall within the 300-foot single-family zoning buffer and determined that 1,081 commercially zoned parcels are potentially burdened by this requirement. There is little evidence that these restrictions are necessarily based on the impacts from these businesses, no other like uses such as pharmacies, bars /taverns, or specialty retail have similar restrictions, nor has Code Enforcement received complaints specific to undue impacts created by these businesses These uses appear to be no more intense than that of any other retail establishment within the City.

While fewer concerns related to the 300-foot buffer between businesses have been expressed, this regulation is also unique to cannabis compared to like uses as mentioned above. The City does not restrict other commercial uses based upon distance from one another. Staff has not observed a concentration of cannabis businesses in one area of town and is confident that the market will dictate the carrying capacity of said businesses within the community.

The proposed amendments can be found in Exhibit "A" and include:

- Sec. 38-53 Conditional Uses; and
- Sec. 38-54 Special Use Permits.

On April 25, 2023, the P&Z, per Section 38-10 B.2.b. of the 2001 Zoning Code, as amended, recommended approval of the proposed code amendment request by a vote of 5-0-2 based upon the following findings:

- The State of New Mexico Cannabis Regulation Act legalizes recreational cannabis, timelines for the production, manufacturing, sale, and use of cannabis, and permits local jurisdictions to regulate the time, use and manner of cannabis uses.
- Based upon staff's analysis of the proposed zoning code amendments, the amendments meet the intent of Elevate Las Cruces Comprehensive Plan; are akin to existing uses and anticipated impacts currently in the zoning code; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and meets the purpose of the Las Cruces Municipal Code Section 2-382.
- The land use impacts of cannabis retail businesses as compared to other types of retail businesses are de minimis.
- Several commercial corridors within the City abut single-family residential zones, unduly restricting the location of cannabis retailers.

The case was publicly noticed in accordance with the City's notification provisions and 1 members of the public spoke in opposition of the amendments during the P&Z hearing. Please refer to Attachment "B" for a copy of the P&Z staff report and Attachment "C" for detailed minutes of the discussion.

Upon recommendation by the P&Z, the City Council is required to review and take final action on Zoning Code Amendments per Section 38-10 B.2. b. and 38-13 A. of the LCMC. The City Council will consider the recommendation of the P&Z and will decide whether the requested zoning code amendments are appropriate. If deemed suitable based upon the evidence presented, the City Council will make a final determination on the request. The City Council may modify the recommendation or reject the recommendation. Any modifications to the ordinance as written must be specifically articulated during the motion.

SUPPORT INFORMATION:

Exhibit "A", LCMC Amendments
Attachment "A", Cannabis Business Registrations dated 3-27-2023
Attachment "B", P&Z Staff Report
Attachment "C", P&Z Draft Minutes

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 to amend sections 38-53 and 38-54 of the LCMC. The LCMC will be modified to reflect these changes.
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by the P&Z. The current LCMC will remain unchanged.
3. Vote to "Amend"; this allows the City Council to modify the Ordinance as deemed appropriate.
4. Vote to "Table"; this allows the City Council to table/postpone the Ordinance and direct staff accordingly.

ORDINANCE 3037; COUNCIL BILL 23-031

AN ORDINANCE AMENDING SECTION 38-53. CONDITIONAL USES AND SECTION 38-54. SPECIAL USE PERMITS OF THE LAS CRUCES MUNICIPAL CODE (LCMC) FOR THE PURPOSE OF ELIMINATING THE 300-FOOT BUFFER BETWEEN CANNABIS RETAILERS/ MICROBUSINESSES AND OTHER CANNABIS RETAILERS/MICROBUSINESSES AND ELIMINATING THE 300-FOOT BUFFER BETWEEN CANNABIS RETAILERS/ MICROBUSINESSES AND SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS. SUBMITTED BY THE CITY OF LAS CRUCES.

The City Council is informed that:

WHEREAS, the New Mexico Legislature adopted House Bill 2 which legalized recreational cannabis for adult use and created the Cannabis Regulation Act (CRA); and

WHEREAS, Section 12 of the CRA provides local jurisdictions the ability to "adopt time, place, and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses"; and

WHEREAS, the City of Las Cruces adopted zoning regulations related to cannabis uses on September 7, 2021 via Ordinance 2986; and

WHEREAS, *Cannabis Retail* and *Cannabis Microbusiness* uses are similar in land use impact to other retail uses; and

WHEREAS, similar uses do not share the same conditions requiring buffers between other retailers or from single-family residential zoning districts; and

WHEREAS, a large portion of the City of Las Cruces' commercially zoned properties cannot meet the 300-foot buffer from single-family residential zoning districts; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on April 25, 2023, recommended approval of the proposed code amendment by a vote of 5-0-2 based on the following findings:

- The State of New Mexico Cannabis Regulation Act legalizes recreational cannabis, timelines for the production, manufacturing, sale, and use of cannabis, and permits local jurisdictions to regulate the time, use and manner of cannabis uses.
- Based upon staff's analysis of the proposed zoning code amendments, the amendments meet the intent of Elevate Las Cruces Comprehensive Plan; are akin to existing uses and anticipated impacts currently in the zoning code; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and meets the purpose of the Las Cruces Municipal Code Section 2-382.
- The land use impacts of cannabis retail businesses as compared to other types of retail businesses are de minimis.
- Several commercial corridors within the City abut single family residential zones, unduly restricting the location of cannabis retailers.

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

(I)

THAT Chapter 38, Sections 38-53 and 38-54 of the Las Cruces Municipal Code be repealed and replaced based on the findings listed above and as reflected in Exhibit “A”, attached hereto and made part of this Ordinance.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Sec. 38-53. Conditional Uses

The following land uses are permitted in the zoning districts listed by complying with the specific conditions described. Other conditions and requirements, e.g., parking, walls and fences, that apply to all land uses are found in other sections of this Code. There also may be requirements in the Municipal Code with which specific land uses must comply.

Sec. 38-33H Above Ground Storage Tanks for Flammable and Combustible Liquids and Liquid Petroleum (LP) Gas (All zoning districts). Tanks shall be permitted only when meeting Uniform Fire Code requirements as adopted by the City of Las Cruces, when receiving approval from the Las Cruces Fire Department, or when receiving approval from the State of New Mexico LP Gas Bureau. This provision also applies to Contractor's Yard installations.

Sec. 38-33A Accessory Dwelling Unit (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, and R-1bM). (See Guest Dwelling in this section.) This use is intended to allow flexibility in existing and proposed housing designs in order to better accommodate family living arrangements which often result due to growing economic and social demands and/or impacts. Accessory dwelling unit means a self- contained living quarter containing independent kitchen (cooking/culinary) facilities attached to and under the same roof as the main dwelling, created by:

1. The conversion of an existing single-family dwelling, or
2. The addition to an existing single-family dwelling, or
3. The incorporation of applicable areas into a new single-family dwelling design which is subsequently constructed.

This use shall be permitted provided:

a) Owner of record shall reside in either the main or accessory dwelling unit for a minimum of six (6) months of each calendar year. Instances where non-residency occurs in excess of six months due to a legitimate illness or accident requiring hospitalization or special care shall be exempt from this provision; and

b) No more than one accessory dwelling unit shall exist per single-family dwelling/lot; and

c) Accessory dwelling units shall be created solely to accommodate those related to the family. Actual occupancy is subject to Item a) above; and

d) A maximum permitted increase to the size of an existing dwelling for purposes of an accessory unit shall be 30% of the heated/cooled floor area. No more than 30% of the heated/cooled floor area for new construction may be allocated for the accessory dwelling unit; and

e) Exclusive of the applicant's proposal, no more than 10% of single-family dwellings, in zoning districts that permit single-family dwellings, within a 500 foot radius of the applicant's property (measurement shall be from property line to property line exclusive of rights-of-way) shall have accessory dwelling units. If there are no appropriately zoned properties within the radius measured, the proposal shall be considered as meeting the 10% requirement; and

f) The lot/parcel proposed for such use shall meet the minimum area requirements of the zoning district; and

g) Every effort shall be made to avoid additional entrances or other visible changes on the facade of the house facing the street. Modifications or initial designs shall to the extent possible, conform to the overall design of the house. Exterior materials used for the accessory unit shall, to the extent possible, be of a compatible color, texture, and type; and

h) Accessory dwelling units shall retain direct internal access to the main dwelling in a manner that will allow easy reconversion back as part of the single-family unit (single kitchen). Accessory dwelling units created through an addition or designated as such in new construction, shall be connected to the main dwelling by a common wall(s). A minimum of four (4) feet, including a doorway at least three (3) feet wide, of the accessory unit’s common wall(s) length shall be used in the connection. Direct internal access to the accessory living areas shall exist through functional/integral living areas such as a living room, family room, main hallway, etc. Ancillary hallways, garages, laundry rooms, or similar areas shall not serve as the sole connecting facility; and

i) Landscaping shall be used, to the extent possible, to minimize the impact to adjacent properties; and

j) Accessory dwelling unit shall conform to Section 38-53, Off-Street Parking requirements; and

k) The accessory dwelling unit use shall be discontinued on the grounds of non-compliance with any applicable conditions, codes, or ordinances and thereby, require reconversion back as a single-family dwelling. A change in ownership of property where an accessory dwelling unit exists for a person(s) who is/are no longer a family member of the accessory dwelling unit occupant or a change in the intended accessory dwelling unit occupancy status shall cause said use to immediately become void. In such instances, it shall be the responsibility of the new/present owner to either apply for continued accessory unit use or reconvert the structure back to a single-family unit as required pursuant to all applicable regulations.

Sec. 38-33A Apartment (R-4). The residential uses identified may be used; however, in their use the minimum density threshold shall be met.

Sec. 38-33F Bank, Bonding & Financial Institution/Facility (Drive Thru including ATM & other electronic banking drive thru) (O-2, C-2, and C-3). Stacking lanes shall be provided and designed to insure that no bank or ATM traffic backs into the street giving access to the bank. Banks or ATMs shall have access to a major local or higher designated roadway. For stacking lane requirements, see Section 38-58.

Sec. 38-33A Bed and Breakfast (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, R-3, R-4, O-1, O-2, C-1 and C-2). This land use shall have direct access to at least a major local-designated roadway. In the EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, R-3, O-1 and C-1 zoning districts, the number of rooms is limited to eight (8). In the R-4, O-2 and C-2 zoning districts, the number of rooms is limited to fifteen (15). In application of Matrix 1, overall design of buildings and/or site design shall be consistent with the residential neighborhood, architecturally compatible with existing buildings or be architecturally compatible with building types normally found in the zoning district in which it is located. All parking shall be screened from view along any street.

Sec. 38-33G Cannabis Retailer (C-1, C-2, C-3). Cannabis establishments shall comply with all State of New Mexico regulatory and licensing requirements. Cannabis retailers shall be located 300 feet from a school or daycare, excepting commercial schools and schools of higher learning serving those 18 years and older. ~~Further, no cannabis retailer in C-1, C-2 or C-3 zoning districts shall be located closer than 300 feet to a single-family residential zone and shall not be closer than 300 feet to another cannabis retailer unless a special use permit is obtained per Sec. 33-54.~~ On-site consumption of cannabis is limited to indoors and is entirely prohibited in the C-1 zoning district.

Sec. 38-33G Cannabis Retailer (M-1/M-2). Cannabis establishments shall comply with all State of New Mexico regulatory and licensing requirements. A cannabis retailer in the M-1/M-2 zoning district is only permissible as accessory to a cannabis industry and is limited to 5,000 square feet of retail sales space or retail sales space limited to 49% of the total building square footage, whichever is less. On-site consumption of cannabis is limited to indoors.

Sec. 38-33D Cemetery/Columbarium (R-2, R-3, R-4). Any cemetery site shall contain at least five (5) acres and shall be located on a major local or higher designated roadway. A Columbarium shall be located on a major local or higher designated roadway with the lot size meeting the zoning district minimum lot size.

Sec. 38-33D Child Care or Preschool (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, MT, M1/M2 and M-3). Child Care Center, Group Child Care Home, Family Child Care Home, preschool, nursery school, day nursery, kindergarten and similar uses shall be in accord with State licensing requirements. Care of thirteen (13) or more children at one time is prohibited in the residential zoning districts listed. When provided in industrial zoning districts, Child Care Center shall be accessory to industrial uses and shall be within buildings of one of the industrial uses served. See Section 38-52, Home Occupation Business Registration, for babysitting

service/child care when twelve (12) or fewer children are cared for.

Sec. 38-33D Community Buildings - Uses: Public or Private (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, R-3, and OS-R). These uses shall be located on a collector or higher designated roadway. Structures or parking located within twenty-five (25) feet of a residential zoning district shall provide an opaque buffer consisting of landscape and walls or fences. Dumpsters or other garbage collection facilities shall not be located within twenty-five (25) feet of property used for residential purposes.

Sec. 38-33I Construction Yard or Building(s) (Temporary) (All zoning districts). Such yard or building(s), including a mobile home or recreational vehicle for a temporary residence or construction office, or any other facilities or arrangement approved by the Community Development Director or designee shall be removed upon completion of construction and in compliance with the Chapter 30 of the Municipal Code. Construction yards and buildings or any other facilities shall be maintained in a neat and orderly fashion. Open yards shall be enclosed by a fence at least five (5) feet in height.

Sec. 38-33A Guest Dwelling (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, and R-1bM). (See Accessory Dwelling Unit in this section.) No more than one guest dwelling shall be permitted per lot with a single-family dwelling. A guest dwelling may be attached to or detached from a single-family unit. The guest dwelling shall be no more than fifty percent (50%) of the main dwelling's heated/cooled square footage and shall not contain a kitchen. A guest dwelling that is not part of the main dwelling is considered an accessory building and shall meet the requirements for accessory buildings, including setback and size restrictions. A guest dwelling is to be used for temporary occupancy only and is not to be rented or leased. Properties using a septic tank may not have a separate septic tank for a guest dwelling.

Sec. 38-33H Parking Facilities, Commercial (Garages & Parking Lots) (R-4). Parking lots must be within five hundred (500) feet of any office, commercial, or industrial use or zoning district. The parking area shall be suitably landscaped, paved and drained, lighted, and maintained free of debris. (See Section 38-58)

Sec. 38-33E Park, Public and Private (All zoning districts).

- Neighborhood Parks: Generally, these parks will be up to ten (10) acres in size. Commercial amusements, circuses, carnivals, craft fairs, etc., shall be prohibited. Only recreational activities and neighborhood affairs, such as, concerts, may be permitted.

- Community Parks: Generally, these parks will be up to 100 acres, but not less than 10 acres in size, and should be located on a minor arterial or higher designated roadway. Recreational activities, concerts, craft fairs may be permitted.

- Regional Parks: Generally, these parks will be more than 100 acres in size and should be located on a major arterial. All types of recreational activities and high intensity uses (carnivals and circuses) amusements, concerts, and craft fairs may be permitted.

All uses proposed to be located in City parks shall comply with Chapter 20 of the Municipal Code.

Sec. 38-33G Private Club or Lodge (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, R-3, R-4, and OS-R). A private club or lodge shall be located on a major local or higher designated street. Structures or parking located within twenty-five (25) feet of a residential zoning district shall provide an opaque buffer consisting of landscaping and walls or fences. Dumpsters or other garbage collection facilities shall not be located within twenty-five (25) feet of property used for residential purposes.

Sec. 38-33J Public/Private Utility Installations, e.g., substations, waterwells, transformers, regulators, lift stations, telecommunication site (All zoning districts). The site shall be developed and maintained in conformance with the general character and appearance of the district, and such development shall include landscaping and suitable opaque screening in the form of a solid wall, fence or compact shrubbery around the entire perimeter of the lot or tract, or around the installation itself in cases such as transformers. A wall or fence may be up to ten (10) feet high.

Sec. 38-33D Religious Institutions (Over Ten (10) Persons)/Columbarium (All zoning districts except Industrial). Religious institutions, with or without a columbarium, shall be located on a major local or higher designated roadway. Structures or parking located within twenty-five (25) feet of a residential zoning district shall provide an opaque buffer consisting of landscape and walls or fences. Dumpsters or other garbage collection facilities shall not be located within twenty-five (25) feet of property used for residential purposes.

Sec. 38-33D Schools (K-12) Public, Private, Parochial/College or University/ Commercial, Trade or Technical (For zoning districts, see page Section 38-33D). Elementary, Middle or High Schools shall be located on a collector or higher designated roadway. Commercial, Trade or Technical Schools, College or University shall be located on a minor arterial or higher designated roadway. All sites shall have a minimum of one (1) acre. Structures or parking located within twenty-five (25) feet of a residential zoning district shall provide an opaque buffer consisting of landscape and walls or fences. Dumpsters or other garbage collection facilities shall not be located within twenty-five (25) feet of property used for residential purposes.

Sec. 38-33E Swimming Pool, Commercial or Public (All zoning districts except O-1, C-1 and M-3). A protective fence or wall no less than six (6) feet in height, measured from the highest abutting property, shall be provided which completely encloses the pool area, and the pool shall be no closer than twenty-five (25) feet from any property line. Approval from the electric utility is required to ensure safety. (See Section 38-60)

Sec. 38-54. Special Use Permits

A GENERAL PROVISIONS AND PROCEDURES. A Special Use is a use that is not permitted by right in a zoning district. A Special Use requires review and approval by the Planning and Zoning Commission to determine impacts on the surrounding area. The procedures for such approval are as follows:

1. PRE-APPLICATION PROCEDURES. Any proposed Special Use Permit shall first be reviewed at a pre-application meeting scheduled and held by the Community Development staff. The pre-application process shall be subject to the provisions provided for in Section 38-10 C. This meeting does not require a written application or fee. The results of this meeting shall not obligate the Planning and Zoning Commission or City Council.

2. APPLICATION PROCEDURES. An official application, including the Development Statement, for a Special Use Permit shall be obtained from the Community Development Department. Application requirements shall include, but not be limited to:

   a. A letter of intent stating the following:

      1) A statement of the purpose and use of the property,
      2) All property improvements to be made, and
      3) A development schedule indicating the approximate dates at which construction or phases of construction will begin and end.

   b. An accurate and complete boundary survey shall be made of the land to be developed. Property lines shall be shown giving the bearings in degrees, minutes and seconds. Distances shall be shown in feet and hundredths. Curved boundaries or lines on the survey shall provide sufficient data to enable the re-establishment of curves on the property. The location and description of all monuments set or found shall be included where applicable. If only part of the property is to be used for the Special Use, the limits or boundary of the Special Use shall be described in addition to the entire property.

   c. Site Plans. The site plans shall be at a scale that adequately represents the information as determined by the Community Development Director or designee. The plans shall be prepared on sheets of paper that are at least 8 1/2" x 11" in size. Copies provided shall be legible and of a good quality, with no limit to the number of sheets used. The plans shall indicate the following:

      1) Title of site plan.
      2) Total acreage of site.
      3) Date of preparation, north arrow, written and graphic scale.
      4) Identification of site by lot, block, subdivision, if applicable.
      5) A statement of ownership, signed by the property owner, that

complies with Section 38-10.C.8).

6) Name and address of property owner.
7) Name and address of applicant, if applicable.
8) Name and address of consulting firm or representative, if applicable.
9) Location and type of all land uses.
10) All site improvements with all setbacks indicated.
11) Dimensions of all buildings.
12) Existing and proposed vehicular circulation systems, including parking areas, storage areas, service areas, loading areas, and major points of access, including street pavement width and right-of-way.
13) A landscaping plan, to include the location, size, common name, and biological name of all landscaping materials.
14) Where applicable, pedestrian and bicycle circulation system, and its relation to surrounding circulation.
15) Where applicable, location and arrangement of all open space, common recreational space, and private open space.

d. Architectural renderings or artistic drawings. The drawings shall be prepared on sheets of paper that are at least 8 1/2" x 11" in size. Copies provided shall be legible and of a good quality, with no limit to the number of sheets used. The drawings shall illustrate the following:

1) All new development illustrating all exterior building materials and colors.
2) All new development illustrating relationships to neighboring uses, including site lighting.
3) Sign location, materials, color, size, shape, and lighting.

A drainage facilities plan, environmental impact statement and/or other items not listed above may be required by the Community Development Director or designee, or the Planning and Zoning Commission.

Application materials which are illegible and/or otherwise of a low quality will not be accepted.

A portion of the submittal requirements may not be required in all cases. Upon receipt of a written request justifying the deletion of required information, the Community Development Director or designee may waive any submittal requirement. The Planning and Zoning Commission may require additional items and resulting information in addition to the submittal requirements as per this section. Additional items and/or information requested by staff may include, but not be limited to, the need for early notification to a neighborhood group(s) and/or defined noticed area. Additional requests shall be justified in writing. The City Council may require additional information before acting on an appeal.

Special Use Permit applications processed via the IDP for residential uses may exclude the landscaping plan and schedule as part of the submittal. All landscaping

requirements of the City Design Standards shall be complied with at time of construction.

e. Copy of early notification letter to neighborhood group(s) and/or defined noticed area and copy of minutes (summary or verbatim) from any required meeting pursuant to Section 38-10 C. 1. (d) (v).

3. PUBLIC HEARING AND NOTICE PROCEDURE. A public hearing shall be held by the Planning and Zoning Commission for all Special Use Permits in accordance with the provisions of Section 38-10 of this Code.

4. REVIEW AND APPROVAL PROCEDURES. The Planning and Zoning Commission may deny a Special Use Permit request or may grant final approval including the minimum conditions listed in Paragraph 38-54B. Also, approval may be granted with additional conditions imposed which are deemed necessary to implement the Comprehensive Plan and Plan elements and to insure that the purpose and intent of this Code are met to protect and provide safeguards for persons and property in the vicinity. Appeal of a Planning and Zoning Commission decision may be made to the City Council in accord with the provision of Section 38-13.

5. TIME LIMITATIONS, REVOCATIONS, AND DEVELOPMENT STANDARDS. In addition to the imposition of conditions, the Planning and Zoning Commission may impose a time limitation on the Special Use Permit. If a Special Use is discontinued for a period of one (1) year, said permit shall automatically be revoked. If a certificate of occupancy and/or a business registration is not issued for the property with the Special Use Permit within two years from the date of Planning and Zoning Commission approval, or if appealed, City Council approval, the Special Use Permit shall be revoked automatically. All improvements shall be in accord with the development standards within the district, except as otherwise authorized by the Special Use Permit. There shall be no major revisions in the approved Special Use site plan, except as approved by the Planning and Zoning Commission, or if appealed, approved by City Council.

Any major revision proposed to the Special Use Permit and site plan shall require resubmittal of the Special Use Permit and site plan in their entirety. Minor revisions are those changes that are not major and may be approved by the Community Development Director or designee. Major revisions to the Special Use Permit and site plan shall include, but are not limited to:

a. Any change in land use,
b. Fifteen (15) percent cumulative increase in land use or building square footage,
c. Fifteen (15) percent cumulative increase in vehicular traffic on any roadway segment or intersection,
d. Any increase or decrease in size of the Special Use area,
e. Any reduction in screening, bufferyards and setbacks at the Special Use boundary line,

f. Fifteen (15) percent cumulative increase in the buildable area for structures including signs, and
g. Reduction or elimination of time limitations.
h. Renewal of the Special Use Permit.

6. RECORDING OF THE SPECIAL USE PERMIT. After approval, the Special Use Permit shall be issued by the Community Development Director or designee and shall include all information, conditions, reference to site plans, and other provisions of the Special Use. The Special Use Permit shall be filed in the Dona Ana County property records. The Special Use Permit shall not become effective until adequate evidence of filing in County records has been provided to the Community Development Director or designee. Approval of a Special Use Permit is not a zoning district change.

B. SPECIAL USES ENUMERATED. The following are special uses that may be approved by the Planning and Zoning Commission in accord with the provisions and conditions of this Section. The Planning and Zoning Commission may, at its discretion, impose additional conditions when deemed necessary. Such uses may be approved only within the districts stipulated.

Sec. 38-33G Adult Bookstore/Video Store or Adult Amusement Establishment (M1/M2, and M-3). These uses shall be permitted provided:

1. Such uses are located at a minimum of 1,000 feet from a property line of a:
   a. school;
   b. church;
   c. nursery/day care;
   d. public park or recreational facility; and
   e. residential zoning district;

2. These uses shall be permitted provided such uses are located at a minimum of 500 feet from the property line of a liquor establishment. The distance shall be measured from the Adult Bookstore/Video Store or the Adult Amusement Establishment to the property line of the liquor establishment; and

3. The operator of an Adult Bookstore/Video Store or Adult Amusement Establishment shall affix a sign to the exterior wall nearest the primary entrance to the structure in which such enterprise is located. Such signs shall be 36" x 18", shall have red lettering (letters shall be 2" in width and 3" in height) on a white background and it shall state as follows:

WARNING:

ADULT BOOKSTORE/VIDEO STORE.
THE BUSINESS WITHIN IS SEXUALLY ORIENTED.

or

WARNING:

ADULT AMUSEMENT ESTABLISHMENT.
THE BUSINESS WITHIN IS SEXUALLY ORIENTED.

4. Distance measurements shall include streets, alleys, channels, canals, other public rights-of-way and railroad right-of-way.

Sec. 38-33H Airport, Privately and Publicly Owned (C-2, C-3, M1/M2 and M-3). The Las Cruces International Airport (LCIA) property is zoned M-3(Conditional). The condition is that land uses will be in accordance with current City-Federal (Federal Aviation Administration) agreements and the adopted LCIA Master Plan. Parking, drainage, landscaping and other development standards are determined by the City Council through Chapter 7.5 of the Municipal Code, as amended, and Resolution 98-371, as amended. The LCIA Master Plan substitutes for a Special Use Permit. No special use permit is required.

Properties within 20,000 feet of an active runway at any airport will not be allowed to conduct land uses that would violate Federal Airspace Protection Regulations, including 14 CFR (Code of Federal Regulations), Part 77.

All other airports shall comply with 14 CFR, Part 77. Development standards, e.g., parking requirements, required runway paving standards, land uses will be determined as part of the Special Use Permit (SUP) review process. A Noise Exposure Study shall be submitted with the SUP application.

Sec. 38-33J Antennas, Towers, Communication Structures and Other Vertical Structures (All zoning districts). See Section 38-59.

Sec. 38-33E Amusement Park (Permanent)(EE, RE, REM, C-3, MT, M1/M2 and M-3). See Section 38-33E.

Sec. 38-33E Archery and Firing Range, Outdoor (OS-R, C-3, M1/M2, and M-3). See Section 38-33E.

Sec. 38-33G Auto/Truck Full or Self-Service/Automated Wash/Wax/Detailing (CBD). See Section 38-43.

Sec. 38-33G Auto/Truck Repair & Service (CBD). See Section 38-43.

Sec. 38-33A Boarding House (CBD). See Section 38-43.

Sec. 38-33C Brewery and Winery(EE and REM).

Sec. 38-43 Building Height over 50 feet (CBD).

Sec. 38-33A Campground (C-3, and M1/M2). See Section 38-57.

Sec. 38-33C Cannabis Microbusiness (EE and REM). Such uses shall be accessory to a primary residence and shall be located in a fully enclosed accessory structure located no less than 100 feet from adjacent residences excluding any residence on the same property on which the cannabis microbusiness is proposed. Cannabis products for retail sale shall be derived from those cultivated on-site. Parking minimums shall be based on the specific use(s) as outlined in Sec. 38-33.

~~Sec 38-33G Cannabis Retailer (C-1, C-2 and C-3). Allows decreased minimum distance requirement from a residential zone and/or from another cannabis retailer.~~

Sec. 38-33D Cemetery/Columbarium (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM and R-1bM). Any cemetery site shall contain at least five (5) acres and shall be located on a major local or higher designated roadway. A Columbarium shall be located on a major local or higher designated roadway with the lot size meeting the zoning district minimum lot size.

Sec. 38-33D Group Child Care Home (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM and R-2).

Sec. 38-33E Country Club, Golf Course and/or Driving Range (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, R-3, R-4, and OS-R). There shall be screening and buffering on property lines abutting residential areas and no structures shall be within fifty (50) feet of a residential property line. The parking areas for these uses shall have access to a collector or higher designated roadway. Country clubs within the OS-R zone shall be designed in concert with a golf course or similar large open area.

Sec. 38-33I Extraction of Raw Materials (Not to include Manufacture, Processing or Treatment) (EE, RE, and REM). Such uses shall be a minimum of four hundred (400) feet from a residential district boundary or from an existing residential property. Uses shall not create a significance nuisance due to noise, odor, pollution, traffic or other similar problems. See Section 38-33I.

Sec. 38-33G Gas Station (CBD). See Section 38-43.

Sec. 38-33A Halfway House (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, R-3 and R-4).

Sec. 38-33H Heliport/Helistop (EE, REM, R-4, O-2, C-2, C-3, M1/M2 and M-3). Use shall be in accordance with federal Airspace Protection Regulations, including 14 CFR, Part 77.

Sec. 38-33C Racetrack, Animal/Rodeo Arena (EE, RE-Mobile, C-3, M1/M2 and M-3)

Sec. 38-33E Racetrack, Auto/Truck (M-3).

Sec. 38-32D Single Business/Use (Non-Center) - Increased Square Footage Above Maximum (C-1 and C-2). Additional square footage not to exceed 2,000 may be granted in the C-1 district. Additional square footage not to exceed 6,000 may be granted in the C-2 district.

Sec. 38-33E Sports Complex/Stadium: Baseball, Football, Soccer, Softball, Track, etc. (EE, REM, C-3, M1/M2, and M-3). Parking and structures shall be located a minimum of three hundred (300) feet from any residential zoning district boundary.

Sec. 38-33J Waste Transfer Stations/Sewage Treatment Plants (M1/M2 and M-3). Use shall be located at least 300 feet from any residential zoning district boundary.

Sec. 38-55. RESERVED

Cannabis Business Registrations

COMMUNITY DEVELOPMENT DEPARTMENT

Attachment "A"

Total New

Submit Date	Business License	Issue Year	Issue Month	Record Status	DBA Business Name	Contact Name	Business Type	Location Address
12/14/2022	25401-22-APP	2023	3	Issued	SOL CANNABIS LLC	KWAME PONSCHOCK	RETAIL	900 S TELSHOR BLVD STE A
01/05/2023	25452-23-APP	2023	3	Issued	CLOUD HOUSE, LLC	DAMEON NANOCCHIO	AGRICULTURE	1730 W HADLEY AVE
01/19/2023	25487-23-APP	2023	3	Issued	TRUE ESSENTIA LLC	CHRISTIAN ONTIVEROS	RETAIL	530 N TELSHOR BLVD
01/23/2023	25494-23-APP	2023	3	Issued	DOUGHDY LLC	JUSTIN BRENDAN KARRENBERG	WHOLESALE	2201 N MESQUITE ST STE E
02/16/2023	25587-23-APP	2023	3	Issued	MESILLA VALLEY CANNABIS	DERRICK PACHECO	RETAIL	401 N MESILLA ST
02/27/2023	25609-23-APP	2023	3	Issued	CRUCES CRAFT CANNABIS	FERAS AL-HANFOOSH	OTHER	2001 S VALLEY DR STE 3
04/04/2022	24694-22-APP	2023	2	Issued	BLUNTLEY LLC	GONZALO CHAVEZ	RETAIL	3161 N MAIN ST
09/19/2022	25167-22-APP	2023	2	Issued	SASSY GRASS DISPENSARY	RICHARD AZIZ	RETAIL	3100 W PICACHO AVE STE 2
11/30/2022	25371-22-APP	2023	2	Issued	HASHEESH RECREATIONAL CANNABIS	ALEX CARRILLO	RETAIL	1021 E AMADOR AVE STE A
03/03/2022	24607-22-APP	2023	1	Issued	CANNAVERSE LLC	RICHARD SMITH	LIVE PLANTS	1754 BUILDTEK CT STE A
12/06/2022	25383-22-APP	2023	1	Issued	BOTANIX	AMANDA VARELA	MANUFACTURING	750 WEST PALMS
01/01/2022	24385-22-APP	2022	12	Issued	FOURTWENTY COLLECTIONS	MARVINA THOMAS	RETAIL	2215 S MAIN ST STE A
01/14/2022	24499-22-APP	2022	12	Issued	UNITY RD	JOE HERNANDEZ	RETAIL	250 W AMADOR AVE
02/28/2022	24594-22-APP	2022	12	Issued	HAPPY PANDA CANNABIS COMPANY	KEIFER PAYNE	RETAIL	2505 MISSOURI AVE
07/29/2022	25037-22-APP	2022	12	Issued	NORTHSTAR LEAF	SALIM PREMJI	RETAIL	3330 RINCONADA BLVD STE 1
11/23/2022	25355-22-APP	2022	12	Issued	HEAD SPACE DISTRIBUTION LLC	ROBERT DURAN	MANUFACTURING	390 N SEVENTEENTH ST
05/19/2022	24833-22-APP	2022	11	Issued	SOUTHWEST DISPENSARY	ELISEO GARDEA	OTHER	421 AVENIDA DE MESILLA STE C
07/18/2022	24995-22-APP	2022	11	Issued	FCI OF NEW MEXICO	CODY FISHER	RETAIL	140 W PICACHO AVE
10/15/2021	24173-21-APP	2022	10	Issued	TOP CROP	NICK SPOOR	RETAIL	2240 E LOHMAN AVE
06/02/2022	24863-22-APP	2022	10	Issued	THE KITCHEN	LEIGH IDIDY	FOOD SERVICE	300 N MAIN ST
11/18/2021	24287-21-APP	2022	9	Issued	GROBROS	JOEL GREEN	AGRICULTURE	2201 N MESQUITE ST STE A
01/25/2022	24476-22-APP	2022	9	Issued	BUDZ CANNABIS	RICARDO WILSON	RETAIL	1886 W PICACHO AVE BLDG 1
02/09/2022	24588-22-APP	2022	9	Issued	CANNAFUL CREATIONS, LLC	CORINA CUELLAR	MANUFACTURING	525 E MADRID AVE STE 3B
05/12/2022	24810-22-APP	2022	9	Issued	HIGH HORSE	RUBEN AGUILAR	RETAIL	580 S VALLEY DR STE 300
07/25/2022	25020-22-APP	2022	9	Issued	ALTER EGO CULTIVATION	JASON ESCOBAR	AGRICULTURE	1720 W HADLEY AVE UNIT E
03/15/2022	24643-22-APP	2022	8	Issued	EMPIRE CANNABIS	GABRIEL SILVA	RETAIL	590 S SOLANO DR STE C
03/23/2022	24654-22-APP	2022	8	Issued	FRATELLI INVESTMENT GROUP LLC	CARLOS CASILLAS	RETAIL	908 S SOLANO DR
04/25/2022	24752-22-APP	2022	8	Issued	MONSTER HOUSE	MAGGIE MARBLE	RETAIL	301 N SOLANO DR STE 8
06/21/2022	24921-22-APP	2022	7	Issued	MASBUDS LLC	RONALD BENDER	RETAIL	142 WYATT DR
10/06/2021	24141-21-APP	2022	6	Issued	EVEREST APOTHECARY INC.	TRISHELLE KIRK	RETAIL	1240 S VALLEY DR STE D
09/22/2021	24150-21-APP	2022	5	Issued	VIDA VERDE VENTURES, LLC	NICOLE FUCHS	AGRICULTURE	9035 ADVANCEMENT AVE BLDG E
10/14/2021	24170-21-APP	2022	5	Issued	DO WAT I WANT INDUSTRIES	JONATHAN MIRABAL	RETAIL	1770 S TELSHOR BLVD STE C
01/18/2022	24456-22-APP	2022	5	Issued	CANNAVERSE LLC	RICHARD SMITH	RETAIL	2305 NEVADA AVE
02/17/2022	24574-22-APP	2022	5	Issued	ULTRA HEALTH	LEIGH JENKE	RETAIL	1965 BATAAN MEMORIAL WEST STE 1
02/25/2022	24590-22-APP	2022	4	Issued	SOL CANNABIS LLC	BRETT BURKE	RETAIL	523 IDAHO AVE
03/23/2022	24650-22-APP	2022	4	Issued	HASHTAG CANNABIS LLC	ERIC MADRID	RETAIL	2460 MISSOURI AVE
08/25/2021	24022-21-APP	2022	3	Issued	GREENGO NM LLC	NORA LANCASTER	OTHER	2000 E LOHMAN AVE STE E
12/11/2021	24342-21-APP	2022	3	Issued	MICAH BAILEY	MICAH BAILEY	TRANSPORTATION	2049 S TRIVIZ DR APT E17
01/10/2022	24441-22-APP	2022	3	Issued	V&S ENTERPRISES LLC	VERONICA SAENZ	AGRICULTURE	9035 ADVANCEMENT AVE A
02/10/2022	24528-22-APP	2022	3	Issued	ORGAN MOUNTAIN ORGANIX LLC	HAILY VAUGHAN	RETAIL	1300 EL PASEO RD STE 280
02/18/2022	24546-22-APP	2022	3	Issued	BEST BUDZ	JOSE ZAVALA	RETAIL	505 N VALLEY DR
03/16/2022	24627-22-APP	2022	3	Issued	ORYX KING, LLC	NICOLE FUCHS	AGRICULTURE	9035 ADVANCEMENT AVE BLDG B
03/16/2022	24628-22-APP	2022	3	Issued	AKESO BOTANICALS, LLC	NICOLE FUCHS	AGRICULTURE	9035 ADVANCEMENT AVE BLDG D
02/01/2021	23450-21-APP	2021	8	Issued	PHARMTRUE LLC	JOAQUIN ACOSTA	RETAIL	227 S MAIN ST
05/17/2021	23732-21-APP	2021	6	Issued	AKESO BOTANICALS LLC	HAL COFFMAN	MANUFACTURING	200 CONWAY AVE STE B
10/21/2020	23144-20-APP	2021	5	Issued	ZIA COLLECTIVE DISPENSARY	CRISANTA L CALDERON	RETAIL	951 N SOLANO DR STE B
04/21/2021	23697-21-APP	2021	5	Issued	ROUNDHOUSE RESERVE	JORDAN BARBER	RETAIL	200 S SOLANO DR STE 3
02/04/2021	23468-21-APP	2021	2	Issued	RED BARN GROWERS	ELIZABETH BESANCON	OTHER	1405 S VALLEY DR STE 800
06/05/2020	22621-20-APP	2020	7	Issued	R. GREENLEAF ORGANICS INC	AUSTIN OVERPECK	RETAIL	2750 MALL DR STE 260
07/23/2022	25015-22-APP			Denied	CLOUD 9	ERICA ROMERO	RETAIL	1602 E LOHMAN AVE
05/15/2021	23737-21-APP			Incomplete	GROTH INDUSTRIES LLC	MATT GROTH	OTHER	2000 W HADLEY AVE
09/16/2021	24084-21-APP			Incomplete	GROBROS	JOEL GREEN	AGRICULTURE	2201 N MESQUITE ST STE B
11/08/2021	24261-21-APP			Incomplete	DOUGHDY LLC	JUSTIN KARRENBERG	OTHER	2201 N MESQUITE ST, BLDG , LAS CRUCES, NM 88001
12/28/2021	24380-21-APP			Incomplete	RMC NM INC	NATALIE RICKS	RETAIL	304 WYATT DR, SUITE 1, LAS CRUCES, NM 88001
02/05/2022	24533-22-APP			Incomplete	LOS PRIMOS NURSERY LLC	LUIS SENA	LIVE PLANTS	110 N SOLANO DR, BLDG 1/2, LAS CRUCES , NM 88001
03/23/2022	24655-22-APP			Incomplete	THE HOT BOX	CARLOS CASILLAS	RETAIL	887 N MAIN ST
02/16/2022	24775-22-APP			Incomplete	PURLIFE	JON WOOD	RETAIL	2451 N MAIN ST
05/16/2022	24823-22-APP			Incomplete	EVERGREEN PRODUCTS LLC	NICOLE FUCHS	AGRICULTURE	9035 ADVANCEMENT AVE, STE F, LAS CRUCES , NM 88007
06/15/2022	24901-22-APP			Incomplete	QUEEN BEES COLLECTIVE	VERONICA GARCIA	RETAIL	600 S SOLANO DR, STE B, LAS CRUCES , NM 88001
07/26/2022	25027-22-APP			Incomplete	SANDIA BOTANICALS	MICHEAL HAWK	OTHER	2517 N MAIN ST STE A
09/12/2022	25148-22-APP			Incomplete	BOTANICAL INFUSIONS LLC	RAY VIGIL	RETAIL	390 N 17TH ST, LAS CRUCES, NM 88005
10/05/2022	25212-22-APP			Incomplete	BLUE WHALE ENTERPRISES, LLC	BYRON BUTCHER	RETAIL	504 E AMADOR AVE
11/02/2022	25302-22-APP			Incomplete	BLACK BLOOM LLC.	CHARLES CHAVEZ	WHOLESALE	2521 N MAIN ST
12/12/2022	25393-22-APP			Incomplete	LEO AVILES	LEO AVILES	RETAIL	3500 NORTHRISE DR
12/27/2022	25428-22-APP			Incomplete	REVERIE	ERIC MADRID	RETAIL	1025 EL PASEO RD
02/16/2023	25590-23-APP			Incomplete	NRG LYFT LLC	TARVIYA ROYAL	RETAIL	1790 W HADLEY AVE
06/17/2022	24912-22-APP			Inspection Phase	MYCBDPLUS LLC	SAM UKPEDINJAGBA	RETAIL	1030 EL PASEO RD
07/14/2022	24982-22-APP			Inspection Phase	R. GREENLEAF ORGANICS, INC.	RYAN ORDORICA	RETAIL	775 S TELSHOR BLVD
07/22/2022	25012-22-APP			Inspection Phase	CANNA*CO*LC	CORRINA STRAUSS	RETAIL	606 N MESQUITE ST
08/09/2022	25054-22-APP			Inspection Phase	CLOUD 9	ERICA ROMERO	RETAIL	3280 RINCONADA BLVD
08/24/2022	25100-22-APP			Inspection Phase	RMC NM INC	JOANNA BARYZA	RETAIL	3495 BATAAN MEMORIAL WEST

09/14/2022	25161-22-APP	Inspection Phase	SCORE 420	MATT KOPELMAN	RETAIL	2821 N TELSHOR BLVD STE 1
10/17/2022	25251-22-APP	Inspection Phase	Z-CANNA HEALTH EDUCATION AND WELLNESS	ZAHN	OTHER	1045 N MAIN ST
01/12/2023	25468-23-APP	Inspection Phase	YUCCA POINT DISPENSARIES	ERICKA LEON	RETAIL	1000 N MAIN ST STE A
01/27/2023	25506-23-APP	Inspection Phase	GANJA GARDENS LLC	CHRISTOPHER MENDOZA	OTHER	301 N SEVENTEENTH ST BLDG A
02/02/2023	25533-23-APP	Inspection Phase	BIG GREEN GROWERS LLC	KENT DAVIES	AGRICULTURE	250 S CRAWFORD BLVD
02/02/2023	25542-23-APP	Inspection Phase	NUBES	BRANDI GUTIERREZ	RETAIL	420 N CAMPO ST
02/03/2023	25549-23-APP	Inspection Phase	BRIGHT BLOOM	MERCEDES RUIZ	RETAIL	1625 S MAIN ST
02/06/2023	25557-23-APP	Inspection Phase	RARE ENTERPRISES LLC	COLE PILLEY	RETAIL	1455 HICKORY DR STE 3
02/15/2023	25584-23-APP	Inspection Phase	DESERT LOTUS ORGANICS, LLC	JESUS PALMA	RETAIL	2119 N MAIN ST
03/06/2023	25628-23-APP	Inspection Phase	OUTSIDE SMOKE, LLC	MADELEINE CLARKE	AGRICULTURE	1716 W HADLEY AVE UNIT D
03/14/2023	25657-23-APP	Inspection Phase	CEIBA FARMS LLC	JOSE ZAVALA	AGRICULTURE	505 N VALLEY DR
03/14/2023	25658-23-APP	Inspection Phase	HIGH ON LIFE LLC	HEROLD SHUMATE	HEALTH	555 N VALLEY DR
03/16/2023	25669-23-APP	Inspection Phase	HIGHER CULTURES LLC	PEYTON JOHNSON	MANUFACTURING	3497 BATAAN MEMORIAL WEST STE C
03/20/2023	25678-23-APP	Inspection Phase	THE KUSH HOUSE	RAY VIGIL	RETAIL	1960 N SOLANO DR
08/30/2021	24043-21-APP	Pending	HIGH DESERT GROWERS	RYAN MAJOR	AGRICULTURE	7330 SHANNON RD
09/15/2021	24080-21-APP	Pending	LA YERBA BUENA NM<	JOHN SERRANO	AGRICULTURE	401 N SEVENTEENTH ST STE 7
07/06/2022	24965-22-APP	Pending	URBAN WELLNESS	JORDAN REED	RETAIL	3830 E LOHMAN AVE BLDG 2
09/08/2021	24066-21-APP	Revisions Required	ORGAN MOUNTAIN WELLNESS LLC	SOMMER MARTIN	AGRICULTURE	205 W BOUTZ RD, BLDG 1, LAS CRUCES, NM 88005
09/13/2021	24103-21-APP	Revisions Required	DRAGOONS LAIR LLC	ELI SALCIDO	AGRICULTURE	3495 BATAAN MEMORIAL WEST STE D
10/07/2021	24174-21-APP	Revisions Required	ORGAN MOUNTAIN GROWERS, INC.	STEVEN BURLBAW	AGRICULTURE	430 N COMPRESS RD
10/10/2021	24177-21-APP	Revisions Required	ORIGIN GREENLIGHTS	REYES ESPINOZA	WHOLESALE	2001 COPPER LOOP STE 4
10/07/2021	24205-21-APP	Revisions Required	ELEVATED SOCIETY LLC	SERGIO FLORES	PRODUCE	375 N COMPRESS RD
11/24/2021	24304-21-APP	Revisions Required	IRON LUNG NM, LLC	MATT CHADWICK	AGRICULTURE	1655 W AMADOR AVE
12/04/2021	24326-21-APP	Revisions Required	TWISTED ROOTS FARMS	GREGORY SANDERS	AGRICULTURE	1790 W HADLEY AVE STE E
03/21/2022	24641-22-APP	Revisions Required	THE HOT BOX	CARLOS CASILLAS	RETAIL	1007 EL PASEO RD
03/30/2022	24678-22-APP	Revisions Required	THIS CANNABIS	ANTHONY LIRA	PRODUCE	1803 N VALLEY DR
04/13/2022	24723-22-APP	Revisions Required	ABOVE THE CLOUDS	VERONICA GARCIA	RETAIL	600 S SOLANO RD, SPC B, LAS CRUCES, NM 88001
04/26/2022	24759-22-APP	Revisions Required	SMOKEY ROAD FARMS	RYAN STRAND	RETAIL	500 W BOUTZ RD STE A
04/25/2022	24767-22-APP	Revisions Required	LOS PRIMOS FARMS	LUIS SENA	AGRICULTURE	110 N SOLANO DR, #1/2, LAS CRUCES, NM
05/02/2022	24774-22-APP	Revisions Required	HIGH HORSE	RUBEN AGUILAR	RETAIL	2000 E LOHMAN AVE STE B
05/12/2022	24811-22-APP	Revisions Required	HIGH HORSE	RUBEN AGUILAR	AGRICULTURE	1510 W AMADOR AVE STE A
05/11/2022	24831-22-APP	Revisions Required	THE BLOOM MANAGEMENT GROUP LLC	TRAVAUGHN COLWELL	RETAIL	615 E LOHMAN AVE STE A
05/23/2022	24841-22-APP	Revisions Required	OTC NM LLC	NORMAN YOUSIF	RETAIL	750 S MAIN ST
05/26/2022	24852-22-APP	Revisions Required	EVEREST APOTHECARY, INC	JAMES DARBY	RETAIL	1240 S VALLEY DR STE D
04/21/2022	24887-22-APP	Revisions Required	CINDER CANNABIS	JUSTIN PETERSON	RETAIL	4420 N SONOMA RANCH BLVD STE C
03/24/2023	25698-23-APP	Submitted	PREMIER HIGH LIFE	LEON HARRIS	RETAIL	1655 S MAIN ST
10/15/2021	24175-21-APP	Withdrawn	ORGAN MOUNTAIN WELLNESS LLC	SOMMER MARTIN	AGRICULTURE	205 W BOUTZ RD, BLDG 2, LAS CRUCES
03/04/2022	24603-22-APP	Withdrawn	JACKPOT DISPENSARY	JACQURIES WILLIAMS	RETAIL	1275 W PICACHO AVE
05/02/2022	24772-22-APP	Withdrawn	HIGH HORSE	RUBEN AGUILAR	MANUFACTURING	390 N SEVENTEENTH ST
05/02/2022	24773-22-APP	Withdrawn	HIGH HORSE	RUBEN AGUILAR	RETAIL	700 S TELSHOR BLVD STE 1502
05/02/2022	24776-22-APP	Withdrawn	HIGH HORSE	RUBEN AGUILAR	RETAIL	1128 S SOLANO DR
07/20/2022	25004-22-APP	Withdrawn	LOUD LEAFS LLC	ERIC MADRID	AGRICULTURE	2460 MISSOURI AVE
07/26/2022	25026-22-APP	Withdrawn	JACKPOT DISPENSARY	JACQURIES WILLIAMS	RETAIL	1275 W PICACHO AVE
09/28/2022	25195-22-APP	Withdrawn	THE KITCHEN	LEIGH ANN IVY	FOOD SERVICE	300 N MAIN ST, BLDG 4, LAS CRUCES, NM 88011
12/28/2022	25429-22-APP	Withdrawn	MESSILLA VALLEY BUDZ	DARNELL WINN	RETAIL	8493 S MAIN STREET ST, STE 1, MESSILLA PARK, NM 88047

Attachment B

CODE AMENDMENT

City of Las Cruces
MOUNTAINS OF OPPORTUNITY

Planning & Zoning Commission 4/25/2023

Cannabis Zoning Amendments

STAFF CONTACT:	Katherine Harrison-Rogers, (575) 528-3049, krogers@las-cruces.org
DISTRICT:	Citywide
REQUEST:	Code Amendments to modify cannabis regulations for the purpose of eliminating the 300-foot buffer between retailers and also from retailers to single-family residential zones.
RECOMMENDATION:	Approval

SUMMARY OF REQUEST: The City is proposing amendments to the zoning code to modify the cannabis regulations for the purpose of eliminating the 300-foot buffer requirement between individual cannabis retailers/microbusinesses and eliminating the 300-foot buffer between cannabis retailers/microbusinesses and single-family zoning districts. The following sections are subject to amendments:

- Sec. 38-53 Conditional Uses; and
- Sec. 38-54 Special Use Permits.

SUMMARY OF RECOMMENDATION: Staff is recommending **APPROVAL** based on the findings listed below:

- The State of New Mexico Cannabis Regulation Act legalizes recreational cannabis, timelines for the production, manufacturing, sale, and use of cannabis, and permits local jurisdictions to regulate the time, use and manner of cannabis uses.
- Based upon staff's analysis of the proposed zoning code amendments, the amendments meet the intent of Elevate Las Cruces Comprehensive Plan; are akin to existing uses and anticipated impacts currently in the zoning code; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and meets the purpose of the Las Cruces Municipal Code Section 2-382.
- The land use impacts of cannabis retail businesses as compared to other types of retail businesses is de minimis.
- Several commercial corridors within the City abut single family residential zones, unduly restricting the location of cannabis retailers.
- Cannabis distancing is being applied differently to single-family zones as compared to multi-family zones, multi-family uses, and mixed uses.

PROPOSAL

CANNABIS ZONING RECOMMENDATIONS:

The Cannabis Regulation Act (New Mexico House Bill 2) was approved by the State in the Spring of 2021. The act legalized the recreational use of cannabis and grants the local jurisdictions the authority to regulate the time, place, and manner (including density) of commercial cannabis facilities. Local jurisdictions cannot prevent these types of uses which include the cultivation, manufacturing, packaging, research, testing, sale, and transport of cannabis. According to the New Mexico Regulation and Licensing Department, jurisdictions are required to treat these businesses as they would any other business, including signage. The State is responsible for the licensing and enforcement related to state regulations, including security plans, background checks, water usage and rights, waste disposal, pesticide and chemical use and management, and annual reporting, among others.

In the Fall of 2021, the City of Las Cruces established zoning regulations for cannabis uses which also comply with the State's regulations. The amendments included several definitions including *Cannabis Industry, Cannabis Research Laboratory, Cannabis Retailer, Community Garden, Horticulture,* and *Cannabis Microbusiness.* Retail uses (cannabis retailer) and cannabis microbusinesses were added to commercial zones (C-1, C-2, C-3) with conditions, production and manufacturing uses (cannabis industry) was added to industrial zones (M-1/M22, M-3) with conditions, cannabis research laboratories was added to industrial zones with conditions (MT, M-1/M22, M-3), and small cannabis integrated businesses (cannabis microbusiness) was added as allowed with a special use permit in the single-family agricultural zones (EE, REM), similar to existing allowances for small breweries and wineries.

The conditions or special provisions associated with those uses listed above include:

- all uses must be 300 feet from a school or daycare, the greatest allowance permitted by the state (commercial trade schools and schools serving adult populations are exempt);
- retail uses and microbusinesses must be 300 feet from single-family zones and no closer than 300 feet from one another, unless a special use permit is obtained;
- no on-site consumption can occur in the C-1 district; and
- in addition to a special use permit for the cannabis microbusiness in the EE and REM zones, the business must be ancillary to a single-family residence, must be fully enclosed in an accessory structure, must be 100 feet away from adjacent residences, and must only sell products produced on site.

Over the course of the past year and a half, several cannabis related businesses have established themselves within the City, some of which were allowed by right and others required a Special Use Permit (SUP). For a detailed list of these businesses as of March 27, 2023, see Attachment 1. Staff worked closely with this emerging industry to assist in both building code and zoning code matters. One of the most frequent complaints from prospective businesses was that it is challenging to find a suitable location based on the established distancing requirements, especially from a single-family residential zoning district. Many of the available commercial zones are directly adjacent to single family residential zoning districts.

A Special Use is a use that is not permitted by right in a zoning district. A Special Use requires review and approval by the Planning and Zoning Commission to determine impacts on the surrounding area. If the impacts are deemed de minimis or conditions can be applied to reduce said impacts, a SUP can be approved. Fifteen (15) SUPs to operate businesses within these buffers have been submitted to the City. All SUPs heard before the Planning and Zoning Commission were approved based on lack of increased impacts. Two of these were appealed to City Council: one of which was upheld, and the other remains in process. There are several more under review and forthcoming to the P&Z.

Staff is recommending that the buffer distances between retailers and the buffer distances between cannabis businesses and single-family zoning districts be eliminated. The distancing restrictions from single-family zones was originally intended to buffer more intense uses from less intense, lower density uses. However, there is little evidence that these restrictions are necessary based on the impacts from these businesses. These uses appear to be no more intense than that of any other retail establishment within the City. These distancing restrictions may also inadvertently create inequitable treatment between single-family and multi-family uses. The amendments can be found in Attachment 2 and include:

- Sec. 38-53 Conditional Uses; and
- Sec. 38-54 Special Use Permits.

Please note that these amendments were heard and recommended for approval by P&Z in August of 2022, however, City Council rejected the amendments. Since then, City Council has requested these amendments be reconsidered.

ZONING DECISION CRITERIA AND POLICIES

POLICY	DOES IT COMPLY?
Character and Compatibility	Yes
Elevate Las Cruces Comprehensive Plan	Yes
Criteria for Decisions: Article 2, Section 38-10 (K) of the 2001 Zoning Code	Yes

CHARACTER AND COMPATIBILITY:
Staff reviewed use categories currently outlined in the zoning code to determine the uses most akin to cannabis uses. For cannabis retail sales with no consumption, similar uses would be a pharmacy, package liquor, or specialty retail. For those cannabis retail sales with on-site consumption, the most similar use would be a bar/tavern or brewery/winery. None of these existing use categories have distancing requirements in the zoning code and there is no evidence that cannabis retail establishments or microbusinesses create greater impact than their comparable uses.

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:
Elevate Las Cruces has policy and actions related to improving the permitting and registration process for businesses as well as establishing regulations to support their potential for economic prosperity. These include:

- Goal CP-2 Economic Equity: Generate employment opportunities that create economic security for all residents.
- CP-3 Entrepreneurship: Create a nurturing regulatory environment that generates entrepreneurship and small business investment.
    - Cp-3.2: streamline the process to register and open a business in las cruces.
        - CP-3.2.1: Make information regarding city business registration, state and federal licensing and operating requirements, and other business assistance resources readily available.

- CP-3.2.2:Continue to evaluate and improve total review times for processing commercial building permits and business registrations.
- CP-3.2.3:Provide step-by-step guidelines for negotiating the permitting process.
- CP-3.2.4:Use the city as a hub for new businesses to be connected to resources within the community for business technical assistance, financing opportunities, permitting, etc. When starting a new business.

While these goals, policies, and actions support continued evaluation and modifications to the City's processes, the elimination of buffers related to cannabis uses in existing zoning categories in the zoning code neither conflicts with nor is specifically supported by Elevate Las Cruces. The place types shown in the Future Development Map do provide guidance on the types of zones and broad uses should be allowed. The cannabis uses are akin to uses found throughout the existing zoning districts, consistent with Elevate' s place type zoning district recommendations.

CRITERIA FOR DECISIONS:

- Impairment of adequate supply of light and air to adjacent property;
- Unreasonable increase in potential traffic;
- Increase the danger of fire or endanger the public safety;
- Determent of orderly and phased growth;
- Impairment of the public health, safety or general welfare of the city;
- Establishment of a spot zone; or the
- Contradiction of the purpose and intent of the zoning code, sign code, design standards and other companion codes.

City Staff did not identify any issues associated with the proposed amendments as the uses and their anticipated impacts are akin to those already listed throughout the zoning code.

ATTACHMENTS:

1. Cannabis Business Registrations, dated March 27, 2023
2. Las Cruces Municipal Code Chapter 38-53 & 38-54 Redlines

Cannabis Business Registrations

Total New

Submit Date	Business License	Issue Year	Issue Month	Record Status	DBA Business Name	Contact Name	Business Type	Location Address
12/14/2022	25401-22-APP	2023	3	Issued	SOL CANNABIS LLC	KWAME PONSCHOCK	RETAIL	900 S TELSHOR BLVD STE A
01/05/2023	25452-23-APP	2023	3	Issued	CLOUD HOUSE, LLC	DAMEON NANOCCHIO	AGRICULTURE	1730 W HADLEY AVE
01/19/2023	25487-23-APP	2023	3	Issued	TRUE ESSENTIA LLC	CHRISTIAN ONTIVEROS	RETAIL	530 N TELSHOR BLVD
01/23/2023	25494-23-APP	2023	3	Issued	DOUGHDY LLC	JUSTIN BRENDAN KARRENBERG	WHOLESALE	2201 N MESQUITE ST STE E
02/16/2023	25587-23-APP	2023	3	Issued	MESILLA VALLEY CANNABIS	DERRICK PACHECO	RETAIL	401 N MESILLA ST
02/27/2023	25609-23-APP	2023	3	Issued	CRUCES CRAFT CANNABIS	FERAS AL-HANFOOSH	OTHER	2001 S VALLEY DR STE 3
04/04/2022	24694-22-APP	2023	2	Issued	BLUNTLEY LLC	GONZALO CHAVEZ	RETAIL	3161 N MAIN ST
09/19/2022	25167-22-APP	2023	2	Issued	SASSY GRASS DISPENSARY	RICHARD AZIZ	RETAIL	3100 W PICACHO AVE STE 2
11/30/2022	25371-22-APP	2023	2	Issued	HASHEESH RECREATIONAL CANNABIS	ALEX CARRILLO	RETAIL	1021 E AMADOR AVE STE A
03/03/2022	24607-22-APP	2023	1	Issued	CANNAVERSE LLC	RICHARD SMITH	LIVE PLANTS	1754 BUILDTEK CT STE A
12/06/2022	25383-22-APP	2023	1	Issued	BOTANIX	AMANDA VARELA	MANUFACTURING	750 WEST PALMS
01/01/2022	24385-22-APP	2022	12	Issued	FOURTWENTY COLLECTIONS	MARVINA THOMAS	RETAIL	2215 S MAIN ST STE A
01/14/2022	24499-22-APP	2022	12	Issued	UNITY RD	JOE HERNANDEZ	RETAIL	250 W AMADOR AVE
02/28/2022	24594-22-APP	2022	12	Issued	HAPPY PANDA CANNABIS COMPANY	KEIFER PAYNE	RETAIL	2505 MISSOURI AVE
07/29/2022	25037-22-APP	2022	12	Issued	NORTHSTAR LEAF	SALIM PREMJI	RETAIL	3330 RINCONADA BLVD STE 1
11/23/2022	25355-22-APP	2022	12	Issued	HEAD SPACE DISTRIBUTION LLC	ROBERT DURAN	MANUFACTURING	390 N SEVENTEENTH ST
05/19/2022	24833-22-APP	2022	11	Issued	SOUTHWEST DISPENSARY	ELISEO GARDEA	OTHER	421 AVENIDA DE MESILLA STE C
07/18/2022	24995-22-APP	2022	11	Issued	FCI OF NEW MEXICO	CODY FISHER	RETAIL	140 W PICACHO AVE
10/15/2021	24173-21-APP	2022	10	Issued	TOP CROP	NICK SPOOR	RETAIL	2240 E LOHMAN AVE
06/02/2022	24863-22-APP	2022	10	Issued	THE KITCHEN	LEIGH IDIDY	FOOD SERVICE	300 N MAIN ST
11/18/2021	24287-21-APP	2022	9	Issued	GROBROS	JOEL GREEN	AGRICULTURE	2201 N MESQUITE ST STE A
01/25/2022	24476-22-APP	2022	9	Issued	BUDZ CANNABIS	RICARDO WILSON	RETAIL	1886 W PICACHO AVE BLDG 1
02/09/2022	24588-22-APP	2022	9	Issued	CANNAFUL CREATIONS, LLC	CORINA CUELLAR	MANUFACTURING	525 E MADRID AVE STE 3B
05/12/2022	24810-22-APP	2022	9	Issued	HIGH HORSE	RUBEN AGUILAR	RETAIL	580 S VALLEY DR STE 300
07/25/2022	25020-22-APP	2022	9	Issued	ALTER EGO CULTIVATION	JASON ESCOBAR	AGRICULTURE	1720 W HADLEY AVE UNIT E
03/15/2022	24643-22-APP	2022	8	Issued	EMPIRE CANNABIS	GABRIEL SILVA	RETAIL	590 S SOLANO DR STE C
03/23/2022	24654-22-APP	2022	8	Issued	FRATELLI INVESTMENT GROUP LLC	CARLOS CASILLAS	RETAIL	908 S SOLANO DR
04/25/2022	24752-22-APP	2022	8	Issued	MONSTER HOUSE	MAGGIE MARBLE	RETAIL	301 N SOLANO DR STE 8
06/21/2022	24921-22-APP	2022	7	Issued	MASBUDS LLC	RONALD BENDER	RETAIL	142 WYATT DR
10/06/2021	24141-21-APP	2022	6	Issued	EVEREST APOTHECARY INC.	TRISHELLE KIRK	RETAIL	1240 S VALLEY DR STE D
09/22/2021	24150-21-APP	2022	5	Issued	VIDA VERDE VENTURES, LLC	NICOLE FUCHS	AGRICULTURE	9035 ADVANCEMENT AVE BLDG E
10/14/2021	24170-21-APP	2022	5	Issued	DO WAT I WANT INDUSTRIES	JONATHAN MIRABAL	RETAIL	1770 S TELSHOR BLVD STE C
01/18/2022	24456-22-APP	2022	5	Issued	CANNAVERSE LLC	RICHARD SMITH	RETAIL	2305 NEVADA AVE
02/17/2022	24574-22-APP	2022	5	Issued	ULTRA HEALTH	LEIGH JENKE	RETAIL	1965 BATAAN MEMORIAL WEST STE 1
02/25/2022	24590-22-APP	2022	4	Issued	SOL CANNABIS LLC	BRETT BURKE	RETAIL	523 IDAHO AVE
03/23/2022	24650-22-APP	2022	4	Issued	HASHTAG CANNABIS LLC	ERIC MADRID	RETAIL	2460 MISSOURI AVE
08/25/2021	24022-21-APP	2022	3	Issued	GREENGO NM LLC	NORA LANCASTER	OTHER	2000 E LOHMAN AVE STE E
12/11/2021	24342-21-APP	2022	3	Issued	MICAH BAILEY	MICAH BAILEY	TRANSPORTATION	2049 S TRIVIZ DR APT E17
01/10/2022	24441-22-APP	2022	3	Issued	V&S ENTERPRISES LLC	VERONICA SAENZ	AGRICULTURE	9035 ADVANCEMENT AVE A
02/10/2022	24528-22-APP	2022	3	Issued	ORGAN MOUNTAIN ORGANIX LLC	HAILY VAUGHAN	RETAIL	1300 EL PASEO RD STE 280
02/18/2022	24546-22-APP	2022	3	Issued	BEST BUDZ	JOSE ZAVALA	RETAIL	505 N VALLEY DR
03/16/2022	24627-22-APP	2022	3	Issued	ORYX KING, LLC	NICOLE FUCHS	AGRICULTURE	9035 ADVANCEMENT AVE BLDG B
03/16/2022	24628-22-APP	2022	3	Issued	AKESO BOTANICALS, LLC	NICOLE FUCHS	AGRICULTURE	9035 ADVANCEMENT AVE BLDG D
02/01/2021	23450-21-APP	2021	8	Issued	PHARMTRUE LLC	JOAQUIN ACOSTA	RETAIL	227 S MAIN ST
05/17/2021	23732-21-APP	2021	6	Issued	AKESO BOTANICALS LLC	HAL COFFMAN	MANUFACTURING	200 CONWAY AVE STE B
10/21/2020	23144-20-APP	2021	5	Issued	ZIA COLLECTIVE DISPENSARY	CRISANTA L CALDERON	RETAIL	951 N SOLANO DR STE B
04/21/2021	23697-21-APP	2021	5	Issued	ROUNDHOUSE RESERVE	JORDAN BARBER	RETAIL	200 S SOLANO DR STE 3
02/04/2021	23468-21-APP	2021	2	Issued	RED BARN GROWERS	ELIZABETH BESANCON	OTHER	1405 S VALLEY DR STE 800
06/05/2020	22621-20-APP	2020	7	Issued	R. GREENLEAF ORGANICS INC	AUSTIN OVERPECK	RETAIL	2750 MALL DR STE 260
07/23/2022	25015-22-APP			Denied	CLOUD 9	ERICA ROMERO	RETAIL	1602 E LOHMAN AVE
05/15/2021	23737-21-APP			Incomplete	GROTH INDUSTRIES LLC	MATT GROTH	OTHER	2000 W HADLEY AVE
09/16/2021	24084-21-APP			Incomplete	GROBROS	JOEL GREEN	AGRICULTURE	2201 N MESQUITE ST STE B
11/08/2021	24261-21-APP			Incomplete	DOUGHDY LLC	JUSTIN KARRENBERG	OTHER	2201 N MESQUITE ST, BLDG , LAS CRUCES, NM 88001
12/28/2021	24380-21-APP			Incomplete	RMC NM INC	NATALIE RICKS	RETAIL	304 WYATT DR, SUITE 1, LAS CRUCES, NM 88001
02/05/2022	24533-22-APP			Incomplete	LOS PRIMOS NURSERY LLC	LUIS SENA	LIVE PLANTS	110 N SOLANO DR, BLDG 1/2, LAS CRUCES , NM 88001
03/23/2022	24655-22-APP			Incomplete	THE HOT BOX	CARLOS CASILLAS	RETAIL	887 N MAIN ST
02/16/2022	24775-22-APP			Incomplete	PURLIFE	JON WOOD	RETAIL	2451 N MAIN ST
05/16/2022	24823-22-APP			Incomplete	EVERGREEN PRODUCTS LLC	NICOLE FUCHS	AGRICULTURE	9035 ADVANCEMENT AVE, STE F, LAS CRUCES , NM 88007
06/15/2022	24901-22-APP			Incomplete	QUEEN BEES COLLECTIVE	VERONICA GARCIA	RETAIL	600 S SOLANO DR, STE B, LAS CRUCES , NM 88001
07/26/2022	25027-22-APP			Incomplete	SANDIA BOTANICALS	MICHEAL HAWK	OTHER	2517 N MAIN ST STE A
09/12/2022	25148-22-APP			Incomplete	BOTANICAL INFUSIONS LLC	RAY VIGIL	RETAIL	390 N 17TH ST, LAS CRUCES, NM 88005
10/05/2022	25212-22-APP			Incomplete	BLUE WHALE ENTERPRISES, LLC	BYRON BUTCHER	RETAIL	504 E AMADOR AVE
11/02/2022	25302-22-APP			Incomplete	BLACK BLOOM LLC.	CHARLES CHAVEZ	WHOLESALE	2521 N MAIN ST
12/12/2022	25393-22-APP			Incomplete	LEO AVILES	LEO AVILES	RETAIL	3500 NORTHRISE DR
12/27/2022	25428-22-APP			Incomplete	REVERIE	ERIC MADRID	RETAIL	1025 EL PASEO RD
02/16/2023	25590-23-APP			Incomplete	NRG LYFT LLC	TARVIYA ROYAL	RETAIL	1790 W HADLEY AVE
06/17/2022	24912-22-APP			Inspection Phase	MYCBDPLUS LLC	SAM UKPEDINJAGBA	RETAIL	1030 EL PASEO RD
07/14/2022	24982-22-APP			Inspection Phase	R. GREENLEAF ORGANICS, INC.	RYAN ORDORICA	RETAIL	775 S TELSHOR BLVD
07/22/2022	25012-22-APP			Inspection Phase	CANNA*CO*LC	CORRINA STRAUSS	RETAIL	606 N MESQUITE ST
08/09/2022	25054-22-APP			Inspection Phase	CLOUD 9	ERICA ROMERO	RETAIL	3280 RINCONADA BLVD
08/24/2022	25100-22-APP			Inspection Phase	RMC NM INC	JOANNA BARYZA	RETAIL	3495 BATAAN MEMORIAL WEST

09/14/2022	25161-22-APP	Inspection Phase	SCORE 420	MATT KOPELMAN	RETAIL	2821 N TELSHOR BLVD STE 1
10/17/2022	25251-22-APP	Inspection Phase	Z-CANNA HEALTH EDUCATION AND WELLNESS	ZAHN	OTHER	1045 N MAIN ST
01/12/2023	25468-23-APP	Inspection Phase	YUCCA POINT DISPENSARIES	ERICKA LEON	RETAIL	1000 N MAIN ST STE A
01/27/2023	25506-23-APP	Inspection Phase	GANJA GARDENS LLC	CHRISTOPHER MENDOZA	OTHER	301 N SEVENTEENTH ST BLDG A
02/02/2023	25533-23-APP	Inspection Phase	BIG GREEN GROWERS LLC	KENT DAVIES	AGRICULTURE	250 S CRAWFORD BLVD
02/02/2023	25542-23-APP	Inspection Phase	NUBES	BRANDI GUTIERREZ	RETAIL	420 N CAMPO ST
02/03/2023	25549-23-APP	Inspection Phase	BRIGHT BLOOM	MERCEDES RUIZ	RETAIL	1625 S MAIN ST
02/06/2023	25557-23-APP	Inspection Phase	RARE ENTERPRISES LLC	COLE PILLEY	RETAIL	1455 HICKORY DR STE 3
02/15/2023	25584-23-APP	Inspection Phase	DESERT LOTUS ORGANICS, LLC	JESUS PALMA	RETAIL	2119 N MAIN ST
03/06/2023	25628-23-APP	Inspection Phase	OUTSIDE SMOKE, LLC	MADELEINE CLARKE	AGRICULTURE	1716 W HADLEY AVE UNIT D
03/14/2023	25657-23-APP	Inspection Phase	CEIBA FARMS LLC	JOSE ZAVALA	AGRICULTURE	505 N VALLEY DR
03/14/2023	25658-23-APP	Inspection Phase	HIGH ON LIFE LLC	HEROLD SHUMATE	HEALTH	555 N VALLEY DR
03/16/2023	25669-23-APP	Inspection Phase	HIGHER CULTURES LLC	PEYTON JOHNSON	MANUFACTURING	3497 BATAAN MEMORIAL WEST STE C
03/20/2023	25678-23-APP	Inspection Phase	THE KUSH HOUSE	RAY VIGIL	RETAIL	1960 N SOLANO DR
08/30/2021	24043-21-APP	Pending	HIGH DESERT GROWERS	RYAN MAJOR	AGRICULTURE	7330 SHANNON RD
09/15/2021	24080-21-APP	Pending	LA YERBA BUENA NM<	JOHN SERRANO	AGRICULTURE	401 N SEVENTEENTH ST STE 7
07/06/2022	24965-22-APP	Pending	URBAN WELLNESS	JORDAN REED	RETAIL	3830 E LOHMAN AVE BLDG 2
09/08/2021	24066-21-APP	Revisions Required	ORGAN MOUNTAIN WELLNESS LLC	SOMMER MARTIN	AGRICULTURE	205 W BOUTZ RD, BLDG 1, LAS CRUCES, NM 88005
09/13/2021	24103-21-APP	Revisions Required	DRAGOONS LAIR LLC	ELI SALCIDO	AGRICULTURE	3495 BATAAN MEMORIAL WEST STE D
10/07/2021	24174-21-APP	Revisions Required	ORGAN MOUNTAIN GROWERS, INC.	STEVEN BURLBAW	AGRICULTURE	430 N COMPRESS RD
10/10/2021	24177-21-APP	Revisions Required	ORIGIN GREENLIGHTS	REYES ESPINOZA	WHOLESALE	2001 COPPER LOOP STE 4
10/07/2021	24205-21-APP	Revisions Required	ELEVATED SOCIETY LLC	SERGIO FLORES	PRODUCE	375 N COMPRESS RD
11/24/2021	24304-21-APP	Revisions Required	IRON LUNG NM, LLC	MATT CHADWICK	AGRICULTURE	1655 W AMADOR AVE
12/04/2021	24326-21-APP	Revisions Required	TWISTED ROOTS FARMS	GREGORY SANDERS	AGRICULTURE	1790 W HADLEY AVE STE E
03/21/2022	24641-22-APP	Revisions Required	THE HOT BOX	CARLOS CASILLAS	RETAIL	1007 EL PASEO RD
03/30/2022	24678-22-APP	Revisions Required	THIS CANNABIS	ANTHONY LIRA	PRODUCE	1803 N VALLEY DR
04/13/2022	24723-22-APP	Revisions Required	ABOVE THE CLOUDS	VERONICA GARCIA	RETAIL	600 S SOLANO RD, SPC B, LAS CRUCES, NM 88001
04/26/2022	24759-22-APP	Revisions Required	SMOKEY ROAD FARMS	RYAN STRAND	RETAIL	500 W BOUTZ RD STE A
04/25/2022	24767-22-APP	Revisions Required	LOS PRIMOS FARMS	LUIS SENA	AGRICULTURE	110 N SOLANO DR, #1/2, LAS CRUCES, NM
05/02/2022	24774-22-APP	Revisions Required	HIGH HORSE	RUBEN AGUILAR	RETAIL	2000 E LOHMAN AVE STE B
05/12/2022	24811-22-APP	Revisions Required	HIGH HORSE	RUBEN AGUILAR	AGRICULTURE	1510 W AMADOR AVE STE A
05/11/2022	24831-22-APP	Revisions Required	THE BLOOM MANAGEMENT GROUP LLC	TRAVAUGHN COLWELL	RETAIL	615 E LOHMAN AVE STE A
05/23/2022	24841-22-APP	Revisions Required	OTC NM LLC	NORMAN YOUSIF	RETAIL	750 S MAIN ST
05/26/2022	24852-22-APP	Revisions Required	EVEREST APOTHECARY, INC	JAMES DARBY	RETAIL	1240 S VALLEY DR STE D
04/21/2022	24887-22-APP	Revisions Required	CINDER CANNABIS	JUSTIN PETERSON	RETAIL	4420 N SONOMA RANCH BLVD STE C
03/24/2023	25698-23-APP	Submitted	PREMIER HIGH LIFE	LEON HARRIS	RETAIL	1655 S MAIN ST
10/15/2021	24175-21-APP	Withdrawn	ORGAN MOUNTAIN WELLNESS LLC	SOMMER MARTIN	AGRICULTURE	205 W BOUTZ RD, BLDG 2, LAS CRUCES
03/04/2022	24603-22-APP	Withdrawn	JACKPOT DISPENSARY	JACQURIES WILLIAMS	RETAIL	1275 W PICACHO AVE
05/02/2022	24772-22-APP	Withdrawn	HIGH HORSE	RUBEN AGUILAR	MANUFACTURING	390 N SEVENTEENTH ST
05/02/2022	24773-22-APP	Withdrawn	HIGH HORSE	RUBEN AGUILAR	RETAIL	700 S TELSHOR BLVD STE 1502
05/02/2022	24776-22-APP	Withdrawn	HIGH HORSE	RUBEN AGUILAR	RETAIL	1128 S SOLANO DR
07/20/2022	25004-22-APP	Withdrawn	LOUD LEAFS LLC	ERIC MADRID	AGRICULTURE	2460 MISSOURI AVE
07/26/2022	25026-22-APP	Withdrawn	JACKPOT DISPENSARY	JACQURIES WILLIAMS	RETAIL	1275 W PICACHO AVE
09/28/2022	25195-22-APP	Withdrawn	THE KITCHEN	LEIGH ANN IVY	FOOD SERVICE	300 N MAIN ST, BLDG 4, LAS CRUCES, NM 88011
12/28/2022	25429-22-APP	Withdrawn	MESSILLA VALLEY BUDZ	DARNELL WINN	RETAIL	8493 S MAIN STREET ST, STE 1, MESSILLA PARK, NM 88047

Sec. 38-53. Conditional Uses

The following land uses are permitted in the zoning districts listed by complying with the specific conditions described. Other conditions and requirements, e.g., parking, walls and fences, that apply to all land uses are found in other sections of this Code. There also may be requirements in the Municipal Code with which specific land uses must comply.

Sec. 38-33H Above Ground Storage Tanks for Flammable and Combustible Liquids and Liquid Petroleum (LP) Gas (All zoning districts). Tanks shall be permitted only when meeting Uniform Fire Code requirements as adopted by the City of Las Cruces, when receiving approval from the Las Cruces Fire Department, or when receiving approval from the State of New Mexico LP Gas Bureau. This provision also applies to Contractor's Yard installations.

Sec. 38-33A Accessory Dwelling Unit (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, and R-1bM). (See Guest Dwelling in this section.) This use is intended to allow flexibility in existing and proposed housing designs in order to better accommodate family living arrangements which often result due to growing economic and social demands and/or impacts. Accessory dwelling unit means a self- contained living quarter containing independent kitchen (cooking/culinary) facilities attached to and under the same roof as the main dwelling, created by:

1. The conversion of an existing single-family dwelling, or
2. The addition to an existing single-family dwelling, or
3. The incorporation of applicable areas into a new single-family dwelling design which is subsequently constructed.

This use shall be permitted provided:

a) Owner of record shall reside in either the main or accessory dwelling unit for a minimum of six (6) months of each calendar year. Instances where non-residency occurs in excess of six months due to a legitimate illness or accident requiring hospitalization or special care shall be exempt from this provision; and

b) No more than one accessory dwelling unit shall exist per single-family dwelling/lot; and

c) Accessory dwelling units shall be created solely to accommodate those related to the family. Actual occupancy is subject to Item a) above; and

d) A maximum permitted increase to the size of an existing dwelling for purposes of an accessory unit shall be 30% of the heated/cooled floor area. No more than 30% of the heated/cooled floor area for new construction may be allocated for the accessory dwelling unit; and

e) Exclusive of the applicant's proposal, no more than 10% of single-family dwellings, in zoning districts that permit single-family dwellings, within a 500 foot radius of the applicant's property (measurement shall be from property line to property line exclusive of rights-of-way) shall have accessory dwelling units. If there are no appropriately zoned properties within the radius measured, the proposal shall be considered as meeting the 10% requirement; and

f) The lot/parcel proposed for such use shall meet the minimum area requirements of the zoning district; and

g) Every effort shall be made to avoid additional entrances or other visible changes on the facade of the house facing the street. Modifications or initial designs shall to the extent possible, conform to the overall design of the house. Exterior materials used for the accessory unit shall, to the extent possible, be of a compatible color, texture, and type; and

h) Accessory dwelling units shall retain direct internal access to the main dwelling in a manner that will allow easy reconversion back as part of the single-family unit (single kitchen). Accessory dwelling units created through an addition or designated as such in new construction, shall be connected to the main dwelling by a common wall(s). A minimum of four (4) feet, including a doorway at least three (3) feet wide, of the accessory unit’s common wall(s) length shall be used in the connection. Direct internal access to the accessory living areas shall exist through functional/integral living areas such as a living room, family room, main hallway, etc. Ancillary hallways, garages, laundry rooms, or similar areas shall not serve as the sole connecting facility; and

i) Landscaping shall be used, to the extent possible, to minimize the impact to adjacent properties; and

j) Accessory dwelling unit shall conform to Section 38-53, Off-Street Parking requirements; and

k) The accessory dwelling unit use shall be discontinued on the grounds of non-compliance with any applicable conditions, codes, or ordinances and thereby, require reconversion back as a single-family dwelling. A change in ownership of property where an accessory dwelling unit exists for a person(s) who is/are no longer a family member of the accessory dwelling unit occupant or a change in the intended accessory dwelling unit occupancy status shall cause said use to immediately become void. In such instances, it shall be the responsibility of the new/present owner to either apply for continued accessory unit use or reconvert the structure back to a single-family unit as required pursuant to all applicable regulations.

Sec. 38-33A Apartment (R-4). The residential uses identified may be used; however, in their use the minimum density threshold shall be met.

Sec. 38-33F Bank, Bonding & Financial Institution/Facility (Drive Thru including ATM & other electronic banking drive thru) (O-2, C-2, and C-3). Stacking lanes shall be provided and designed to insure that no bank or ATM traffic backs into the street giving access to the bank. Banks or ATMs shall have access to a major local or higher designated roadway. For stacking lane requirements, see Section 38-58.

Sec. 38-33A Bed and Breakfast (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, R-3, R-4, O-1, O-2, C-1 and C-2). This land use shall have direct access to at least a major local-designated roadway. In the EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, R-3, O-1 and C-1 zoning districts, the number of rooms is limited to eight (8). In the R-4, O-2 and C-2 zoning districts, the number of rooms is limited to fifteen (15). In application of Matrix 1, overall design of buildings and/or site design shall be consistent with the residential neighborhood, architecturally compatible with existing buildings or be architecturally compatible with building types normally found in the zoning district in which it is located. All parking shall be screened from view along any street.

Sec. 38-33G Cannabis Retailer (C-1, C-2, C-3). Cannabis establishments shall comply with all State of New Mexico regulatory and licensing requirements. Cannabis retailers shall be located 300 feet from a school or daycare, excepting commercial schools and schools of higher learning serving those 18 years and older. ~~Further, no cannabis retailer in C-1, C-2 or C-3 zoning districts shall be located closer than 300 feet to a single-family residential zone and shall not be closer than 300 feet to another cannabis retailer unless a special use permit is obtained per Sec. 33-54.~~ On-site consumption of cannabis is limited to indoors and is entirely prohibited in the C-1 zoning district.

Sec. 38-33G Cannabis Retailer (M-1/M-2). Cannabis establishments shall comply with all State of New Mexico regulatory and licensing requirements. A cannabis retailer in the M-1/M-2 zoning district is only permissible as accessory to a cannabis industry and is limited to 5,000 square feet of retail sales space or retail sales space limited to 49% of the total building square footage, whichever is less. On-site consumption of cannabis is limited to indoors.

Sec. 38-33D Cemetery/Columbarium (R-2, R-3, R-4). Any cemetery site shall contain at least five (5) acres and shall be located on a major local or higher designated roadway. A Columbarium shall be located on a major local or higher designated roadway with the lot size meeting the zoning district minimum lot size.

Sec. 38-33D Child Care or Preschool (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, MT, M1/M2 and M-3). Child Care Center, Group Child Care Home, Family Child Care Home, preschool, nursery school, day nursery, kindergarten and similar uses shall be in accord with State licensing requirements. Care of thirteen (13) or more children at one time is prohibited in the residential zoning districts listed. When provided in industrial zoning districts, Child Care Center shall be accessory to industrial uses and shall be within buildings of one of the industrial uses served. See Section 38-52, Home Occupation Business Registration, for babysitting

service/child care when twelve (12) or fewer children are cared for.

Sec. 38-33D Community Buildings - Uses: Public or Private (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, R-3, and OS-R). These uses shall be located on a collector or higher designated roadway. Structures or parking located within twenty-five (25) feet of a residential zoning district shall provide an opaque buffer consisting of landscape and walls or fences. Dumpsters or other garbage collection facilities shall not be located within twenty-five (25) feet of property used for residential purposes.

Sec. 38-33I Construction Yard or Building(s) (Temporary) (All zoning districts). Such yard or building(s), including a mobile home or recreational vehicle for a temporary residence or construction office, or any other facilities or arrangement approved by the Community Development Director or designee shall be removed upon completion of construction and in compliance with the Chapter 30 of the Municipal Code. Construction yards and buildings or any other facilities shall be maintained in a neat and orderly fashion. Open yards shall be enclosed by a fence at least five (5) feet in height.

Sec. 38-33A Guest Dwelling (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, and R-1bM). (See Accessory Dwelling Unit in this section.) No more than one guest dwelling shall be permitted per lot with a single-family dwelling. A guest dwelling may be attached to or detached from a single-family unit. The guest dwelling shall be no more than fifty percent (50%) of the main dwelling's heated/cooled square footage and shall not contain a kitchen. A guest dwelling that is not part of the main dwelling is considered an accessory building and shall meet the requirements for accessory buildings, including setback and size restrictions. A guest dwelling is to be used for temporary occupancy only and is not to be rented or leased. Properties using a septic tank may not have a separate septic tank for a guest dwelling.

Sec. 38-33H Parking Facilities, Commercial (Garages & Parking Lots) (R-4). Parking lots must be within five hundred (500) feet of any office, commercial, or industrial use or zoning district. The parking area shall be suitably landscaped, paved and drained, lighted, and maintained free of debris. (See Section 38-58)

Sec. 38-33E Park, Public and Private (All zoning districts).

- Neighborhood Parks: Generally, these parks will be up to ten (10) acres in size. Commercial amusements, circuses, carnivals, craft fairs, etc., shall be prohibited. Only recreational activities and neighborhood affairs, such as, concerts, may be permitted.

- Community Parks: Generally, these parks will be up to 100 acres, but not less than 10 acres in size, and should be located on a minor arterial or higher designated roadway. Recreational activities, concerts, craft fairs may be permitted.

- Regional Parks: Generally, these parks will be more than 100 acres in size and should be located on a major arterial. All types of recreational activities and high intensity uses (carnivals and circuses) amusements, concerts, and craft fairs may be permitted.

All uses proposed to be located in City parks shall comply with Chapter 20 of the Municipal Code.

Sec. 38-33G Private Club or Lodge (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, R-3, R-4, and OS-R). A private club or lodge shall be located on a major local or higher designated street. Structures or parking located within twenty-five (25) feet of a residential zoning district shall provide an opaque buffer consisting of landscaping and walls or fences. Dumpsters or other garbage collection facilities shall not be located within twenty-five (25) feet of property used for residential purposes.

Sec. 38-33J Public/Private Utility Installations, e.g., substations, waterwells, transformers, regulators, lift stations, telecommunication site (All zoning districts). The site shall be developed and maintained in conformance with the general character and appearance of the district, and such development shall include landscaping and suitable opaque screening in the form of a solid wall, fence or compact shrubbery around the entire perimeter of the lot or tract, or around the installation itself in cases such as transformers. A wall or fence may be up to ten (10) feet high.

Sec. 38-33D Religious Institutions (Over Ten (10) Persons)/Columbarium (All zoning districts except Industrial). Religious institutions, with or without a columbarium, shall be located on a major local or higher designated roadway. Structures or parking located within twenty-five (25) feet of a residential zoning district shall provide an opaque buffer consisting of landscape and walls or fences. Dumpsters or other garbage collection facilities shall not be located within twenty-five (25) feet of property used for residential purposes.

Sec. 38-33D Schools (K-12) Public, Private, Parochial/College or University/ Commercial, Trade or Technical (For zoning districts, see page Section 38-33D). Elementary, Middle or High Schools shall be located on a collector or higher designated roadway. Commercial, Trade or Technical Schools, College or University shall be located on a minor arterial or higher designated roadway. All sites shall have a minimum of one (1) acre. Structures or parking located within twenty-five (25) feet of a residential zoning district shall provide an opaque buffer consisting of landscape and walls or fences. Dumpsters or other garbage collection facilities shall not be located within twenty-five (25) feet of property used for residential purposes.

Sec. 38-33E Swimming Pool, Commercial or Public (All zoning districts except O-1, C-1 and M-3). A protective fence or wall no less than six (6) feet in height, measured from the highest abutting property, shall be provided which completely encloses the pool area, and the pool shall be no closer than twenty-five (25) feet from any property line. Approval from the electric utility is required to ensure safety. (See Section 38-60)

Sec. 38-54. Special Use Permits

A GENERAL PROVISIONS AND PROCEDURES. A Special Use is a use that is not permitted by right in a zoning district. A Special Use requires review and approval by the Planning and Zoning Commission to determine impacts on the surrounding area. The procedures for such approval are as follows:

1. PRE-APPLICATION PROCEDURES. Any proposed Special Use Permit shall first be reviewed at a pre-application meeting scheduled and held by the Community Development staff. The pre-application process shall be subject to the provisions provided for in Section 38-10 C. This meeting does not require a written application or fee. The results of this meeting shall not obligate the Planning and Zoning Commission or City Council.

2. APPLICATION PROCEDURES. An official application, including the Development Statement, for a Special Use Permit shall be obtained from the Community Development Department. Application requirements shall include, but not be limited to:

   a. A letter of intent stating the following:

      1) A statement of the purpose and use of the property,
      2) All property improvements to be made, and
      3) A development schedule indicating the approximate dates at which construction or phases of construction will begin and end.

   b. An accurate and complete boundary survey shall be made of the land to be developed. Property lines shall be shown giving the bearings in degrees, minutes and seconds. Distances shall be shown in feet and hundredths. Curved boundaries or lines on the survey shall provide sufficient data to enable the re-establishment of curves on the property. The location and description of all monuments set or found shall be included where applicable. If only part of the property is to be used for the Special Use, the limits or boundary of the Special Use shall be described in addition to the entire property.

   c. Site Plans. The site plans shall be at a scale that adequately represents the information as determined by the Community Development Director or designee. The plans shall be prepared on sheets of paper that are at least 8 1/2" x 11" in size. Copies provided shall be legible and of a good quality, with no limit to the number of sheets used. The plans shall indicate the following:

      1) Title of site plan.
      2) Total acreage of site.
      3) Date of preparation, north arrow, written and graphic scale.
      4) Identification of site by lot, block, subdivision, if applicable.
      5) A statement of ownership, signed by the property owner, that

complies with Section 38-10.C.8).

6) Name and address of property owner.
7) Name and address of applicant, if applicable.
8) Name and address of consulting firm or representative, if applicable.
9) Location and type of all land uses.
10) All site improvements with all setbacks indicated.
11) Dimensions of all buildings.
12) Existing and proposed vehicular circulation systems, including parking areas, storage areas, service areas, loading areas, and major points of access, including street pavement width and right-of-way.
13) A landscaping plan, to include the location, size, common name, and biological name of all landscaping materials.
14) Where applicable, pedestrian and bicycle circulation system, and its relation to surrounding circulation.
15) Where applicable, location and arrangement of all open space, common recreational space, and private open space.

d. Architectural renderings or artistic drawings. The drawings shall be prepared on sheets of paper that are at least 8 1/2" x 11" in size. Copies provided shall be legible and of a good quality, with no limit to the number of sheets used. The drawings shall illustrate the following:

1) All new development illustrating all exterior building materials and colors.
2) All new development illustrating relationships to neighboring uses, including site lighting.
3) Sign location, materials, color, size, shape, and lighting.

A drainage facilities plan, environmental impact statement and/or other items not listed above may be required by the Community Development Director or designee, or the Planning and Zoning Commission.

Application materials which are illegible and/or otherwise of a low quality will not be accepted.

A portion of the submittal requirements may not be required in all cases. Upon receipt of a written request justifying the deletion of required information, the Community Development Director or designee may waive any submittal requirement. The Planning and Zoning Commission may require additional items and resulting information in addition to the submittal requirements as per this section. Additional items and/or information requested by staff may include, but not be limited to, the need for early notification to a neighborhood group(s) and/or defined noticed area. Additional requests shall be justified in writing. The City Council may require additional information before acting on an appeal.

Special Use Permit applications processed via the IDP for residential uses may exclude the landscaping plan and schedule as part of the submittal. All landscaping

requirements of the City Design Standards shall be complied with at time of construction.

e. Copy of early notification letter to neighborhood group(s) and/or defined noticed area and copy of minutes (summary or verbatim) from any required meeting pursuant to Section 38-10 C. 1. (d) (v).

3. PUBLIC HEARING AND NOTICE PROCEDURE. A public hearing shall be held by the Planning and Zoning Commission for all Special Use Permits in accordance with the provisions of Section 38-10 of this Code.

4. REVIEW AND APPROVAL PROCEDURES. The Planning and Zoning Commission may deny a Special Use Permit request or may grant final approval including the minimum conditions listed in Paragraph 38-54B. Also, approval may be granted with additional conditions imposed which are deemed necessary to implement the Comprehensive Plan and Plan elements and to insure that the purpose and intent of this Code are met to protect and provide safeguards for persons and property in the vicinity. Appeal of a Planning and Zoning Commission decision may be made to the City Council in accord with the provision of Section 38-13.

5. TIME LIMITATIONS, REVOCATIONS, AND DEVELOPMENT STANDARDS. In addition to the imposition of conditions, the Planning and Zoning Commission may impose a time limitation on the Special Use Permit. If a Special Use is discontinued for a period of one (1) year, said permit shall automatically be revoked. If a certificate of occupancy and/or a business registration is not issued for the property with the Special Use Permit within two years from the date of Planning and Zoning Commission approval, or if appealed, City Council approval, the Special Use Permit shall be revoked automatically. All improvements shall be in accord with the development standards within the district, except as otherwise authorized by the Special Use Permit. There shall be no major revisions in the approved Special Use site plan, except as approved by the Planning and Zoning Commission, or if appealed, approved by City Council.

Any major revision proposed to the Special Use Permit and site plan shall require resubmittal of the Special Use Permit and site plan in their entirety. Minor revisions are those changes that are not major and may be approved by the Community Development Director or designee. Major revisions to the Special Use Permit and site plan shall include, but are not limited to:

a. Any change in land use,
b. Fifteen (15) percent cumulative increase in land use or building square footage,
c. Fifteen (15) percent cumulative increase in vehicular traffic on any roadway segment or intersection,
d. Any increase or decrease in size of the Special Use area,
e. Any reduction in screening, bufferyards and setbacks at the Special Use boundary line,

f. Fifteen (15) percent cumulative increase in the buildable area for structures including signs, and
g. Reduction or elimination of time limitations.
h. Renewal of the Special Use Permit.

6. RECORDING OF THE SPECIAL USE PERMIT. After approval, the Special Use Permit shall be issued by the Community Development Director or designee and shall include all information, conditions, reference to site plans, and other provisions of the Special Use. The Special Use Permit shall be filed in the Dona Ana County property records. The Special Use Permit shall not become effective until adequate evidence of filing in County records has been provided to the Community Development Director or designee. Approval of a Special Use Permit is not a zoning district change.

B. SPECIAL USES ENUMERATED. The following are special uses that may be approved by the Planning and Zoning Commission in accord with the provisions and conditions of this Section. The Planning and Zoning Commission may, at its discretion, impose additional conditions when deemed necessary. Such uses may be approved only within the districts stipulated.

Sec. 38-33G Adult Bookstore/Video Store or Adult Amusement Establishment (M1/M2, and M-3). These uses shall be permitted provided:

1. Such uses are located at a minimum of 1,000 feet from a property line of a:
   a. school;
   b. church;
   c. nursery/day care;
   d. public park or recreational facility; and
   e. residential zoning district;

2. These uses shall be permitted provided such uses are located at a minimum of 500 feet from the property line of a liquor establishment. The distance shall be measured from the Adult Bookstore/Video Store or the Adult Amusement Establishment to the property line of the liquor establishment; and

3. The operator of an Adult Bookstore/Video Store or Adult Amusement Establishment shall affix a sign to the exterior wall nearest the primary entrance to the structure in which such enterprise is located. Such signs shall be 36" x 18", shall have red lettering (letters shall be 2" in width and 3" in height) on a white background and it shall state as follows:

WARNING:

ADULT BOOKSTORE/VIDEO STORE.
THE BUSINESS WITHIN IS SEXUALLY ORIENTED.

or

WARNING:

ADULT AMUSEMENT ESTABLISHMENT.
THE BUSINESS WITHIN IS SEXUALLY ORIENTED.

4. Distance measurements shall include streets, alleys, channels, canals, other public rights-of-way and railroad right-of-way.

Sec. 38-33H Airport, Privately and Publicly Owned (C-2, C-3, M1/M2 and M-3). The Las Cruces International Airport (LCIA) property is zoned M-3(Conditional). The condition is that land uses will be in accordance with current City-Federal (Federal Aviation Administration) agreements and the adopted LCIA Master Plan. Parking, drainage, landscaping and other development standards are determined by the City Council through Chapter 7.5 of the Municipal Code, as amended, and Resolution 98-371, as amended. The LCIA Master Plan substitutes for a Special Use Permit. No special use permit is required.

Properties within 20,000 feet of an active runway at any airport will not be allowed to conduct land uses that would violate Federal Airspace Protection Regulations, including 14 CFR (Code of Federal Regulations), Part 77.

All other airports shall comply with 14 CFR, Part 77. Development standards, e.g., parking requirements, required runway paving standards, land uses will be determined as part of the Special Use Permit (SUP) review process. A Noise Exposure Study shall be submitted with the SUP application.

Sec. 38-33J Antennas, Towers, Communication Structures and Other Vertical Structures (All zoning districts). See Section 38-59.

Sec. 38-33E Amusement Park (Permanent)(EE, RE, REM, C-3, MT, M1/M2 and M-3). See Section 38-33E.

Sec. 38-33E Archery and Firing Range, Outdoor (OS-R, C-3, M1/M2, and M-3). See Section 38-33E.

Sec. 38-33G Auto/Truck Full or Self-Service/Automated Wash/Wax/Detailing (CBD). See Section 38-43.

Sec. 38-33G Auto/Truck Repair & Service (CBD). See Section 38-43.

Sec. 38-33A Boarding House (CBD). See Section 38-43.

Sec. 38-33C Brewery and Winery(EE and REM).

Sec. 38-43 Building Height over 50 feet (CBD).

Sec. 38-33A Campground (C-3, and M1/M2). See Section 38-57.

Sec. 38-33C Cannabis Microbusiness (EE and REM). Such uses shall be accessory to a primary residence and shall be located in a fully enclosed accessory structure located no less than 100 feet from adjacent residences excluding any residence on the same property on which the cannabis microbusiness is proposed. Cannabis products for retail sale shall be derived from those cultivated on-site. Parking minimums shall be based on the specific use(s) as outlined in Sec. 38-33.

~~Sec 38-33G Cannabis Retailer (C-1, C-2 and C-3). Allows decreased minimum distance requirement from a residential zone and/or from another cannabis retailer.~~

Sec. 38-33D Cemetery/Columbarium (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM and R-1bM). Any cemetery site shall contain at least five (5) acres and shall be located on a major local or higher designated roadway. A Columbarium shall be located on a major local or higher designated roadway with the lot size meeting the zoning district minimum lot size.

Sec. 38-33D Group Child Care Home (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM and R-2).

Sec. 38-33E Country Club, Golf Course and/or Driving Range (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, R-3, R-4, and OS-R). There shall be screening and buffering on property lines abutting residential areas and no structures shall be within fifty (50) feet of a residential property line. The parking areas for these uses shall have access to a collector or higher designated roadway. Country clubs within the OS-R zone shall be designed in concert with a golf course or similar large open area.

Sec. 38-33I Extraction of Raw Materials (Not to include Manufacture, Processing or Treatment) (EE, RE, and REM). Such uses shall be a minimum of four hundred (400) feet from a residential district boundary or from an existing residential property. Uses shall not create a significance nuisance due to noise, odor, pollution, traffic or other similar problems. See Section 38-33I.

Sec. 38-33G Gas Station (CBD). See Section 38-43.

Sec. 38-33A Halfway House (EE, RE, REM, R-1c, R-1a, R-1b, R-1cM, R-1aM, R-1bM, R-2, R-3 and R-4).

Sec. 38-33H Heliport/Helistop (EE, REM, R-4, O-2, C-2, C-3, M1/M2 and M-3). Use shall be in accordance with federal Airspace Protection Regulations, including 14 CFR, Part 77.

Sec. 38-33C Racetrack, Animal/Rodeo Arena (EE, RE-Mobile, C-3, M1/M2 and M-3)

Sec. 38-33E Racetrack, Auto/Truck (M-3).

Sec. 38-32D Single Business/Use (Non-Center) - Increased Square Footage Above Maximum (C-1 and C-2). Additional square footage not to exceed 2,000 may be granted in the C-1 district. Additional square footage not to exceed 6,000 may be granted in the C-2 district.

Sec. 38-33E Sports Complex/Stadium: Baseball, Football, Soccer, Softball, Track, etc. (EE, REM, C-3, M1/M2, and M-3). Parking and structures shall be located a minimum of three hundred (300) feet from any residential zoning district boundary.

Sec. 38-33J Waste Transfer Stations/Sewage Treatment Plants (M1/M2 and M-3). Use shall be located at least 300 feet from any residential zoning district boundary.

Sec. 38-55. RESERVED

10.1 Code Amendment: Amendment of the Las Cruces Municipal Code Sections 38-53 Conditional Uses and 38-54 Special Use Permits for the purpose of eliminating the 300-foot buffer requirement between individual cannabis retailers/microbusinesses and eliminating the 300-foot buffer between cannabis retailers/microbusinesses and single-family zoning districts.

Kaiser: So we'll jump on into new business. And item 10.1, which is an amendment to the Municipal Code related to the 300 foot buffer requirement between cannabis retailers and single-family zoning districts.

Weir: Mr Chair and Commissioners. This case relates to amending the cannabis requirements that were adopted initially. And so what I'll do is give you a little bit of a background of how we got here today. If you recall, in April of 2021, the State of New Mexico adopted their cannabis regulations to allow the sale of recreational marijuana or cannabis. In September of that year, the City of Las Cruces adopted their Zoning Code requirements to regulate that. And in April of 2022, the actual sale of cannabis began. The State statute basically it gave local municipalities the ability to regulate time, manner, and place, and the density of recreational sales in the community. But what the state statute also did is did not allow any restrictions on the transportation, the prohibition of the operations, prohibiting the signage for those businesses, requiring relocation of existing uses, or prohibiting personal use or prohibition. So those are kind of the guidelines that we developed our ordinances in.

As far as where those uses are allowed within the City, the cannabis retail and some of the micro business uses as defined by the ordinances are in our commercial districts, C-1, C-2, and C-3. More of the manufacturing and industrial type of uses were allowed in our

manufacturing, specifically the M-1/M-2, and M-3. And then research related to the cannabis industry was in our MT, which is our manufacturing technology district. And again, the M-1, M-2. There was also the micro businesses allowed in the rural areas. So the E is our equestrian estates, and the REM is our rural estates mobile zoning districts. And so those are allowed with a Special Use Permit. Basically, the use is proposed, the Planning and Zoning Commission determines if there's any conditions that need to be placed on those to operate.

The other conditions that were put in the City's ordinances were that all cannabis uses had to be 300 feet from a school or a daycare. And then they also put in provisions in our commercial districts that they needed to be 300 feet from any residential zone, and also 300 feet from other cannabis retailers. There was a provision that if they were wanting to locate closer, they could go through the Special Use Permit, and the Planning and Zoning Commission could approve those uses at a reduced buffer. There's also provision that in our C-1 which is our smallest or neighborhood commercial zone, that there would be no onsite consumption. Again, some of the provisions that we had in here, that they could be accessory to a retail sale and the provisions that were provided. And then also, as I already mentioned the Special Use Permit provisions for the rural areas.

One of the reasons that we're coming forward with this amendment tonight is that we have had some issues related to the buffers. There are uses that you could say that are similar to cannabis that do not have any buffers so that you're treating similar activities in a different fashion. To date we've had numerous of these businesses open, and we had no complaints in regards to it. There has been issues that providing locations for people to begin their business. So there has been some issues

related to that. There was also brought up that residential is allowed in your commercial districts. So you're treating residential uses differently. If you live in a commercial zone, you can have this use close to you, if you're in a single-family zone, there's a 300 foot buffer. So there's that disparity that was taking place. Also, just to note, there have been at least 15 Special Use Permits, I believe you have one on your agenda this evening. And all of those have been approved by the Planning and Zoning Commission. And like I said there are several more of those that are on the docket that if the amendment is not approved, you will see.

This is just kind of showing you the areas that are zoned commercial, where the buffers are and so how much of the City is buffered from those uses. And they are filling up fast, I guess would be the observation. So what staff has done and we were directed by the City Council to propose an amendment to this. We're proposing that we eliminate the 300 foot buffer from business to business, and also from the single-family zones. We also are recommending to eliminate the Special Use Requirement when those buffers cannot be met. So I guess in general it's keeping the 300 foot buffer from daycares and schools but it's eliminated it from all other uses. And so we're basically treating cannabis as a retail use within the City.

Just the findings that you can use if you support this amendment. Basically, Las Cruces has the ability to regulate the time, place, and manner of cannabis uses. The amendments are in alignment with Elevate Las Cruces. To date with the uses that have opened in the City, we have not seen any impacts. And if they are, they're ones that are associated with other retail uses. And again, back to several of the commercial areas are back to single-family residential zones and so you kind of have that disparate treatment

between residential areas and commercial corridors and the other residential areas. For all of those reasons, staff is supporting the amendment and recommends that the Planning and Zoning Commission make that recommendation to City Council to amend the Zoning Code. And you have your standard options here. And then I'll be welcome to stand and answer any questions you may have.

Kaiser: Great. Thank you. It's only been 15, I feel like it's been 100. Any comments from Commission or questions?

Acosta: I would just like to add that, yes, I'm on top of the 15 there, and the more common that I think just generally going and you know driving even around town and everything. As you see the cannabis businesses, I think I do see the streets honestly just improving around them. And I'm seeing the businesses give back and be a part of the community in all the regards. I haven't seen anything but true healing so far from probably just you know the first year, year and a half. And that's kind of my support on top of that. Keep the positive going.

Kaiser: Commissioner Smith.

Smith: I just want to add you know it's been a year since cannabis sales have been approved for sale in the City. And as Commissioner Acosta said, you know we have seen very limited negative impact on communities and other retailers. You know I knew we'd get to this point at some time. You know it's been a year and I've always looked at it as you know having one bar next to another bar or one restaurant next to another bar. And you know the competitive nature of any type of retail business was going to bring us to this point. So you know I knew it would get here at some point. And here we are.

Kaiser: Thank you. And before we open it up to public comment, I just want to kind of clarify a key

point here, because I think it kind of gets lost in the code jargon. But what we're talking about tonight is there's already, the buffer exists, but there's an option to get approval within the buffer. And those 15 applications that were referenced by staff, those were all applicants that came forward requesting to establish their business within the 300 foot buffer. And this Commission, except I think, with the exception of one or two cases have unanimously approved that. So even if we were to not approve this code amendment tonight, I don't think that changes what's happening or has been happening over the last year. So I just want to clarify that point that this is actually going to make it easier for staff, it's going to lower the burden, it's going to lower the administrative burden for applicants. And so I just wanted to clarify that and looks like, do you have comments?

Nichols: Yes. Thank you, Chairman. Larry Nichols for the record, Community Development Department. One might ask themselves, why would an amendment like this come about? What we discovered as the cannabis industry began to develop, we are now at about I think roughly 130 applications and they are on various stages of review. About 50 have been approved. We have others that are pending, waiting additional information. There have been a few that have withdrawn of that total figure. But what we discovered was as the applications came in, that nearly every one of these businesses are not building new structures. They're occupying existing structures that were commercial structures primarily and that were vacant and available for either purchase or lease or rent. And so those existing structures oftentimes were adjacent to residential neighborhoods, or they were adjacent, in close proximity to one and another. And so that is one of the reasons that we've had as many Special Use Permit requests that we've had because of them occupying existing structures.

The other item is that I believe we're going to continue to see this type of development. We found out that there is a successful market out there for this industry. And so I think that will encourage more businesses to establish themselves. But those are some of the reasonings behind the reasoning for this amendment being presented this evening and why we are where we are at this time. Thank you, Mr. Chair.

Kaiser: Thank you. All right, we will go ahead and open it up to public comment.

Acosta: Commissioner Kaiser. Sorry to interrupt. Can I add one more thing?

Kaiser: Please.

Aca I just wanted to add on to what you said actually. Just for the record about pretty much our you know public tax dollars going into City staff and all the hard work that everybody's putting into all of this. I think we have a terrific case study over the last year to see some positive stuff and to free up some friction in some places going forward. As far as Elevate Las Cruces is concerned, I think this super helps get to those points that we want to be. So thank you.

Kaiser: Thank you. Okay, we will go ahead and open it up to public comment. So can I get a raise of hands if there's anybody in the audience that wishes to speak on this item? I see one hand., so please come forward. And please state your name for the record so I can swear you in?

Ruprect: Give me a moment here. My name is Jo Ruprect. I'm speaking as a resident of Las Cruces since 1985. I have a prepared statement if I might, I believe it runs under the three minutes allowed.

Kaiser: Okay. And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Ruprect: Yes, in my opinion.

Kaiser: I will give you three minutes. Please go ahead.

Ruprect: Thank you. Mr. Chair, Commissioners. As a Las Crucean since 1985, I respectfully offer these comments. For a number of years I've been an advocate for animal care and welfare. When the City's Animal Control ordinance was thoroughly revised a few years ago, several of us immediately identified mistakes and omissions in the revision. We were told by any City official whom we approached that our concerns would have to wait until the revision came up for scheduled review five years after enactment. Animal advocates, caretakers, and the animals too were made to wait, and five years was a long time to wait. In part we were asked to wait for research into how that revised ordinance was functioning.

Let's turn to a situation before you today. The recreational cannabis industry has been operating in Las Cruces for a single year. City ordinances regulating the industry were thoughtfully crafted to include limitations on the location of cannabis sellers in relation to residences, schools, etc. Little or no research on the effects of the cannabis industry on Las Cruces exists, unless we categorize anecdotes from the industry as research. And yet, you on Planning and Zoning are discussing a significant change to the rules. You are looking at dropping the 300 foot buffer between a cannabis business and a residential area. We already have something on the order of 47 licenses as Mr. Nichols noted, nearly 50 issued to cannabis related businesses, many others are in the pipeline. Most of these that are currently licensed are located near older residential areas of Las Cruces. We can't stop the City from chasing the revenues and jobs

generated by this industry. But we can ask a minimum of respect for our neighborhoods. Please do not alter or drop the 300 foot buffer from the ordinance.

And I want to reply to the Commissioner on my left is that while the industry is asking these favors of us, we're asking this as a matter of respect from the industry. I would ask this of any industry that was proliferating at this pace in this City, because this many businesses makes us the Green Capital, which is not a bad thing necessarily. But it is an industry that has already got predictions of collapse, where many of these buildings that Mr. Nichols has mentioned as having been vacant and unused, will go vacant and unused again when the industry overpopulates itself. Thank you. Any questions?

Kaiser: Thank you.

Ruprect: Thank you.

Kaiser: Thank you. All right, coming back to the Commission. Before we do any final comments or questions for staff, again I just want to reemphasize that the ordinance as it stands now does not prohibit these businesses from entering within a 300 foot buffer, it simply requires them to ask for an additional permission from this body. And this body has time and time again approved those. So just wanted to emphasize that. Even if the buffer remains, it doesn't necessarily prohibit these businesses from going in within 300 feet. So any final thoughts or questions from the Commission?

Acosta: Just to address the final thought about the collapse of the market. I think New Mexico's in a unique situation where we are not a limited license state as far as that is concerned, where there is a free capital market in the cannabis industry, and to those degrees we are a use case of a state in that regard for the buildings

going vacant that are getting you know redesigned, renovated, and taken up another level. All those businesses are putting their all and efforts into all that and I do appreciate that. As far as are we continuously approving this and spending a lot of time and you know City staff research overall to something where we are getting a very good case *(inaudible)* on, I do believe that is the case. So that is why I am in favor of this.

Kaiser: Okay, I'm looking for a motion.

Vega: Make a motion to approve item 10.1, the code amendment.

Bennett: I'll second.

Baum: Board Member Smith.

Smith: Yes, based on staff recommendation and compliance with Elevate Las Cruces.

Baum: Board Member Bennett.

Bennett: I vote to approve based on staff recommendation, this meets the Cannabis Regulation Act, and Elevate Las Cruces.

Baum: Board Member Acosta.

Acosta: I vote to approve, yes, based on staff recommendation and history of the context of the entire request here.

Baum: Board Member Vega.

Vega: I vote yes based on staff recommendation, hope to see a reduced administrative burden to staff, and the Commission.

Baum: Chair Kaiser.

Kaiser: Yes, based on staff recommendation and consistency with Elevate Las Cruces.

Baum: Motion passes.