CITY COUNCIL
AGENDA

Monday, April 7, 2025 at 1:00 PM

Council Chambers

Mayor
Eric Enriquez

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Becki Graham
Becky Corran
Yvonne Flores

CITY OF LAS CRUCES

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CONSENT AGENDA

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

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1. OPENING CEREMONIES

1.1. Pledge of Allegiance - Councilor McClure.

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

1.3. Jobs of the Week.

1.4. Pets of the Week.

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

3. PUBLIC PARTICIPATION

4. ACCEPTANCE OF AGENDA

5. CITY COUNCIL MINUTES

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5.5. Regular City Council Meeting of March 17, 2025. 60 - 78
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6. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA

6.1. RESOLUTION NO. 25-110: A RESOLUTION REPEALING RESOLUTION NO. 19-188 AND ADOPTING THE STATE FUNCTIONAL RETENTION AND DISPOSITION SCHEDULE. 79 - 128
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6.2. RESOLUTION NO. 25-111: A RESOLUTION AUTHORIZING AN UPDATE TO THE VEHICLE ACQUISITION PROGRAM. 129 - 139
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7. RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION

7.1. **PUBLIC HEARING REQUIRED**. RESOLUTION NO. 25-112: A RESOLUTION APPROVING THE REQUEST FOR A RESTAURANT A – BEER AND WINE ONLY LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY TO CORAZON DE ORO, LLC., D/B/A CORAZON DE ORO, LOCATED AT 1300 EL PASEO ROAD, SUITE 302, LAS CRUCES, NM. 88001. 140 - 159
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7.3. RESOLUTION NO. 25-114: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET. 172 - 357
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7.5. RESOLUTION NO. 25-116: A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND SIERRA NORTE DEVELOPMENT FOR AN IMPROVED 373 - 392

NEIGHBORHOOD PUBLIC PARK CONSISTING OF 3.182 ACRES KNOWN AS TRACT C OF METRO VERDE EVOLUTION PHASE 2 IN AN AMOUNT NOT TO EXCEED $959,449.

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7.6. RESOLUTION NO. 25-117: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT BUDGET ADJUSTMENTS FOR THE SPORT FIELD LIGHTING REPLACEMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024-25 BUDGET AND THE FY2025 CAPITAL IMPROVEMENTS PROGRAM (CIP). 393 - 408

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7.7. COUNCIL BILL NO. 25-020; ORDINANCE NO. 3091: AN ORDINANCE REPEALING AND REPLACING CHAPTER 7, ANIMALS, OF THE LAS CRUCES MUNICIPAL CODE (LCMC). 409 - 506

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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).

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11. CITY MANAGER REPORT

12. ADJOURNMENT

MINUTES
City Council
Monday, March 3, 2025 @ 1:00 PM
City Council Chambers, City Hall

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

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR FLORES.

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

Mayor Enriquez introduced a video created by Visit Las Cruces.
Short video shown.

1.3 JOBS OF THE WEEK.

Sarah Raney, America's Job Centers presented Jobs of the Week.

1.4 PETS OF THE WEEK.

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

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

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Robert Butler, Member of the Public said I am going to start off with a positive, and then I am going to the body and close with a divine closing. I am here to talk about the Holy Trinity. First in line is Chief Story. Next in line is Chief of Fire. He is going to the Moon with Chief Story. Now I am going on the body. Mayor, may I address your Council please? Councilor Flores, you have my vote. You will be a two term Governess of New Mexico because you are a woman. Now it is very important, I had a very illustrious three weeks thank you to Chief Story and his staff. I wanted to say that there are a lot of outstanding people.

Lynn Moorer, Member of the Public said I formerly practiced environmental law in Nebraska. I'm what Councilor McClure, my councilor regards us as just riffraff, simply because she disagrees with me on the issue I will discuss today. I have recently learned that she considered a lot of good Las Cruces citizens who provide comments to you as just riffraff, in her words. I am proud to be in that discarded category along with the other good people of Las Cruces. Four months after the original letter in English was sent out to property owners in Las Cruces announcing the new Lead and Copper Rule improvements a letter has finally been sent out in Spanish, unfortunately the letter and the destinations in which it directs citizens to find information are flawed. Not a single website to which the letter directs readers is in Spanish. This means that Spanish only readers who have computers can try to hunt down any of the websites will find they are shut out of the information on them. No direction shows Spanish only readers how the page might be translated. Someone who called the number listed in the letter experienced a sixteen-minute wait before a live person came on the line. This person did not speak Spanish. There was another two minute hold before a Spanish speaker came on the line. I don't know many busy people who are willing to wait 18 minutes on hold. The Spanish speaking Utilities person then made statements inconsistent with information previously issued by the city. The letter says that by calling the number the caller can obtain information about potential financing solutions to assist property owners with replacement of lead service lines. When the caller asked about financial help, they were told the letter doesn't say you get any financial assistance. This contradicts what the letter plainly says of what is inconsistent of what EPA requires so the caller was turned away with no help. The Utilities person also said that the city is testing city owned pipes only not privately owned pipes. This is inconsistent with the rule and not what utilities personnel stated during the November 18th city council briefing. At that time the representatives said that the city would test all unknown pipes. So, after an 18-minute wait to speak to a Spanish speaker the caller was provided information that does not match the information on the letter, nor does it comply with the rule plus they were given information that contradicts what Utilities personnel said at a previous public meeting. This is a abysmal performance by the city. It adds to the deficiencies outlined at previous city council meetings regarding the questionable performance of utilities personnel. This includes the inadequate technique the city uses to determine what pipes are made of, a technique that goes to the heart whether the city is accurately identifying all lead piping that must be replaced. It is concerning that the city seems to be demonstrating that it is both incompetent and uncaring about whether it fully complies with the new Lead and Copper Rule improvements and whether it truly meets the public health needs of all of those who drink Las Cruces water.

Tito Marquez, Member of the Public said after three months of refusal to do so the

notification letter regarding EPA's new Lead and Copper Rule has now been sent out in Spanish. The city's communication about the new rule continues to reek of unequal treatment. The letter relies heavily on links to websites to spell out information. The glaring problem is one that has been brought to the city management's attention previously. None of the websites are in Spanish, not one word. No non-English reader is given any clue as in how to translate the page. The place to click just says English. Few non-English readers will be able to understand that. On top of that many non-English speakers don't have computers. They might have a smart phone. The setup of the city's website reeks of difficult to navigate on a smart phone. I can't see any non-English speaker being willing to try to navigate it. City Manager Ikani has been proudly talking about a little video the city created to show how to determine what your pipe is made of. This video continues the bias treatment of Spanish speakers. The video is entirely in English. The up shut is that a significant chunk of information about the new Lead and Copper Rule continues to be inaccessible to Spanish only speakers in Las Cruces, a majority Spanish community. The fact that City Manager Ikani still after 3 months fails to assure that Spanish only speakers are treated equally and have the same access to all the critically important information regarding public health as English speakers now seems intentional. This serious injustice must be rectified. If the city uses a website, it must be redesigned to make it as clearly understandable in all respects for Spanish only readers as for English readers to fully inform Las Cruces water drinkers who don't have computers the city must send out much better designed letters that spell out information in more detail using visual aids as well as providing more clearly written text. It is hard to believe that the City of Las Cruces can't do a much better job of communicating all the important information related to this new rule other cities do.

Margarita Porras, Member of the Public said my address is 230 Mojave, Zia Shadows Trailer Park. Back in September we got a letter that we are going to have a fee of HOA. I think it is like $80. I am not too sure, but I have been here since 2016 and we never had this issue before. They put in gates that they have not been working for over a month. They lock to go out of the trailer park, but they don't work to go in because they are broken the whole time. So, we have to pay this fee. It is 24 homeowners of this trailer park. This company is going to making roughly $20,000 a year for these 24 homeowners. So, I don't think it is fair for us to have to pay since a lot of the owners are low income, fixed income, social security income so I don't think it is fair for us to be paying these fees for an old, old trailer park. My daughter has a gated community, beautiful gated community, new houses, new gates, beautiful you name it. If you go by Zia Shadows and you see the trailer park we don't have a nice park, we don't have a swimming pool, we don't have anything. That park, nobody uses that park because there is nothing except for the tables and trash cans. So, I ask for you guys to look into this issue and help us out. Melissa is here too, and I would appreciate it if you could help us with this issue.

Jim Hoerst, Member of the Public said I want to talk about what the law of separation of church and state means. It means that the church has no authority in or over our government. It means that the bible is not grounds for public policy or law. It means all beliefs have equal status before the law, even atheism. If separation of church and state is truly observed the state would neither affirm nor deny the existence of God. Yes, I realize that the recognition of God is a common practice in America today. I

recognize that it is even in the New Mexico Constitution, but I also declare that it is a contradiction to the sentiments of our state and national constitutions. Many of these traditions began at our founding in the late 18th century. Fortunately, religious beliefs are not the same now as they were at the beginning of the 21st century. We are free to discard the religion in religious rituals of the past. They are not sacred. American religious beliefs have changed. Traditions are ours to make or break as we choose. Why is the principle of separation of church and state so important? The first right mentioned in the Bill of Rights is the non-establishment clause. Congress shall make no law respecting the establishment of religion. It protects our government from being entangled in religious disputes, from being co-opted by those who use their offices to promote religious beliefs and interests. What does all this mean to the city council? It means that you should give no weight to religious privilege. Claims that America was founded on Christian principles that our founders were Christian, that the USA is a Christian nation, and the like are examples of claims of religious privilege. If you honor the first amendment, then you can give them no weight as you deliberate laws and policies for our community, that is if you intend to honor your commitment to the Constitution. That is what our Constitution says and is what our founders meant. Don't let the dominionist, the Christian nationalist, and MAGA tell you otherwise.

Juan Garcia, Member of the Public said I want to thank Councilor Corran for her comments during the last meeting regarding citizens should demand more from public officials even if they offer them or not. I appreciate that comment. New Mexico progressive politicians consistently vote along ideological lines rather than for the whole community interest. Recent examples, they tried to restrict legal gun ownership again, SB 279 and burden gun store operations, SB 318. They pushed to normalize abortion as a pregnancy outcome option to our teens by adding to middle school education curriculum, SB 258. They watered down the omnibus crime bill, HB 8, that was passed only when the Governor intervened. Follow the trail of votes over the last few years and Representatives Ferrary, Rubio, Cadena, Lara, etcetera consistently favor lax laws. Favoring the criminals instead of all the victims of crime. So, if we are disappointed with the results of the crime bills, we shouldn't be. There is a pattern. Elections do have consequences, and we are paying for the last election. They blocked HB 104 which would have increased penalties for crimes against police officers in their executions of their jobs. In my opinion there was a wrongful conviction of an LCPD officer for executing his job. I have followed this case relying on published articles from the time it happened. Actions have consequences. Had there not been a theft or resistance to police where this incident occurred? We probably wouldn't be speaking on this today. From KFox today, why the refusal of the court to allow toxicology results into the trial? If in fact the deceased was high on meth, that could be a game changer since it is well established meth may cause violent behavior. The following is a quote from KFox, "officers who make a split-second decision to protect themselves or their partners now they could be charged, convicted, and sent to prison. How does that make sense? We trusted the justice system to do the right thing, to protect officers who follow their training, who do their jobs but in my opinion, this was political and I think a lot of people in this community feel the same way". And this is from Mrs. Lunsford, and this was in today's KFox article. We, myself, agree and support the effort to overturn what we also consider to be a wrongful conviction.

Eddie Thomas, Member of the Public said I want to ask you why you are hell bent on

destroying the American dream. Of course, I am referring to your new zoning code ordinance that eliminates single family residences in Las Cruces proper. What do you have against us that you have such disregard for the very people that pay the lion's share of property taxes. What did we do to deserve your disdain? It is misconception that self-contained apartment/shopping strip neighborhoods you hope to create will produce less carbon emissions. Apartment dwellers drive cars too. They are also much less likely to own electric cars as they are expensive. Do you plan to install charging stations in the parking lots of every complex? That will surely add to the cost of rent. Do you think apartment dwellers all drive bicycles or walk to work and school? You have made some serious miscalculations and false assumptions. Concentrating the population in stacked dwelling units will only increase the traffic and congestion in that area. Why don't you just continue permitting the apartment complexes in the outlying areas of the city and leave us single family home dwellers alone. I have nothing against apartment buildings as long as you don't destroy single family neighborhoods to do it. Single family homeowners bought their homes on the premise that the neighborhood they bought their homes in would remain single family neighborhoods. You are essentially reneging on the deal we struck when we purchased our home. The relative peace and quiet and safety in the neighborhood is part of the deal now you are changing the terms, that is not right. Owning a home is the hallmark of the American dream. Living in a rented apartment is not. The truth is that nobody on this dais knows what affect this is going to have on property values but I can assure you it is not good. Why can't you just create the code you want for apartments with shopping enhancement without eliminating the one for single family home neighborhoods. We want separate residential and commercial zones just the way they are. We don't all think like you. This is something that should be put to a public vote to let us decide if we want. We want our freedom and independence to be homeowners. This is what America has always been about. Don't destroy it. Stop being bullies. It is just short of tyranny to eliminate a class of residents in favor of another. We are not racist. We are hard working Americans of every color and creed.

Raquel Gonzalez, Member of the Public said I am one of the owners of the Zia Shadow's space over there like the other lady. I am here because I received a letter also and I am not willing to pay anything to them because I bought this property twenty years ago and in twenty years, they haven't asked me for nothing. I know these people are new owners and that is what they are trying to do, charging us because they are going to do a swimming pool. I am not willing to pay them because since all that time I have been owner nobody has bothering me with that. Plus, I pay my taxes. They don't pay my taxes. I do pay them, so if they keep going with that idea, I may sell it. I will do whatever I have to do but I am with these people, and we are not willing to pay nothing.

Lisa Grande, Member of the Pubic said a lot of changes are underway in the United States. We are seeing everyday hundreds of executive orders and actions being taken away in Washington which have a direct impact on the financing of the services and the programs that many of us depend on. Impact us at the state level and city level. It is very hard for a lot of us who are concerned citizens to understand what those changes mean for us. I have looked on a number of the websites that relate to Las Cruces trying to see what an executive order that was issued last week by the new administration in Washington means for us here. You can't find that information

but there are other cities that are doing a better job with that. So, I would like to raise for the consideration for the council the responsibility to help educate those of us who live here on what the new executive orders, the new steps that are being taken in Washington mean for all of us.

Melissa Rhodes, Member of the Public said I am also one of the families that own a home within Zia Shadow Mobile Homes. The problem is that Zia Shadows was purchased by Three Pillars Communities which is an investor company. Zia Shadows consist of 178 units. This investor company owns 154 of these units. Since Three Pillars owns most of the properties, we the 24 families that own the remainder of the properties have lost all our rights within Zia Shadows. Our voice and our vote no longer count. At any moment Three Pillars can increase the price of their HOA fees to a monthly amount that is unreachable to the 24 families and there are no laws to stop them. That is why we need our government to step in and sponsor a bill or create regulations for these types of situations. We demand protection for New Mexican homeowners whose properties fall under the New Mexico Condominium Act. We believe that Zia Shadows is the testing ground when it comes to rich corporations buying large quantities of homes within these types of neighborhoods. I invite all of you to come take a drive in Zia Shadows and see for yourself if this neighborhood lives up to the expectations of a HOA. First off, the gates are broken, and these gates have only been running for a month. Now Three Pillars wants to charge us for repairs or possible replacement of a job they did not get done correctly in the first place and that is not right. Since Three Pillars uses employees, equipment, and the office to run their private rental business I have requested documentation to ensure that we are only paying for the common elements, and our money is not going to help them run their private business. They have not provided any of the information that I have originally requested on January 7th. I have reached out to the city, county, state, Angelica Rubio, Gabe Vasquez, the Las Cruces District Attorney, the Attorney General in Santa Fe and we just got the run around. We get sent off by these people to Legal Aid, Southern Poverty Law, HUD for help and these organizations end up telling us that they cannot help homeowners in these situations. The burden is then placed on us hiring expensive attorneys that end up just taking our money and not doing anything. We need this to change, and we demand that our government protect taxpayers' homes from fraudulent situations like the one we are living in. There is no way the city of Las Cruces can claim that they are addressing the housing crisis if it is not addressing the uncomfortable elephant in the room which is the investor companies buying up homes and threatening to take away New Mexican homes. It is important to mention that of the 24 homes affected the majority belong to seniors who live on a limited budget. We are here today to give us solutions and not send us knocking on other doors for help.

Josh Allen, Member of the Public said I live in Zia Shadows as well. To shine some light on things. I have been there 22 years and for like the last 12 years we have not had an HOA. So now we have a HOA, and they are demanding all these fees. So, all these years we have lost all the amenities. We are considered a condominium, which we are not, it is a trailer park. We used to have common areas which was a club house, a playground, and a pool. The pool has been filled in. We are not allowed to use the club house and there is still a playground. So, they are asking for all these fees. Especially these elderly people who are on fixed income. It is going to keep

raising and raising. So, we did have a meeting. We all voted which we have our twenty something votes, and the guy pompously says well I own 157 and I submitted yesterday, I am the President. I don't see how they can keep raising and raising these fees without us having a say and that is where we are at.

Maria Cortez, Member of the Public said I live too at Zia Shadows. This Condominium Act was created without any regulations. We want a change. In some articles we need the city and state government to help us citizens from Las Cruces when living in low income. Several of us live on only social security check like myself, I only receive a month $825 for all month and they are asking now for me to pay $67 a month. They would like from this community of Homeowners Association they change because we are living every day in fear, threats, thinking if we are going to have a home in the future if we are not able to pay for what they are asking for us to pay every month. That is amount is going to be rising for whatever they want the amount. We will have to choose between to eat or pay the money they are asking to pay for us to keep our home safe. All of this Condominium Act is a fraud, extortion, abuse taken of a trailer park of low income residents on their Condominium Act covered up like it was a family community. We demand that you the city to make change in the articles because they are not transparent with us since the day they bought the property. We hope you can help us, like me, I am an old person that lives on social security check.

4. ACCEPTANCE OF AGENDA

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to accept the agenda as presented.

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

5. CITY COUNCIL MINUTES

5.1 REGULAR CITY COUNCIL MEETING OF FEBRUARY 4, 2025.

5.2 WORK SESSION OF FEBRUARY 10, 2025.

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

6.1 RESOLUTION NO. 25-100: A RESOLUTION AUTHORIZING THE DESTRUCTION OF RECORDS THAT HAVE MET THEIR LEGAL RETENTION.

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

7.1 RESOLUTION NO. 25-101: A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE

AUTHORIZED BY 49 U.S.C. CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

Mike Bartholomew, Transit Director gave the overhead presentation.

Councilor Corran said Mr. Bartholomew is retiring very shortly and I just want to give a little homage of appreciation I sit on the Transit Advisory Board which I have really enjoyed and have appreciated getting to know you but just a few things about Mr. Bartholomew who I am very sad to see go. He started working as a driver in Senior Programs in the city of Pullman, Washington a long time ago which I will not reveal and came to the City of Las Cruces in 2002 when this change that you alluded to about the title came to be and has served as Roadrunner Transit Director for 23 years. In this Mr. Bartholomew has been through extraordinary change, technological advances. I think there was a lot of paper in 2002. I was barely alive then, but technology advances have come a long way including really a bunch of transitions through making Roadrunner Transit way more accessible to people and growing in both efficiency and internal efficiency for drivers and administration and external for customers. So extraordinary technological change. You also led through the pandemic which I know meant you really had to think a lot about the safety of both drivers and both passengers and as ridership has really bounced back dramatically you have also been thinking about how to bring that ridership in and make sure that drivers remain safe and that routes remain fulfilling for folks. So, it has been really something to see Roadrunner grow under that. You also supported the city shift to electrification which has been an impressive and still ongoing shift and building the new transit center which is going to have a grand opening on March 21st and I know working with Public Works in building a new building is a huge lift for anyone working in city administration so I thank you for your leadership through that time to. So, as a person you have really focused on making sure that riders of Roadrunner and Vamonos Service get the best possible service that you can do. I have seen you supporting drivers and administrative folks to better themselves and praise folks that do really lifesaving work in our communities so I just wanted to take this moment to publicly thank you for extraordinary work that you have done and I am sure that we will all get a chance to say goodbye to you but Roadrunner Transit is extraordinary and it is thanks to you.

Mayor Enriquez said you have been a tremendous asset to Transit, to the city. Trivia that Mike and I were hired by the same Director way back when. That was pretty interesting, pretty deep, good conversations between us but thank you Mike for everything.

Councilor Becky Corran moved, seconded by Councilor William Mattiace, to amend Resolution No. 25-101 to add the wording pursuant to NMSA 1978 Section 3-52-4 in the last sentence.

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

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-101 as Amended.

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

7.2 RESOLUTION NO. 25-102: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR 2025 BUDGET.

Joe Padilla, Budget Analyst gave the overhead presentation.

Councilor Flores asked on page four, the amount of $69,882 is that going to be enough to outfit the all of the vehicles that police officers use?

Joe Padilla said no, to answer your question it will equip around 13 windshields because each one cost around $3,500 and that includes installation.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-102.

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

7.3 RESOLUTION NO. 25-103: A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM.

Cynthia Alamillo, CIP Manager gave the overhead presentation.

Councilor Flores said it would be wonderful to have pictures of these improvements to show all the work that goes into it. I use Madrid Avenue and that has been under construction for a long time, and I think it would be wonderful for the community to see how long all of this takes because some of these projects are just multimillion dollars and then over the course of the life of our roads it will be more. Just a request.

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to Approve Resolution No. 25-103.

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

8. BOARD APPOINTMENTS

8.1

None.

9. NOTICE OF PROPOSED ORDINANCE(S)

1) There will be no public discussion.

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

9.1

None.

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10.1 COUNCILOR MCCLURE

I have been working with the Zia Shadows people for a bit, and it is sort of a hard line in terms of city versus state but if there is anything that we can do to try and help them I know we collected the information that it is and we kind of puzzled that out with them and that would be helpful.

I also wanted to thank staff, Sonya and Anthony and Vanessa from Facilities who have been engaging with me to do the tour of our facilities. Specifically Municipal Court, I am now under the belief that we should probably make a comeback on wood paneling. It is actually kind of nice. I like it but seeing what kind of conditions we have them in is hard to see and that too I was looking at some of the different facilities. We have the old MVRDA Building and one off of El Paseo and whether or not we could build an emergency shelter of some sort if that is a need that our city has when we do discuss unhoused. That leads me to think, how do we fund that? Because in conversation we don't want to drop the ball on something that we want to sustain for a little while. I would like to ask staff if we could start having discussions on the GRT and where that funding might go. I know it might seem kind of premature but at least get a lead up so that we are all kind of on the same page.

10.2 COUNCILOR MATTIACE

I very much concur with Councilor McClure has just brought up. I would like to have some type of serious workshops on where the GRT is going to be obligated to and how it is going to be spent.

10.3 COUNCILOR GRAHAM

Add my voice, I am also interested in GRT. I know that we are not actually starting until July 1st, and I know Dr. Torres has taught me a lot but not enough about city economics and how soon we would get a sense of what we can anticipate year by year, but I would love to be involved in those conversations.

The only other thing I had was thanks to LCPD for a great Mock on the Block event at Young Park last week. Special thanks to Grace Tellez and Catrina for following up so quickly with the questions I had about the posted notes that community members were sharing their thoughts and concerns and suggestions, but it was a great event and there were a lot of dogs there and any event with a lot of dogs, it's a plus.

10.4 COUNCILOR CORRAN

I just want to again elevate the Lead and Copper meeting tomorrow afternoon at 6 p.m. here which we will have Spanish interpreters as well and people will be able to ask questions of state environmental health experts and have a conversation more than we typically can have at a city council meeting and I also just want to sort of let folks know that we as the legislature as was alluded to continuing to do a number of things that have various sort of implications. Some of which are part of what we talked about as our public safety or other priorities in the legislative session and then other things that have come up which are really interesting, I think. The legislature is considering a number of statewide housing related ordinances that would basically preempt Realize in some ways, so I think paying close attention to what is happening in the state legislature and how that reflects our ongoing priorities that we have established in our conversations I think is really critical and I appreciate all of my colleagues who have been giving a ton of inputs, sharing, being on call for legislators when they have questions. I know that isn't necessarily something that the public sees but it is something we keep up during the legislative session and also thank you to Barbara and the staff, Larry and other staff who have given testimony. I think a lot of things are still forthcoming from the legislature, so it behooves us to keep on it and maintain our presence there.

10.5 COUNCILOR FLORES

There was a comment by one of our constituents, the housing issue and the plan of Realize. Is that accessible? Is the Realize plan online where people can access it to see and to understand exactly? I think a lot of people who have come before city council have this, there is that fear factor or not in my backyard type of attitude and how Realize is forward thinking. I think it would be good to have a presentation not only as to the elements of Realize but how it would be implemented. My understanding of Realize is that the city is not going to go into neighborhoods and all of a sudden, they are going to have all of these things that they don't want. I think that the plan that is absolutely fabulous is the one that has been planned, it was planned like five years ago for that lot that the city owns across the street from Mountain View Hospital and that really shows exactly what Realize is going to do, that is the actualization. So, I think it would be good if we could have a presentation on that because so many people are afraid, and I think that we should respect those fears and also allay them.

10.6 COUNCILOR BENCOMO

I don't normally like to respond to a lot of things that happened during public comment that sometimes feels really unproductive but today I am feeling particularly upset by misinformation just continuing to get spread. I think that something that particularly bothered me today while I am actually very thankful for the folks that are advocating for the folks that are Spanish speaking community, I actually take a lot of offense to folks who are saying, there is this narrative that people who speak Spanish are somehow uncivilized. That they don't own computers or know how to use computers or know how to translate a document. The Spanish speaking community is incredibly resilient and I know because I come from that community and so I want to push back against this narrative that somehow we need saviors to come here and say the poor community this, if you going to be an advocate for the Spanish speaking community I highly recommend that you change up the way that you are speaking about them

because it is highly offensive. I do want to thank staff for putting together the town hall tomorrow. It is very important that and I think we have all acknowledged here that lead is bad, that lead in our pipes would be very, very bad. No one is denying that in fact we all agree especially our incredibly talented staff at Utilities. I think what is important is that and I want to speak a little bit more to this is as the City of Las Cruces how we combat misinformation, and we do that by countering the stories that we need to tell and I think a lot of people don't know that our Utilities is a self-sustaining enterprise. Meaning that every dollar that we charge a customer comes back to sustain the Utility. There are no revenues that are made from the city of Las Cruces Utilities Department. Everything is sustained, we are paying staff, buying equipment, there is no revenue. Other cities perhaps are better off than we are and are doing different things than we are related to the EPA rule, that is amazing, good for them. When this first came out and our staff asked EPA representative, how are we supposed to pay for this? They said maybe you should raise your rates. That was their suggestion and because we are not necessarily in the space to do that, we already have a process for rate setting that is not necessarily where we are at with the utilities and so I think it is important for the city to be able to tell the story of who the utility is or whatever department is currently being criticized. I just think it is important that we try to combat misinformation as best we can.

On to misinformation regarding Realize. This one particularly is concerning to me. I think unfortunately Facebook groups tend to be sort of this place where misinformation just runs rampant and I am not saying to put staff, PIO staff there to monitor every single comment that is wrong on Facebook, certainly not but again I do think that City Manager and PIO office that we do need to take charge of some of this narrative and how we put it out there. Right now, for example Legends West community is talking about how that piece of property that we purchased with Park Impact Fees is going to be used for affordable housing. That alone is problematic but what I am trying to get at is that people are running with this lie right, I keep calling it misinformation but essentially they are just lies about certain pieces of information and I just think that we should have a better strategy internally as to how we combat misinformation and tell a better story of what the city is actually doing in handling some of these pieces.

I was in DC last week. I have the incredible honor of being part of an organization called Local Progress, that is for local municipal elected officials that have a particular focus on social, racial and economic justice. Much like National League of Cities but this group just has a different focus. We were there and we talked about the local impact, public constituent talked about this, the local impact of the current Trump administration's actions on our citizens. I think being locally elected we have the pulse in our community much better than the President ever will and sometimes even then our federal representatives. I do want to encourage us to listen to the stories of how people are being impacted and then pass them along. Pass them along to Congressman Vasquez, pass them along to Senator Heinrich, and Senator Ben Ray Lujan. I think they want to understand how these kinds of actions are impacting our community. I really do appreciate you coming to talk about that. I will tell you that in the last 30 something days of this administration, 40 days of this administration there has been a total of 81 executive orders. So it would take probably a whole person on staff to try to analyze and address and put out how it is going to affect community and

I think our Attorney's Office has no capacity to do that but I agree with you that there has to be better communication as to the information that we are putting out to our community, about how city operations are being impacted certainly but I think maybe one of the things now that we have a Municipal League representative on the council. I was doing a quick search and I think a lot of the information is being put out through Municipal Leagues across the country and perhaps once the session is over this is a great conversation to have with the Municipal League on how they can help us with capacity around informing the public on how the Trump/Musk Administration is impacting the citizens of our community especially.

I think I want to add my voice on how we start talking about GRT spending but I would like to put out a plug for a participatory budgeting model that really includes a lot of diverse set of voices in our community for the things that are needed and how we should be investing in those at a very local neighborhood level ways. I am now the Chair of the South Central Solid Waste Authority. I am very excited about that, and it should be posted already that we will be looking for a new Director for the South Central Solid Waste Authority and that job posting should be out officially.

The last thing I wanted to say on the Zia Shadows Mobile Home Park. Again, another piece of education that I think is important for the city to help get out there for our residents to understand is that the state actually preempts the city on a lot of housing related things. Rent control, someone was calling us to pass a no cause eviction ordinance, those kinds of things the state preempt us from engaging in those kinds of things. Meaning that we cannot pass local policies on them. There is a piece of legislation working its way through the legislature right now around corporate landlords and the way that they have been hiking up fees for renters and much like this story. It is actually kind of an epidemic that is happening a lot here in Las Cruces to all renters of all kinds and it is a problem. I guess I want to put out there for us and the Attorney's Office if this piece of legislation does not go through, I would really love it if we could start looking at how the city can actually start challenging state preemption on some of these things. I know that it sounds like a really big task but obviously we have community members that feel really powerless who feel like every turn they go, they go to every agency, every person and the realities of capitalism are that landlords can charge whatever they like. It is so awful to be able to have to tell someone I can't do anything about that but if we can take a little bit of power back and say how do we start protecting, especially our renters and folks in this situation at the local level I think it is really incumbent on us to do that.

10.7 MAYOR ENRIQUEZ

Getting back to accurate information, tonight at 6:30 put on by Community Development and their new Director Chris Faivre will be hosting tonight a trial on a DRC Development Review Committee to actually get with staff and members of the public to see how the Realize is going to be put into action. So, a lot of questions can be answered, a lot of clarification will be presented so that people can see firsthand how this was going to work. So, thank you Chris for putting that on.

Also, we were just awarded a grant from the Governor for $350,000. That grant will be to get a survey out to address the individuals that are unhoused, mental, substance abuse, with a lot of stakeholders working with housing, working with Natalie Green but

also getting a Public Health Coordinator to oversee. To start working on what are the problems out there. Working with stakeholders such as law enforcement, fire, judicial courts, the school system, mental health groups and just getting all the stakeholders together with this grant so that we can see what is going on. So, we thank the Governor for awarding us that grant of $350,000. So that is up and coming, we will be working on that.

Again, just a shoutout to Visit Las Cruces again for that beautiful video presentation earlier to start our meeting. That was wonderful and we are going to invite people to our community and see it. The good news I have to share is the Gus Macker is coming back to Las Cruces. It will be hosted by the Mayfield Football Booster Team that is taking it on but we as a city will partner with them along with the other partners in the community. It will be May 17th.

Councilor Bencomo said I did actually have a little note in here about Realize. I am really glad to hear that there is a workshop this afternoon and not to put of course more work especially on our very brand new Community Development Director but I do hope there is more sort of like workshops and individual sessions where the members of the public can come and ask for information. Whether it is residents who are fearful because of the amount of misinformation but also the end users, the folks that are actually builders. The folks that are actually going to be using technical manual. I am already hearing sort of concerns of how it is still kind of expensive for people to build, that missing middle housing and how we best address those kinds of things I think is really important for us to continue to have those conversations Mayor and City Manager on a much smaller more conversational type of way. Thank you for that this evening. It is really encouraged for us to continue doing that in the best way that we can and have a better sort of PIO strategy on how we are telling this story and taking more questions.

Mayor Enriquez said this is one aspect, there could be more, but we talked about this a while back, probably almost a year ago with the PRCs being not implemented anymore or used and looking for more vibrant Work Sessions that we can get the message out and have a Work Session to give some of that. Especially as we see now a lot of misinformation going out there. This is a good way to clarify it so that is something that I think we all support, it is just finding the right tool and maybe the Work Session is also something that we can look at.

11. CITY MANAGER REPORT

11.1 EXECUTED PRICING CERTIFICATE- LAS CRUCES GRT SERIES 2025

Ikani Taumoepeau, City Manager said there was an item executed pricing certificates for Las Cruces GRT Series 2025. This is something informal for council information. The city series 2025 taxable MGRT bonds priced on February 6th through a negotiated public sale. The interest rate on the bond was 5.43%. Bonds closed on February 20th. The bond sale met all the parameters set out in the ordinance adopted on January 6th, the pricing certificate is in your packet on all the terms of the sale.

11.2

For the community that came out from Zia Shadows Development, thank you so

much. We have taken down your contact information. We have already talked with ACM JC who is reaching out to Community Development. They will connect with all of those individuals who came today. Currently staff is looking to see if there is anything in our authority that can control and if it is outside of your authority, we will give all the information that we can to assist with this development and give them options and at least some direction. If it is something we can control obviously we will assist as best as we can.

Regarding misinformation Mayor Pro Tem Bencomo definitely will get with our PIO and all departments. We have discussed this but I appreciate you bringing the intention of Realize behind us and definitely I know Mandy is already thinking about things that we can do to be proactive and so we will continue leaving our finger on the pulse here and moving forward on that. Additionally, I do hear you city council as you are sharing about your excitement to start planning of the GRT and where we are putting that. We were planning as staff to have the CIP Retreat which is coming later this week and then once that is completed, we were going to come forward to you as council and present options and see how you would like to proceed in the process. I am hearing a diverse public participatory method was something that I heard today. We will present that along with other options to see if you would like to proceed with that. That is something that we were planning to bring after CIP Retreat. Again, to the community the CIP Retreat will be later this week on Wednesday at the Convention Center. After which we will come forward in a Work Session and start getting moving on GRT to directions from you all on council.

I was going to share about the Copper Lead Town Hall Meeting, but I appreciate Councilor Corran already sharing that. That is on Tuesday, coming up tomorrow. March 4th, 6 p.m. coming up here. I do want to give kudos to staff putting this town hall meeting together and also being able to put together Spanish translated documents. There was a lot of effort putting that out. It is not easy. I appreciate Domonique if you can pass along our thanks to the team and to Adrienne and to Steven and to all the team. Thank you, Sonya, for your assistance to that as well.

For Quality of Life, kickoff meeting for the Branigan Library renovation and expansion project with Desert Peak Architects and Consultants, Brad Waters of Godfrey’s Associates. Full design process will take approximately 14 months for phase I and phase II. Senior Recreation is working with Senior Olympics to discuss future opportunities to work together to offer services to our community. We will also be advertising in the upcoming games at our facilities.

Lastly the goal for GECU and VITA this year was to complete 150 tax returns. As of today, our volunteers have completed 149 tax returns. We will be exceeding our goal. Kudos to the Quality of Life team.

12. ADJOURNMENT

12.1

Councilor Becki Graham moved, seconded by Councilor Johana Bencomo, to Adjourned at 2:29 p.m.

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

Mayor

City Clerk

MINUTES
Special Work Session
Wednesday, March 5, 2025 @ 9:00 AM
Convention Center

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

ABSENT:

1. WELCOME.

1.1

Ikani Taumoepeau, City Manager said I'm super excited to be here this morning, can we get a round of applause for P&I? I would be remiss if I didn't share my thanks with them and we appreciate their guidance, there is a lot of effort. We've pushed this meeting back a few times only because there is a lot of work needed to put this meeting together and there is a lot of material information and background needed, there's a lot of numbers that has to be processed, there's a lot of meetings that had to be had with internal departments. Huge effort, P&I has been really thinking outside the box when it comes to capital improvements and so I appreciate them, I know we appreciate their intentionality and that's what this is all about. It is my job this morning to introduce and welcome you all to the CIP Retreat. We have had this annually and it has looked a bit different every year, and I've got to say it looks very beautiful this year and this is just the aesthetics and the decorations, just wait until we get into the meat and bones of the meeting. I do want to share a story, that when I was a management intern, promise it has to do with the purpose of this meeting. But when I was a management intern in a small city, rural city, of 30,000 population at the time, I discovered we didn't have a Grant Department, and so I discovered very quicky that you had to find money, we had a small budget. You had to find money creatively and so grants was something that nobody was really tracking in our city and I had discovered what we have here in the state as well, and in all states typically they have something called the Land/Water Conservation Fund Grant. LWCF Grant is something that our city had never applied for, and it's something that comes from the federal government, but allocated and directed from the state and so I had applied,

long story short, I had applied for a grant, we had a new four-plex, a ball field, that needed lights, so I applied got about $300,000 on this grant, that is a capital infrastructure. That is something, and I will tell you, every time I drive through the city, and I have my kids, you know I stop, and I point to those lights and I tell them I take about 30 minutes to tell them, how important and crucial and critical my job was to get that done, and that's my Dad moment I have with them. I share that because this is the opportunity where you have that moment, the direction, the guidance as councilors to decide where you want to allocate these funds, this is one where you'll listen to vision and brainstorming sessions to see where you would like to allocate these funds moving forward, because trust me, when you direct funds to a road or to a convention center or to city hall or to a housing project or to a public safety project or whatever it is or to a new rec center, when you drive by with your family and friends, you may stop as well, and you may say I had something to do with that project. So, I just wanted to share that with you all is we understand why we are here, there intentionally is no PowerPoint for city council because we wanted you to sit back but not relax. We want you to be engaged. We want you to be ready because there is going to be a lot of visioning happening here because as a CIP, as you know the under alignment of the CIP it follows and is guided by Elevate and it's guided by the Comp Plan. The challenge is, as city council, many of you weren't here, when that was created but we do our best to follow a plan, because without a plan, obviously we are flowing in the wind, but that is something that PNI is also working on to update a plan for you as council, so that we can be directed for years to come and so I just want to thank them for the intentionality, for the months of hard work, if not years of hard work to get us to this point, and I want to say thank you to all the elected officials for being here, I want to remind everybody that this is a city council meeting. This is a city council meeting just not in the typical chambers. We intentionally come here, in a place that is not the chambers intentionally to get them away from the mundane meeting to help them vision, to help them brainstorm, to get them elevated in ideas and thoughts, to get us to something that is thought provoking that could potentially be capital infrastructure, a legacy project that you all want, so this is a city council meeting, we appreciate the council being here, we appreciate the public coming out, we appreciate our staff for being here as well to help guide the process. Again, thank you, we appreciate you and looking forward to a great day.

2. FY26 CIP OVERVIEW.

2.1

Srijana Basnyat, City Innovation and Strategy Administrator gave the overhead presentation.

Mark Miller, Senior Urban Planner continued the overhead presentation.

Cynthia Alamillo, CIP Manager continued the overhead presentation.

Cynthia Campo, CIP Analyst continued the overhead presentation.

Mark Miller continued the overhead presentation.

Cynthia Alamillo continued the overhead presentation.

Mark Miller continued the overhead presentation.

Srijana Basnyat continued the overhead presentation.

Councilor Bencomo asked is the story maps website open to the public, or is that just internal? Honestly it is just such a cool tool, it's just so engaging and amazing and I feel like it has so much information. I also feel like someone could easily get lost in it but just curious about that.

Mark Miller said we do want to start using the story maps in some of those ArcGIS online capabilities that we have internally for more of that public interfacing like putting it on the website, stuff like that. These story maps were made just specifically for this presentation, so we didn't really intend on sharing that data or those maps because many of them were for demonstration purposes.

Councilor Bencomo said this is just from what I was speaking about on Monday when our council meeting about just being really proactive about the narrative and the story we are telling about the city and the work we are doing. I feel like this is a really powerful tool to do that. So, I just wanted to give you a shout out for that, it's really amazing. I have one more question. On your presentation, the slide with the unfunded requests, the graph, that really stuck out to me, I'm just curious if your team has had a conversation about, yeah that next one, just like in terms of equity issues with this slide I feel like just immediately, I see some equity issues with this, I'm just curious if your team and the City Manager's team have had conversations about what this means particularly the requests that have gone unfunded?

Srijana Basnyat asked if I could ask you a clarifying question? When you say equity issues, can you give me an example?

Councilor Bencomo said so for example, so the yellow's unfunded, right? So just for example, obtainable affordable housing has way more requests that have gone unfunded, than not, public facilities, that's really interesting. I'm just curious in terms of prioritization, what is getting funded, versus what's not, and if that has anything to do with issues of inequities?

Srijana Basnyat said so, there's a couple of things there, first off this quick graph is really just capturing. So out of curiosity I asked our CIP Analyst, we have all these projects, and we have a six-year CIP, right? So, we have five years of unfunded and one year of funded projects. Now when the departments are requesting, they are looking at the total project costs, right? Their estimated costs of what it is going to take to complete those projects. As you're going to look at each of these categories, first off, they're going to have a bunch of projects within each category and they're not necessarily from one department only. It could be that it's multiple departments. So, there's a lot of like background there as well, and so one thing we can kind of glean from this chart is that for example, if there is a big project that does span five years say, you don't actually want to be funding it in year one, right? So, there's a little bit of nuance there. So, year one is probably their plan design, and then initiate the project,

and they are probably looking for regular funding annually as they bring forward and move along with project completion. So, it could just be identifying funded versus unfunded needs, right? So that's one aspect. The other one is when you add all those yellows, that's what we really need, right? Regardless of whether it is five years or one year, and then Cynthia's going to add one more point to that.

Cynthia Campo said I just wanted to point out that all of this is unfunded. It's not just the yellow, the blue is the department request. It actually goes with this graph right here, this is the total of the department request for FY26, the blue, and then the yellow is the remainder of that, so just for FY26 we got $344 million in funds that the departments are requesting and just to point out what Srijana was saying for utilities, the request is for one huge project for the department request in FY26, so there is, I don't know if that clarifies it a little bit more.

3. CIP INTERACTIVE BUDGET ACTIVITY: PART ONE.

3.1

Julie Brenman, Chief Operating Officer of Fountain Works led a group activity.

Councilor Bencomo said optimists I would call us. We actually started by sort of individually thinking about our top five and then we ended up agreeing on three, all of us, and I actually think that at least one of those was in our top three that we all agreed on, I think. I actually don't remember at this point, it just felt like a good consensus for us to have and we were talking about the through lines for all of these and it feels like it's really people centered and like Councilor McClure said that it's like a generational shift as to how we think about planning for future generations.

Julie Brenman said we are going to have a few questions for you all. So, I'm going to go to table one. Table one can you just tell us a little bit about how you chose your goals? Who is our spokesperson for table one?

Jenny Hernandez, Sustainability Specialist said Councilor Mattiace pointed out a really good point, this was after the fact but we chose the top five based on baseline things that we thought a city absolutely had to have that would then allow for some of the ones that we weren't able to pick to naturally flow.

Julie Brenman asked so, were there some you saw as kind of duplicative?

Jenny Hernandez said yes, we saw that there were a couple that potentially could live under one of the baselines that we picked and so we said like sustainable infrastructure systems, that context sensitive street design could live under, and then if you had a walkable city, then community health would be better, and it would be more mental and your physical health would improve. Chief also said that's you know you have policing and criminal justice as a safe city that also that your mental and physical health you would have a city that was more mentally and physically healthy. So, we kind of saw those as the baselines and then the other ones would be trickle downs.

Julie Brenman said I appreciate the idea that there is kind of overlap, you're getting your baseline and then the others feed into those goals. Table three, can you tell us were you thinking about how your goals would guide your CIP investment?

Barbara Bencomo, Chief Administrative Officer said yes, we did start thinking about this more along the lines of capital improvements, infrastructure because conceptually of course we could go down the road of more programs and services with some of the descriptions that we had. So, we kind of brought it back to that concept and then Councilor Graham felt like some of the categories were more like Venn diagrams where it could fit within others so that's similar to what table two was saying, you could have sort of umbrella concepts in some of the other items that weren't selected could very conceivably fit underneath there, so we did talk about the overall of some of them or the way they would fit together.

Julie Brenman said I'll open it up to all tables now. Did anyone identify some conflicting goals, where if you prioritize one, you thought another might not get as much attention?

Councilor Flores said a lot of these are all economic issues. It looks like resiliency wouldn't be or maybe some of the cards with mental health, community health, wouldn't be, but it really goes down to the root would be economic opportunities and the only one that has any kind of economic impact would be airport. In terms of the topics that we chose, we would deal a lot with the objective conditions of how people live in mental health and stuff. But it is interesting to me how the only thing on this board that would really make our city a lot better is if we had a huge airport. If we had an airport and we had the capacity to have roads that lead to that airport, so that we can get some more business.

Julie Brenman said okay, let's pick on table six. Can you just tell us a little bit about your decision making?

Mandy Guss, Communications Director said so, very easily we picked sustainable infrastructure, police and criminal justice and obtainable housing just because that's what our community has talked about a lot. We had balanced growth and economic equity and then economic equity actually we end up moving out for mental and physical health. We talked about the different programs that work in, kind of that same umbrella concept of what economic equity fall under some of these others, parks and senior programs specifically, mental and physical health being the strategic goal where those would fall and so that's how we tried to determine which big levels strategic goals would incorporate all of the important programs we put on.

Julie Brenman said any of the other tables want to share anything about their decision making, any trade-offs or points of tension?

Srijana Basnyat said just a quick note. One small outcome or goal of this game is to actually put our department staff a little bit in the shoes of our city councilors while they have to make these very complex decisions and so while I know it's our kind of go-to mode to be representative of our departments and our department interests, I

do want to point out that everybody should pretend they're a city councilor when their doing the selections and in future conversations.

Mandy Guss said I just want to say that I think our city council, I'm not speaking for them, but they know the programs that are put on so sometimes trying to figure out how we make sure those are important, what we talked about was if we're going after funding under these goals like what of these items are we going to find grant funding and that type of thing as well. So, trying to find some of those key terms and structures and highlights that would help us fund whatever programs so that was part of our strategical goal conversation as well. Julie Brenman said I want to hear from one other table that hasn't spoken. Anyone willing to comment on how they are hoping to use these for CIP guidance?

Catrina Godinez, Community Outreach Manager said we had our discussion and we talked about all of our top ones and then we went from there. We all thought that criminal justice, obtainable housing and sustainable infrastructure systems were the top and then we kind of put everything under that category. We also thought that the others like community health, environmental justice, and mental/physical health kind of fall under that as well as balanced growth could fit under economic equity and sustainable infrastructure, so we kind of grouped it all so that it would all fall into place. I am sitting with Tony Trevino and Carl Clark, so they were big on the infrastructure and then I was pushed for helping people so I think that it all aligns with what we do in our daily work. The group activity continued.

Rebecca Slaughter, Assistant Director Quality of Life said we were pretty clinical. We actually spread them all out under our strategic goals and started from there to see how they all worked together and used them to sort of during the starting point.

Julie Brenman said thank you. Other city councils? Other cities? How did you make your decisions? How did you make your decision table nine?

Jacqueline Rubalcava, Budget and Grant Administrator said we made our decision based off our strategic goals and then also determined what we could fund through grants, so we didn't have to pay those out with the $25 million. So then basically, we knew exactly, like transit, could be grant funded and we got some grant funding in parks and then we determined what we had left we had eight different grants that we are getting. Julie Brenman said they already got their grants, so they are helping. Other tables? Alright over here table seven?

Mike Bartholomew, Transit Director said we started with looking at our strategic growth and basically we picked our projects on ones that probably had the most immediate needs and involved perhaps upgrades to existing facilities rather than building something new. We didn't consider that we had grants already, although we know that some of these projects are grant dependent so some of those that were grant dependent didn't get picked, but that was how we did our selection was going back to these strategic goals in here and then trying to work with the existing capital projects that had the most need.

Julie Brenman said I'm going to come to table one. What did you keep asking me if you could do to break the rules?

Sreedevi Mohanraj, Architectural Administrator said I'm from Public Works, so we always deal with, ok, you don't have enough funds, so we always try to phase the project and I was asking for some options and you said no. Phasing has always worked.

Julie Brenman said but phasing is good, because you can put a little bit in a lot of projects to get things started. What's the downside perhaps of phasing? Putting a lot of money in a lot of different projects but not enough to finish any. So probably saying you leave it unfinished, and how do your constituents feel if things are only half done? They love it? Not. They get pretty frustrated with you if you start something and don't finish it.

Tony Trevino, Assistant Director Public Works said most of the large grants are required to be shovel ready without us putting that in advance for applying for grants it kind of puts us in the playing field when we already have the design. I think just getting the planning and design ready and having the projects shovel ready is a greater chance for grants.

Julie Brenman said that is a fantastic point, a lot of times you need to do some work and show that something is feasible, have the schematics whatever so that you can't get things moving after that.

4. LUNCH.

5. CIP INTERACTIVE BUDGET ACTIVITY: PART TWO.

5.1

Julie Brenman said so, I'll start with how did it feel to have to give up some of your money to operating costs? Anybody want to give us an answer?

Carol Brey, Quality of Life Director said I mean that's our reality. We know we have to operate the ten facilities that we have, so whenever we're designing a new building, we're already thinking about what we are going to need to operate it, so for us I don't think it was a big surprise.

Julie Brenman asked other groups, comments on the operating costs?

Lisa Larocque, Sustainability Officer said I think it's interesting because some capital costs are super expensive and even if you talked about a road being X million if you combine other small things. So, if we value money differently, what's capital versus what's maintenance and they may not balance out at the end.
Julie Brenman said and they all cost a lot of money.

Tony Trevino asked my question is one of this is the small parks upgrades and usually with upgrades one of the things I suggest is maintenance cost, so I was just

curious to why that had a peach color? We gave away more for maintenance on our upgrade should bring it up to core also for reconstruction. It's the same thing for when we go reconstruct the rotary facility, we do it when we go into any facilities that needs to be leak certified anything that got to be sustainable for the new feature so I just was wondering why you had those as the most expensive for operating?
Julie Brenman said let me start with this is a game, but the assumptions, it is good to understand some of the assumptions so the two that you mentioned were in the small parks. Some of it is just upgrading existing stuff, but you are also going to be adding restrooms and concessions and that's new. You're going to need new electricity, new water, and new maintenance there, so we assumed there would be some new stuff that needed new operating costs. On the roads, it was adding more or extending a roadway, so it is a brand-new extension and assuming as you extend, but the theory is some things you are going to save money by doing. Like a question at another table was the rec center upgrade, there is no additional operating costs there because we assumed you're already operating the rec center. In fact, you might have some savings because you have a more efficient HVAC system for example, and you're not having to operate something new. If there is something new, you're going to have to do some staffing. Some things would be neutral, so there's some assumptions, it's a game, it's not perfect, but we wanted you to at least experience the sense of what happens with operating costs. Can any group talk about any differences in how you approached this round versus the first round?

Rebecca Slaughter said one of the differences that we talked about actually in the first round, and then we implemented in the second is we did a lot of smaller projects, and we didn't do any big-ticket items for the first one and we made a conscious effort to bigger tickets this time because we know just the way we work sometimes is those big ticket items sometimes are scary so we made an effort to fund the larger ticket prices this time. We took one off of course because we had operating funds, but that's how we looked at it.

Julie Brenman asked other cities? How did you approach this round versus your first round?

Councilor Mattiace said I think we went with our main objectives or main goals. We just found it difficult when you lose $5 million and had to replace it in smaller goals than we had with smaller amounts, it worked out ok.
Julie Brenman asked I'm going to ask table ten, do we have a spokesperson? How are you going to explain what you did to the public? What was your philosophy? You're now city council, you just voted on this, why did you vote on this? What is your strategy here?

Lesley Doyle, Director of Finance said I think the initial strategy was how could we affect the most number of people, basically how could we get the most bang for our buck. That's where we started so we could get more people to benefit from whatever we were spending on and kind of work backwards from there.

Julie Brenman asked and let's do a table with council members, and say alright, so there is no funding in your group for the airport and the residents have been really

hammering for improvements to the airport, can you tell us why?

Councilor Corran said some of our values included things like economic equity and community health and I think we just had a really hard time identifying ways that those improvements at the airport fit with the previously stated values of our constituents and so I think about all the ways that would affect the most people or the ways that we could make the biggest impact in our particular areas equity, transit, things like that.

Julie Brenman asked were there any tables that had some real struggles maybe debates at your table about what do we fund and want to share a little bit about what the tension may have been?

Mike Bartholomew said we were pretty much in agreement until the last $5 million. We were down to between the airport terminal and bus chargers and so there was a lot of discussion. Two of us were for one and two of us were for the other and there had to be a tiebreaker but what we really looked at was going back to our values again to see what fit with the five values and, in the end the bus chargers fit into more of the categories. So, that was why we selected it.

Julie Brenman said so that's lovely, you're returning to your values, what your strategic goals are. So, this morning the P&I team talked about the weighting of their CIP and how they rank things, and I think it was Mark or Cynthia that said the weighting of things that tie to the plans is heavier than other things and this is an example of why it's hard to make these decisions. All of these projects are worthy, but if it fits within a plan that should gain some more weight than when you are competing among equals. Any other tables have some hard time making decisions and how did you get through that impasse?

Lisa Larocque said there's also extraneities that can be positive or qualitative things that don't have monetary return or one that we've discussed, and I think that gets short shifted if you don't understand those values too. I think the equity goals that we have can position people to have lots more resources than we would otherwise.

Julie Brenman said another example we had talked with the P&I staff ahead of time with about was there are some investments. A lot of you have attainable housing as a priority. There are some investments in other categories that help that, for example if you're making the city more connected with trails or roads or better transit, that's reducing overall cost of living for a lot of your residents and will help make housing more affordable even if it is not a direct investment in housing so there's a lot of other balancing tradeoffs that you can look at as well to think about how you want to support your community. It's not always the direct investment that achieve your goals. Did anyone have conversations like that about how an investment in one thing might help another category?

Barbara Bencomo said yes, we did and some of the ones that you mentioned with respect to the multimodal corridors were mentioned as being impactful for obtainable housing, for economic equity and for community health as an example.

Julie Brenman said the complexity of your investments really have a lot of ripple effects. When you were all talking about your strategic goals a lot of you talked about umbrella categories there supporting a lot of different things. Keep thinking about that as you think about what you're investing in. How one investment can help or hinder other impacts.

Rebecca Slaughter, said Steven's not here, from Parks and Rec, but one of the things that kept coming up in our discussions was a study from Parks and Rec a few years ago, a national study that said for every dollar that you invest in Parks and Rec it can save a family or a person $300 plus dollars in $340 in healthcare dollars, so we discussed that a lot when we were not just parks ideas but the streets improvement that was for canopies and mental health and those kinds of things we kept having those kinds of discussions when we were talking about whether it was affordable housing or other ideas to talk about those cross pollenated effects of the dollars we were spending as we were going through the strategic plan, so that's what we were talking about.

The budget activity continued.

So, tables 2 and 4 chose the bus rapid transit, can we hear from tables 2 and 4 why they chose their unicorn? We will start with table 2.

Councilor Bencomo said we really thought about the goals we had set for ourselves at the very beginning and felt like we actually funded a lot of the things that the community innovation center was trying to hit at, really in the first round. We were really strong about funding rental housing, affordable housing the master plan, we funded the rec center, we funded the resiliency center, the big-ticket people centered items that we felt the community innovation center was already trying to do, and so we felt like that would be a duplication. We had a lot of debate about what we would take from in order to fund the other project because one of the biggest things we talked about the entire activity was leave no money on the table and that was a really big mission for us. We ultimately, sorry
Adrienne took away from the wastewater storage in order to fund it, but only because we know that Utilities there is some other mechanisms in order to fund those in the future.
Julie Brenman asked table 4 anything you want to add about how you came to the unicorn? You didn't? Ok, we will fix that. So, anyone else choose bus rapid transit? I think I was the one who did that, so that's on me. So, community innovation center? We had five tables choose that. Let's start with table 1 you added a unicorn, what was your thinking there?

JC Borrego, Assistant City Manager said I think we doubled down on our values with the innovative hub, but this side of the table out voted that side of the table. No, I think we really did double down on our values. I think from our perspective we had a lot of discussion about whether to go with unicorn or spread the funding out in different areas. I think we chose this idea because it encompassed everything that we set out at the very beginning.

Julie Brenman said table 9 I want to hear from you. Tell me where you ended round two, what did you uniquely do at the end of round two that led you into being able to do the unicorn?

Robert Del Plain, Information Technology Director said at the end of round two we were feeling a little uncomfortable with the outlook and the future, so we saved $5 million and didn't put it into anything and then this kind of came up and we decided we should just use the $5 million to go into the community. We invested it, so we actually have investment income too, so we got the community innovation center.

Julie Brenman asked so how about that? Saving some money to plan for the future. There is another table that saved a little money in this last round, right? You did the hub? Sorry, let me get here, this table didn't quite spend all their money.

Natalie Green, Housing and Neighborhood Revitalization Administrator said one of the things there were some big things we didn't fund last time that we felt was really important so that was the storm drain mapping and the fire station because we can't have a fire station if you don't have water, so we chose the water last time and then as much as we wanted the community innovation center, we decided to fund something else. We decided to save $4 million, similar to them that we want to invest that in the future and so we did sort of evaluate. We didn't talk about how on the rental housing, we evaluated the return on investments we know that that is a loan and there will be interest coming back, so hopefully we can get our investment back and the interest and match that with our $4 million to do something else.

Julie Brenman said and it wasn't that we have $4 million and nothing on the board fits $4 million, maybe there was a little of that in the game, but they were planning ahead. Other groups that invested in a unicorn want to tell me why?

Councilor Corran said it was interesting because we have Yvonne who suggested that she feels like these unicorns might outlive her time on council, which I think is a fair consideration, and planet Earth also, because these seem like really big projects that might take a really long time and so we had a conversation about how sure are we that we can accomplish our goals if they are really big and long term? And so that was part of our consideration, we still went for it, so hopefully we'll see you at the grand opening. We had to take money away from rental housing, but we felt like that would be included in our community hub, so we want to make sure that it stays there and doesn't get it taken out, but don't worry we can do it, Yvonne, it is a dream.

Julie Brenman said something you said I think is really powerful, and that's these things take a long time, and a lot of these can be legacy projects. You think about driving past something that 20 years ago maybe you thought of. It takes a long time to build things in the public sector but think of how transformational it can be for your community and so you have to plan far ahead and be willing to make some of those tough decisions now to set your legacy and design the future Las Cruces that you all want to have but it's hard and it's a lot of tradeoffs there. I want to just in the last couple minutes of the game, think back across the entire game, everything you did, what are your takeaways from playing this game, did you learn anything about how

decision making might happen? Some of the tradeoffs that you're facing? What is it like to be a staff person versus a council member when you are developing the CIP? What are some of your big take aways?

Elizabeth Teeters, Economic Development Director said I think if you had just come to the table and said you had $50 million and you have two unicorns, we would have looked at everything completely different, but since it was in phases because that's how it works too because you find a pot of money, so you get more opportunity and you find a pot. It forced you to look at different projects in different ways based on the amount you had at the time. So, I think if we were given a lot of money at once, we probably would have funded a lot more bigger projects at once, but you weren't allowed to do that.

Julie Brenman said sometimes the constraints of the game impacted your choices, but it's also kind of what happens in reality. You sometimes have a little bit of money today and you decide what you want to do with it rather than saving it for a few years and being able to fund a unicorn. So that's one choice, other take aways. Lessons you learned?

Vanessa King, Facilities Management Administrator said I just have a suggestion, I think that maybe if we were to ever play this again, to have council be staff, and staff be council because one thing that I noticed is that as a subject expert at one of the council tables my mind isn't working the way that their mind is and sometimes I was thinking along the lines of the subject expert group and what projects should be taken care of and something that I took from Table 7 where transit and the airport, earlier they spoke and we hadn't when they talked about the projects that they had picked for transit and the airport hearing their side of it was something that I hadn't taken into consideration and I think it is because I'm not a part of that department and I don't think about those projects in that way. So, to flip things and see the bigger picture or think about it from a different perspective I think would be very beneficial.

Julie Brenman said thinking of the role of the manager and P&I they've got the whole city perspective. They're hearing from everybody, and they're trying to represent and balance the needs of the entire city and know that in deep detail. The city council is trying to do the same thing, but you all are part time, right? You don't have as much time to learn it in-depth, so the rest of the city staff has to be sharing information in important ways but you've got a small amount of time and so you want to do it so that the council and mayor get the information they need to make the decisions but it is hard to know everything.

Councilor Bencomo said I will say I don't feel part-time all the time. You made me think of the conversation we were having about how often does it happen that there's this project and we have to fund it and now we have to cut somewhere else and they were like, it happens right? The reality is council could say oh my god look at this incredible opportunity, let's adopt it and get it done. Council doesn't have to make the hard decision of then what program needs to get cut and what money needs to get taken from where. I was just saying that wow that feels pretty terrible, actually, right? Even in the game it feels really crappy and so in real life how does a city manager or an ACM go tell the director, hey sorry you've got to cut this or save it for another time?

The reality is that council while we make decisions a lot about many different things those are the kinds of decisions that we don't have to make and it is important that we consider.

Julie Brenman said when the P&I staff started this morning the talked about your city charter and what you are required to do when you develop your CIP. One of the components of that is look at the location of projects where they are in the city. A lot of you have used words like equitable distribution. Did any of you think about the location of where you projects might be and whether or not you are meeting the needs of more underserved parts of the community? Or was that too much to be thinking about? Yes, you did, any others?

Councilor Mattiace said I think the mapping was very important and I think I mentioned to Mr. Miller how coming in with that data where there is young children, where there is young families, where there is senior citizens living. I think that mapping is a progressive will be real important where cities actually locate projects. So, I think maybe down the road maybe a year or so having all that information will make a project to where it goes very vitally important. I loved it, the mapping.

Natalie Green said one of the things that sort of stood out to me is where we are still siloed as departments and we can make better investments when we are working together because some of these projects and I will just pick on housing since that is our specialty, right we can do mixed housing. We can have a fire station with housing on top, library with housing on top and it can include better streets, better electric charging stations. So how do we start to leverage some of these projects and financial resources to do a better product all around and not be siloed?

Carol Brey said actually I really love what Natalie just said on multiple levels not just because you mentioned libraries but that was kind of my question for it kind of piles on to my comment in that I was wondering on how we decided on the projects? Is this always the mix to use or did our planning implementation team have some say in what projects we would pick?

Julie Brenman said we worked with your planning and implementation team very closely to try and get a representative mix of projects. We necessarily leave a lot off the table. There is a lot of other projects that aren't represented but wanted things that you could understand that kind of represent the diversity of projects that you have.

Srijana Basnyat said if you remember at the very beginning Cynthia Alamillo made a point about leveraging projects. I am so glad that we just made that point at the end of this game and that is something that we have been trying to kind of instill and explore with all of you all when we have our CIP Core meetings, when you have the interdepartmental discussions, how to make a project better and part of elevating that project is hitting as many strategic and comprehensive plan goals as we can and that is completely practical and possible with almost every capital project that we do especially if it is a big ticket item.

6. THE ECONOMICS OF CITIES.

6.1

Joe Minicozzi, Urban 3 gave the overhead presentation.

Councilor Mattiace asked when you are doing a zoning program and your zoning is actually wanting businesses to go into different neighborhoods and sprawl, in other words you are doing away from the downtown and building businesses then what happens is that you lose that tax value that you can actually take these businesses and concentrate them into the downtown, is that what you are showing us?

Joe Minicozzi said it depends. You don't necessarily have to have one downtown or think of it that way. Downtown there is always a prime. This is Annapolis, Maryland, so they have the historic core downtown. They have got this maybe about a mile away, this second downtown area that was built in the 1800s, I mean they are old enough to have that pattern and then they have this third one and then you can see that they have a new one coming up over here and over here. They are not huge buildings. They are dense. They are compact. Think about when you go out to suburbia, all of those used ingredients are there, the grocery store, the bar, the restaurant, the dry cleaner. It is just that they are done in a way that waste a lot of real estate. So, I am not saying don't do that stuff neighborhoods out in those suburban area need those uses as well. Just think about the space that they consume. When I build a large parcel of land and I am getting that discount on the land. Secondly if I build a really cheap building there is a second discount that comes with that. I pay low taxes. Third is if I build surface parking what does the assessor do? Discounts the value. Surface parking is worth it I think. When we did a project in Johnson, Tennessee was like seventy-five cents a square foot of value because the assessor is just looking at it and going, it's asphalt it is not worth anything. The building is worth something. So, if you want free parking, you are paying with it with a tax break. Again, just thinking these things through but not necessarily, it is hard for me to answer because I don't know what your city looks like as CAT scan like this and I don't know the density in the neighborhoods that you are contemplating. I will make an Italian analogy. Cities have ingredients the same way pizza has ingredients, right? So, with pizza you have dough, sauce, cheese, and toppings like pepperoni. When you make a pizza, you just don't put those ingredients on the table and say we are done. You have to mix it up, right? You have to have dough, you layer some sauce, you layer some cheese and then you have some toppings. So, think of your city the same way. You have got ingredients, you have got infrastructure, you have got housing, you have got businesses, and you have got civic things like city hall, this building. To take the city and separate all those uses out is like separating the pizza. You need to mix it all up. So, each neighborhood in your community should look like a pie slice. So, when you pull a peperoni pie slice out of the pizza it should reflect what the whole city looks likes. It shouldn't just be all dough or all cheese. Does that make sense? That is where it comes back to your transportation that if you have to connect everybody by expensive transportation because their uses are separated why not have the ability to walk or bicycle? So, it is just making sure that you have other choices for people, other modalities of transportation.

Councilor McClure asked how do you get people to buy into it? I think you kind of touched on the fear. How do you get people to alleviate their fear?

Joe Minicozzi said that is a tough question. A couple of things, one is that they have to see the information and think consciously about how you present that data. That is why we always go towards maps. The information is there and there is a couple of things that play. There is also a psychology of how people make decisions. That is why I did that puzzle to you all because our brains have a fast and slow motive thinking so I put you in the fast mode with the asking you a question to mess with you a little bit. In a large community environment, we are doing this presentation, like in San Antonio there was like 300 people in the room. They all got the information all at once. So, everybody in the room got the information. There is a lot of people that just don't understand and they are just not going to raise their hand and say I have no clue what you are talking about particularly when you are on council. Let's face it, you are not going to sit there in a council meeting and say I am confused. You are going to ask questions the best that you can, but that environment doesn't really allow you to interrogate. You have to move to the next agenda item and keep moving. The other thing about citizens that they can be let's be honest they can be a little disingenuous. So, in San Antonio, let's just go back to that one. When I presented this model, this is the land value per acre. Look what happens west of this highway from downtown how it just craters in this neighborhood, and you can actually see renovation of the community on the north side, the east side, and the south side. The east side and the south side are heavily red lined and they are still doing repair in those neighborhoods and helping them. In the west side there is this one neighborhood activist that is essentially controlling the show for a whole quadrant of the city and I was watching her face when I was doing the presentation. Everybody else in the room was learning. This was a new way of seeing information. I don't think you all have ever seen a land value per acre three dimensional model before, they hadn't but everybody could see clear as day this kind of cratering of this neighborhood. She was the only one that gave me a bad look in the presentation, and you could see it on her face because it was eliminating her power. Up until that point she had controlled that neighborhood as an advocate and most people are busy. Most people of that neighborhood is very low wealth. Most people work two jobs. They don't have time to understand the stuff. They trusted her to be the advocate for the community. One of the advocacy points that she had, the city and the county got together to try to remove the jail from that neighborhood because this was a red line neighborhood that they dropped a jail in the 1960's. They thought that was unfair. They tried to move the jail. She showed up and said you can't remove the jail because that is who we are. How silly is that? But again, if you are busy, if you are trusting in this individual to advocate on your behalf you are going to trust her, but they were her neighbors in the room that night when I presented this. They saw what was happening in their neighborhood by looking at that image. Make the information easy to understand so that you can start to get through this complexity of what your city is. Let me just give you one last example of that. You all know that in the space shuttle challenger disaster that the engineers knew that the rocket was going to explode before the launch happened? Did you all know that? So, we killed seven people, and we didn't need to. The engineers freaked out before the launch. This is their overhead presentation before the launch happened. I took a class on visualizing data with a professional. These are his slides, but these are the overhead slides. A lot of us remember overhead projectors right? They hand wrote the slide. So, the professor his name is Edward Tufte, he turns to us in the audience and he goes to us and says alright, you all know what the problem is? And we are all

like no. Number one, what the hell is nessar arm joint? And the engineers know but do any of you? No. Secondly, they are using engineer language, the engineers are concerned. I am concerned about my hair loss. I am not going to die. In my world concern is not that big of a deal. In engineer world concern is catastrophe. This is how our jargon and think about all of us in our own little silos when we talk about all of our data. Guilty as charged. I used to talk about foreign based codes and zoning and all this stuff, we alienate the elected officials, you don't know what is going on. So here is the second slide, oh this is really helpful, and the rocket scientist are like here is some data. Look at any of these words. High probability of no secondary seal capability. Okay, you talking 30%, 90%, what is high? Now we have a picture. I have two ore rings here, this is an unpressurized situation, now we have the ore rings in a pressurized situation and there is a gap that is a problem. Now as an executive I am like I have two ore rings this one was doing the job why are you freaking out and secondly you are lying to me? Why on God's green earth would you put that on a slide? This is where folks can be incredibly precise with information and that is not the point. You just want to be accurate. So again, here is more information. Much worse visually. Now we are in a status contest, data, data and then here is the conclusions. Read any of this language. Development motors had putty packing which resulted in better performance. Okay scientist, Congress is on our ass, we are getting budget cuts. We have got to get this teacher in space, if we don't this is going to be a PR disaster. Launch. So, they killed seven people. The executives had a little come to Jesus with the engineers afterward and were like okay you guys freaked once before now we didn't listen to you, it's our fault come back and show us the information have more time so they make a key with booster rockets on it and damage and then here is the chart. Again, the professor turns to them and goes can you see what the problem is? And all of sat there and said no. He said they didn't arrange the information so they could understand it. They didn't put it in a way that you could understand the effect because engineers being engineers gave you all the information and they let you sort it out in your head. You don't have time for that. Things like this, Launch 1, Launch 2, Launch 3, Booster Rocket A, Booster Rocket B. All of that stuff is not important. What is important is damage and temperature. So, break it down to just those two points. So, let's rearrange the rocket based on temperature. So, you can see in Florida the best launch is at 82 degrees. Most launches happen at 77 degrees and when you get down to 65 degrees you all can see with your own eyes, damage, damage, damage, damage. Once you get south of 65 degrees there is damage on the booster rockets, I and you all want to launch over here at 29 degrees? Would you have pressed launch if you saw this chart? What you just sat through was 230 slides in 46 minutes. Did it feel like 230 slides and 46 minutes? My job is to produce information to communicate and that is my parting gift to you all. Just do that. Think about the audience and how to communicate this stuff.

7. WRAP UP AND ADJOURN.

7.1

Julie Brenman said I wanted you to just to step back as to when we started at 9 a.m. Think through the presentations you heard about the grounding and the plans that you have. The beginning of the spacial awareness in Las Cruces, the Budget CIP simulation exercise and Joe's presentation and I want to hear what are some key takeaways from the day of what you think you need to do moving forward. What are

you reflecting on? What did you observe? What are you interested in learning more about?

Rebecca Slaughter said if anybody knows me, I love data and so this is always an interesting day for me, but I also really love visual data. So I would really appreciate more of the information that we had through Mark's maps and I would love to see Las Cruces data through what we just saw from Joe. I have always been fascinated by those types of maps. I would love to see Las Cruces through those lenses, and I think that would help at least Quality of Life in my understanding on how to reach out to other departments and do that collaboration as I understand where we are as city and where we want to go. As a historian I love that idea of who we used to be as a little baby and where we want to go but having that visualization would be really key to that and to see how we grow. I just want to thank you for bringing that idea and I loved our game and listening to the subject matter experts at our table and the ideas of other people at other tables. That we do have different ideas and we all think about our city and our jobs and our citizens in very different ways and if we didn't I think we would be really boring but I do appreciate that and I would love that visualization and being able to continue that conversation.

Domonique Rodriguez, Assistant Director Utilities said I think that this last presentation was very profound, I guess to seeing things in a different way. I am a numbers person so seeing it visually with numbers and then graphs really makes a big difference. Today was very encouraging for the city.

Ryan Steinmetz, Youth Services Administrator said I think that last presentation was eye opening to me as we try to make decisions on what citizens want with regards to recreation opportunities, parks opportunities, things like that. We have to connect it to where do we increase tax density to be able to fund these large spaces that we are going to be building that are not taxable. So, I think that was an interesting thing for me to think about.

Carol Brey said I was thinking about the Budgetapolis game, I also enjoyed very much. We kept coming back to as we were making decisions what our values are, what our top five strategic goals were and that is what always has appealed to me. I like the vision. This is why Rebecca, and I are such a good team because she is the data person, I am the one who loves the vision. So, I am like okay Rebecca, how can we use data to get where we want to go? So, I think that is just a really good reminder for us as a city that we have the wonderful comprehensive plan. I have thought Elevate Las Cruces was one of the best plans I have ever seen when I first even interviewed with the city. I just thought it was such a great vision and you know we have that kind of in front of us but we also know that our city is constantly changing. Our situation is changing but I think if we keep our eyes on the goal, keep our eyes on the vision of where we want to go and find that commonality between departments, find that data that helps us get there for the people who are really good at that, not me. The thing I have enjoyed the most in my two years here has been just seeing how we have found more and more ways to work together across departments and I feel like we are going to get there. It is very inspiring so thank you.

Natalie Green said I think the thought processes that I had is I would like to see sort of the speaker first. I think all of that data was really great and it got me thinking about projects that I think I would like to see and collaborate and so I would almost like to see a flip of the script where we get that information first and then we work as a team to plan out some real projects because we have that downtown land and we already have the Downtown Master Plan and we can legitimately plan a housing mixed use project and see that tax revenue. Taking partners, whoever wants to partner with us, we are ready so that is just where my gears went.

Laura Holguin, Assistant Director Finance said one of the important takeaways that I got from this CIP Budget is how important it is that we also align it with the actual budget. So, I think it is very important. I also like what Joe said about making sure that we are presenting it in a manner to the audience that we are speaking to still. It is very important that we get caught up in our lingo that we speak, and it is important to make sure our governing body has a clear understanding of what we are trying to convey to them so that the constituents can also have a clear understanding of what the city is progressing forward with.

Mike Daniels, Fire Deputy Chief said I think the biggest lesson learned for me or the biggest thing that I took away was the different lenses that we see projects through when we are doing a big capital improvement project investment how we are all looking at things from different lenses and the important ability to kind of tie that together and come to consensus. I thought the group was able to negotiate in a fair and fun way where we were taking into account priorities. Just seeing that kind of play out again similar to what we did in the Budget Retreat and additionally naturally the last presentation was powerful when you are looking our current city landscape and seeing where there is opportunities for us to grow.

Councilor Flores said I was really inspired by that last speaker. This is my eighth year on city council and I have never felt so incompetent or impotent because I feel like a rat in those little wheels where it goes round and round and my frustration has been why do we not have more economic development and I know that we have hired Davin to get some economic development, some business coming and all of that. It hasn't happened. The one thing that did come failed. So looking at this the one question I should have asked him is that he said the city did this, the city did that so I suppose the structures paid for themselves in terms of the equity of worth and all that sort of stuff but I am thinking along the same lines of Natalie Green in that there is a lot of places we can go and even the downtown area just have like lofts. It could be apartments, it could offices so I don't know what will happen. I would like something to happen in terms of real economic development because of Las Cruces is a very desirable city. I think it is absolutely beautiful, and I lived in Los Angeles and grew up, lived in San Franscisco, went to school there and Sacramento so I know California very well but Las Cruces has a certain something. Ifo used to say that too. I think everybody in this room is really dedicated and devoted to the city and everyone that I have dealt with here not that I measure IQ or anything, but everybody is absolutely brilliant. Everybody that I have worked with here, I hope that there will be some breakthrough, maybe do what Joe suggested. The only question I have is how? How do we implement that? How do we get there? And so, we have a lot of talent here and I hope that we follow up on Natalie's suggestion in terms of housing but then there is

a lot of other, really bring industry in and that is why I would just love to see the airport and the industrial area there get really developed and get the infrastructure there and that we can bring businesses because I think we have had a couple of opportunities and they were lost.

Councilor Corran said first of all I really enjoyed the last presentation Joe, except I was six when the teacher wheeled in the cart for us to watch that and it was a deep traumatic experience so I am a little traumatized from that so if I ever see the TV on the cart coming into office, that also happened at 9/11 so am alarmed at all of those situations but I really appreciate that anecdote to force me to think about how I communicate as a city councilor which is often I think as elected we communicate selfishly in taking information and make decisions selfish and by selfish I don't mean that we are looking out for ourselves but often we want to get out of this situation that we are in that is really terrible perhaps or we want to avoid having a conversation that is really difficult with people or I just assume that everyone knows everything that they should know and get with the program and none of those are very productive community building activities and they don't allow for all of the types of information that we have been sharing today to sort of come to me and understand it and assimilate that information in ways that are meaningful and communicate that with folks and collaboratively make decisions and so I think to me the most powerful thing about this is to step back far enough back to understand both my short understanding which is always the case it is not enough knowledge or understanding or then take the time to listen to the folks who really do like the staff who are experts and think about these things like subject matter experts and then sort of external folks who can provide a different perspective and then not communicate in ways that are really not helpful to anyone. So, I think that stepping back, being a little less selfish but I also think of I feel really optimistic about where we can go, and I see all of these little cities and towns and they are making a concerted effort to do that and I think seeing how the idea of building up our community. It lifts a lot of boats and I don't like to use that metaphor all of the time but I do think that we have an opportunity to do that with what our capital investment are to lift a lot of boats and think about how we can move our city forward that way and I really look forward to doing that and I super appreciate the folks who shared their expertise today and collaboration and having these conversations and motivating me.

Councilor McClure said I think the communication drum is one I beat a lot. So let me actually go back to Budgetapolis for a second because what I took out of today is we are trying to make choices for the city from a holistic view. I think it would be helpful for council to get a sense of what you guys have to move around in the background that we may not see for us to have a better idea for what is being affected when we make those decisions. So when we are making decisions to say these are some of the mechanisms we have that we can use that would help us make better decisions so that is kind of what I took out of it is that I am going to be poking a little bit more to say hey, how are you guys actually making these decisions that we may not see. On one hand though I think it is kind of a checks and balances too, kind of rein us in so we don't go crazy because that would be like $45 million all to the library, let's go. I know we can't do that but what if we get somebody in the future who says that, right? Or all three or four people say that? It is very helpful for me to tell people for sure I am happy to redo the road, but I have been told that is like five to seven million dollars.

So where are we taking that money from? Even last night at the lead town hall, they had the ya we could do testing, that is $4 million. Where is that coming from? Most people would be like ya we have to budget that. So, knowing how that is done in the back end would be helpful for me specifically, I am going to say for maybe all of council too but I am not going to speak for all of you.

Councilor Mattiace said this has been quite a retreat for me because going back 23 years ago and seeing the planning that was put into force, good staff members at that time, good planning. I see the city in last 56 years that I have been here is growing, you know it is maybe 2%/3% with some of these cities I have watched that Joe mentioned are growing at 10% and 20% and so what happens if our city does grow at 10% and 20% in the next 10 years? And I believe this kind of planning prepares us for that and as Cassie said there is more data coming and that makes us change what we decide as councilors. We have to respect what the public wants because the public actually put us here and so at the same time we also have to listen to staff and I say listen because I try to listen to staff as much as I can in all the different departments from Quality of Life to Public Safety. So, we have to put those in priority, so my priority has always been to make this city safer and to have infrastructure reach all points of the city but then Joe brought something new and that is tax revenue. The value of land in or RLI and that is important so that when we do build we build where we can actually according to the Assessor get more value and get more bucks for our building so we have to plan differently and so with all of this together and realizing that things are changing and data is changing I just have to go to more retreats.

Mayor Enriquez said thank you first of all to Srijana and everyone else, to everybody for putting this Retreat on and thank you staff for being here and participating as you all probably saw I got here a little late and I didn't really participate much in the planning and the exercise and there is a reason for that. I wanted to go around and see what everyone else was doing. I wanted to get more of an awareness for myself but then also I recognize the awareness was for all of you is that this kind of Retreat shows how challenging things really are and one of the beauties of Las Cruces is how diverse we are and it is challenging but it is like whether the rate of return or what we are trying to get the result we are trying to get is whether it is tangible or intangible we all have different thoughts but if we want this city to prosper, thrive, to have a good quality of life we have to put the investment in the right place so that we can see the rate of return and I think that we all recognize that as the games went on and continue is where is the best bang for your buck and that is what we have to do is the city challenge but we also have those intangible things that really make us feel good in Las Cruces and that feel good is something that is important as well. So, we have to balance that and budget properly and as Councilor Mattiace has said more retreats in order to get that. It was a great learning experience and Joe's presentation was really good so that people could really see where you invest and how it brings a return back to our community. So, thank you all for sharing and thank you all for participating.

Srijana Basnyat said while they are pulling up a couple of dates on your screen to close out today's Retreat, I just wanted to thank the Convention Center staff who have been really awesome for us. Thank you for all of the logistical support. I want to thank Cynthia Alamillo, our CIP Manager for really stepping up and helping us plan this out. I also want to thank everybody on staff but especially our CIP Analyst Cynthia Campo

and who great for her and great for the city's benefit because she is still staying with the organization but she has received a promotion and will be moving to Utilities starting in two weeks and so we will be sad to see you go Cynthia and I just want everybody to show a little appreciation through the years.

Cynthia Campo said I am excited for the new challenge that is ahead of me but it is also kind of sad to be leaving my team because as you can see especially with this CIP Retreat that there is so much more that is going to be accomplished by this team and we are always pushing to be more innovative and to bring more to our city as a whole. I am going to miss every single one them and I am very grateful for the time and all of the opportunities, thank you.

Srijana Basnyat said just to wrap up here are the dates to look forward to in terms of the CIP development and adoption by city council. So, we will have a formal Work Session again on the 24th, we will do a Work Session/Public hearing in April along with the budget team and then anticipating the FY26 CIP adoption on the 19th of May this year.

Sonya Delgado, Assistant City Manager said thank you so much. I appreciate everyone being here and I want us to have a big, big thank you to the P&I Team so if they can all stand up. Great job everyone, I appreciate that. You guys did a fantastic job. I know there was a lot of information we shared. We had some great conversations at the tables, and I know that one of the things we wanted to talk about and what I am hearing is two things, one is that we want to get our hands on those maps so we can play with them. We are working on something similar. We used those for the presentation on here and have that conversation and I was just talking with Mark and so we are going to get together and see what we can do for you. It does take a lot of data. We want to make sure it is all working correctly, all the time so that it doesn't give you anything erroneous at any point in time. Secondly I know that we all wanted to see what Las Cruces looked like, kept hearing that so we are going to work on that as well so stay tuned there will be more information coming and I think it is going to be great because I too am excited to see what the city of Las Cruces looks like because it really got me thinking. So, I had a sneak peek of this presentation a few weeks ago and I had been thinking a lot about it so I was trying not to partake in the conversation that much because I kind of had an edge, but it was great to hear all of the conversations. I heard a lot of stuff around me so I hope that it does resonate with everyone. I heard that a lot of people were really excited so that excites me, so I just want to say thank you to P&I. You guys did a great job. I have seen this program grow and it continues to grow and evolve, and I think it is doing a great thing. So, thank you all for your time. I hope you have a great rest of the afternoon.

Adjourned at 3:29 p.m.

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Mayor

City Clerk

MINUTES
Joint Work Session
Monday, March 10, 2025 @ 1:00 PM
City Council Chambers, City Hall

PRESENT: Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becky Corran, and Councilor Cassie McClure

ABSENT: Councilor Becki Graham, Mayor Eric Enriquez, and Councilor William Mattiace

1. PETS OF THE WEEK

1.1

None.

2. READ CLOSED MEETING STATEMENT

2.1

The Las Cruces City Council met in closed session and only discussed those limited items as stated in the posted notice to discuss threatened or pending litigation in the matter of Memorial Medical Center – Notice of Breach sent on August 29, 2024.

3. AGENDA ITEM

3.1 OPIOID SETTLEMENT FUNDS UPDATE.

Barbara Bencomo, Chief Administrative Officer gave overhead presentation.

Jamie Michael, Director of the County's Health and Human Services Department continued the overhead presentation.

Athena Huckaby, Medication Assistant Treatment Provider the continued overhead presentation.

Ray Stewart, Recovery Director of Amador Health Center the continued overhead

presentation.

Dr. Edward (Ned) Rubin, Retired Addiction and Health Psychologist continued overhead presentation.

Jamie Michael continued overhead presentation.

Barbara Bencomo the continued overhead presentation.

Jamie Michael continued the overhead presentation.

Councilor Corran said I have a couple of things I heard in this presentation I feel like these seem like excellent recommended strategies, I deeply respect the work that the committee has done. I do want to sort of speak to I feel like I would like the committee to continue to play a pretty critical role I feel like it's really a pretty powerful group of folks who know a lot of things. I think that trusting that work I would like to see that really be maintained into the future.

I guess I sort of have a follow up question related to one of the inflection points is strategies and one of them is related to funding. My question is more related to funding, the two trust related strategies, I'm curious because I think I've been very vocal in saying I believe that we should be maximizing our benefit as soon as possible because literally we need to be preventing people from dying five years into the past, which we cannot do, but I'm curious, on the models where two different scenarios of funding, I don't see in here anything that looks like a big pile of money at the front. A lot of these things look like to me, not small amounts of money, but these seem like programs that would seem to maintain in the community longer than a very short initial disbursement, but I say that because I am in favor of us maximizing our benefits at this moment, but I'm curious programmatically if one or the other of these approaches will maximize the number of people effected and/or the capacity in the community to address the issues in the long term and how those two things relate to those two funding related strategies.

Barbara Bencomo said that is an excellent question and that is actually the balance that you would have to perform in order to decide not only would you want to establish a trust, but what proportion of the trust you would want to expend, the two scenarios that I gave you, are really kind of on either end of that spectrum. The first one, as you recall, was setting aside 100% of the proceeds into the trust and just taking a portion, say 5%, for expenditures on an annual basis. That's the one that gave you about a half a million dollars a year to spend. The second scenario was splitting up the proceeds, 50:50, and we'd have a greater amount of funds to spend on the front end, because we've already received funds to date, and then you would proceed with about half a million a year and the trust would then grow, as I said in both cases of those scenarios to just over 20 million, but you could structure a trust so that you set aside 25% and expended 75% it all depends on what time horizon you want to go out, 20 years, 25 years? What is it that you think that you would need for this opioid crisis in the future? And the reason I emphasize for this opioid crisis because as I mentioned, the use of the funds, is governed by the settlement for this specific purpose. So going out 10, 20 years, I'm certainly not an expert, I don't know what could come up in those years that we might need to address, that will be different from what we are dealing with now, we would have some limitations on those funds going out years from now.

Jamie Michael said I just want to add a bit to that. It is probably a bit premature to ask you to make a decision about investing the funds right now. What I foresee one of the next steps as

we put together the proposed activities and really work those out as a scope of work, we can come back to you and say the investment for this activity is approximately this much money or approximately this much money and that may then help you decide how much do we need to then frontload these programs versus how much do we need to have over time to maintain these services.

Councilor Corran said that would actually be really helpful if that could be part of that because I don't want us to set up nonprofits or other organizations to have this unpredictable pile of money and then no money or not enough money in the future that would be really helpful to mention when the next part comes forward.

Commissioner Schaljo-Hernandez said I do have a few questions, I was actually really surprised and glad to see that trust portion put in here as well, but I just had a generalized question, maybe for one of the members of the advisory board. So, we have the recommended strategies, off of these recommended four strategies, how many of these are current programs we have in our community versus new programs that we're going to be introducing into our community. With that being said, also if we can just get a general idea of if they are programs that are in our community already, then someone is obviously monitoring these programs for what kind of outcomes are coming from these programs and do we have a general idea of how successful they are, currently to date in our community.
Jamie Michael said we did an asset map along with this and there is something happening, there is some activities happening in our community related to all of these, that's why the group is really recommending some very specific using this money to meet some specific gaps. So, for example, medicated assisted treatment is available, in fact we have a lot of providers in our community that offer medicated assisted treatment, and the evidence shows us that is extremely effective, so we know that that is an intervention that works, but when we looked at the asset map, there were very few, maybe one provider, that can work with pregnant women or newborn babies if they have an opioid use disorder. Know that that is a population that is missing. We know that people out in the rural areas have less access, so we know that that is a population and a service that is missing when we look at medication assisted treatment, so we took an effective, proven intervention and we're trying to figure out how to connect it to more people or to more vulnerable populations that have less ability to access the service. So that's an example that I hope answers your question, but I'm going to ask Athena to also help me respond.

Athena Huckaby said I was just going to talk for example the company I work with, Ideal Option, in other states where we have funding available for it, we have mobile units, a van with a logo that goes to rural communities, provides services, via a nurse practitioner, a medical assistant takes the vitals, in some cases can even have the medication available on the van and therefore expanding that access. So, we currently do have a clinic, we have a 24/7 referral line, we have a peer support worker, but that could all be expanded to be more accessible to people. And then the thing that I also would like to talk about is something that Ned talked about, which is stigma. There still is a lot of stigma, not only around having an opioid use disorder, but around taking a medication for it. Even though these medications are proven to be effective, are FDA approved, have a broad evidence base, people in certain behavioral health providers or certain medical providers or certain peers will say that people aren't really recovering if they are choosing to take these medications. And so, I can see ways that also the things that Ned talked about like a media campaign could fall in also to reducing stigma around medication assisted treatment and thereby encouraging more people to get into that. If that makes sense?

Commissioner Schaljo-Hernandez said no, for sure, and thank you for addressing that. I love what you said about kind of meeting people in the rural areas where they are, because

expecting them to come to Las Cruces isn't practical, that's thirty, forty-five, sometimes an hour depending on where you are in the county, so I appreciate you saying that. And something that I would really like to see along those lines as well as when we start continuing these conversations hopefully on a more regular basis that we do look at the successes that way us as a board, both boards together can make these decisions as informed as possible. Because at the end of the day, we do want to make the right decisions not decisions that may or may not work.

So, thank you for addressing that, and that also kind of brings into my ideas of the trust that was talked about is if we were to allocate money for what we said the upfront cost is, for a lot of these to get them going whether it's working with those one-time payments of whatever it takes to get those providers in house or whatever it is, but also the trust would then set up monies for any possible changes in 5, 10, 15, 20 years to programing when it comes to these funds that way this board can meet again to go over maybe we need to change what money. It is more of a longevity outlook on hey this best practice isn't a best practice anymore.

We want to move that money here, well, if we allocate all that money upfront on the front end, we don't really have that ability to then change programmatics later on. So, I actually would definitely be a fan of the trust. I don't think 100% is needed but definitely highlighting what needs to be done and then I do see Jamie here now, and then my question was on harm reduction as well. So, I see that we went with harm reduction as a recommended strategy. Where in these four strategies does harm reduction fit?
Jamie Michael said one thing that is really beneficial working with Vital Strategies is they have laid out how you can take harm reduction treatment and prevention and have it touch all of these recommendations. So, we can do harm reduction in all three of those recommendations. Obviously, it will look different in each of them, but harm reduction touches all of them.

Dr. Ned Rubin said I just wanted to address your question about what else is going on in the community. A couple of things I wanted to mention, there are certainly prevention programs that are going on in the schools, the kind of prevention I talked about earlier is broader prevention program that will have touched the whole community as well as working with the kids in the different medical settings that I had briefly mentioned. There is a project going on right now, to increase providers of medication for opioid use disorder where through the Center for Health Innovation we're reaching out to train medical providers in the state, certainly here as well, obviously, on how to provide buprenorphine in the context of their practice. So that they'll be able to reach more people, that of course partly addresses the issue of stigma, what practices will allow that to happen, which is one of the things that we want to talk about but there is some work going on in the community to try to expand that now. We hope that through some of the work that we can do down the road, we can expand interests and the availability of medication for Opioid Abuse Disorder as well.

Councilor Flores said my question is money. So, you have the trust, who takes care of it, and you talk about money running out, and wanting to allocate money to programs that are going to be successful, but the ones that have been, based on what people are saying, successful. So, it seems that how much is the trust and they've been invested, is it going to grow? You know the corpus; you always have a corpus and is that destined to grow or are you just going to go with this program until the funds run out? That's the part and I want to applaud everybody, Athena, Ned, Francine and everybody else who has been involved with this project. So, that's my question Barbara.

Barbara Bencomo said so, I do want to emphasize that we, the City and the County, will be

receiving distributions for over a 17 year period. So if you think about the receipt of the funds, I mentioned some of them are front end loaded maybe one time payments, but we will be receiving funds over a long period of time from the various manufacturers, distributers, and retailers. So, there will be a source of funds for quite some time, the trust would protect a corpus, as you mentioned, you could establish that as a long-term investment, similar to what we have done for the Telshor funds, that allows you to invest in longer term vehicles.

Right now the funds the City and the County have received are not designated long-term investments, and so we maintain the same kind of liquidity and short term investments for these funds as we do with our other funds that we hold for our operations, payroll and that sort of thing, we are receiving returns on that, but it's not the same kind of investment that you would make if you designated it a long term investment. So that's one thing about how the trust would be administered, and then of course in establishing a trust you would need to establish the oversight, who is involved, if it is the joint city and county, where each establishes their own trust, there are many different ways to do that, many different options. So, of course, that would be at the request of the governing bodies as to how they're established.

Councilor Flores said yeah, I suppose the onus would be on the governing bodies, but 17 years sounds like a lot of time, but think about the baby you had a few years ago now who is now 20. I mean that went by really fast! I really laud and applaud the people who are down in the trenches working with people who have addiction and all that but with all due respect, I don't think it is going to be solved in 17 years. It took a long time to get where we are now, and I know that Athena really emphasizes that the shame part really has to be worked on. You know there's no shame in being a woman, there's no shame in being a brown woman, there's no shame in being a drug addict, I'm not a drug addict, but one of my brothers became heavily reliable on drugs after Vietnam and I think that happens a lot to our veterans. He recovered, he was ok, he's passed away now, anyway, has any of those thoughts or any discussion have you addressed that issue of making sure there's funds to perpetuate? Because I think we've been very fortunate to have something go 17 years, and however that happened, maybe you can make it happen again to make it possible to go longer beyond that time.

Barbara Bencomo said I applaud the advisory council for bringing forward the concern and the interest in providing this option to you all, certainly it was at their behest that we developed these scenarios that we presented to you, we did not go as far as recommending one we didn't even know if that would be a direction that you would want to entertain. That's the kind of guidance that we we're looking for.

Councilor Flores asked what about the money part? I think you all have done a wonderful job in a short amount of time, everybody who spoke, spoke very highly and positively, but I'm just wondering about how much longer this can go on beyond our given lifetimes here.

Barbara Bencomo said I think as Jamie said, if we were to get the go ahead to pursue the strategies that the advisory councils recommended, then we can move to the next step which is the recommendations of certain specific actions and programs and that would certainly help to inform the expenditures that would need to be made when and how and where and by whom and that would all help us to present some more specific options with respect to a trust structure. So, we really need to get to that next step where we start to quantify the actions that can be taken under these strategies so that we can pursue the trust options further.

Commissioner Reynolds said looking at some of the discussion first thing I am totally in favor

of the trust and putting money in there so that we can have these programs last as long as possible. Part of the reason I feel that way is because Mr. Stewart pointed out something that I think statistics that are very important, and that is he said that only 10% of people who actually need the support get the support and then the ones that do get it, only 25% of them last in the program for over 6 months.

So, what that tells me is that we've got some really good ideas here, I don't think we have solutions, and I think the only way we are going to get solutions is to take some of these ideas, put them into practice, and try to determine where our money should be spent in the future and if we create a trust, that's going to provide us long term money and I mean even past 17 years I think we have a better opportunity actually to get a good handle on this situation and appropriately address it. For that reason, I think that it's important we remember that these are really great ideas we've got a great committee we don't have enough evidence-based solutions yet to determine exactly how to use all the funds we're going to get and so putting it in a trust gives us a chance to try a few things, change direction and refocus.

Barbara Bencomo said I'll just add that fourth strategy that you see up there for data collection and research is really going to play into the evaluation of the expenditures and the programs that we embark upon to determine how effective they are for our community.

Mayor Pro Tem Bencomo said I just have a couple of questions in terms of the logistics of how we hope to spend the money. I do think it's interesting, I was looking at the National League of Cities and they talk a little bit more about the principal around spending money to save lives and I think that has to happen now, not in 20 years, right? That needs to happen yesterday. It's interesting because on here it also talks about given the fears of an economic downturn that many localities will be tempted to use, and maybe perhaps even nonprofits will be tempted to use dollars to fill holes in their budgets rather than to expand needed programing. And it warns jurisdictions should use the funds to supplement rather than replace existing funding which I think is incredibly important to keep in mind. I also appreciate the recommendation on the trust, I don't know, it's really tricky for me to think about rainy-day funds given the size of New Mexico's rainy-day fund, and how we hardly tap into it when our communities are mostly in need, and I think there is a really slippery slope in this scarcity mindset. And it is because let's be honest, this money was never intended to solve our problems.

This money was intended to stop gap, right? These pharmaceuticals created a ginormous problem our communities didn't have the resources to care for trauma and heal people's trauma and that is how we ended up here. It's going to take a lot more than what the settlement is to reverse and to heal the amount that we actually need by no means am I looking at this money thing as our saving grace thinking about a trust is a really smart balance of how we leverage it and extend the life of it. I don't think 100% of that honors the spend money to save lives principle, I think we need to do that now. We need to invest in programs now. Now getting to that part, just in my experience being on the council I guess the only other thing I can sort of compare this to is the ARPA dollars. ARPA dollars came, they gave us one set of money and they said good luck use it best you can. And of course, we tried to leverage that in many ways, some of it was to supplement budget because of economic downturn and a lot of the rest of it was to provide back to communities. Here we are saying that's literally what we want to do. Barbara, in your discussions with staff and the committee, is the hope that we would create an RFP process that we would put out to the public and organizations apply with their ideas that fit these strategies?

Barbara Bencomo said yes, we have spoken a little bit about it, we have been really focused

on the data gathering, evaluation, the establishment of the recommendations to date versus the next step, with this the administrations, and I think Jamie mentioned this, doesn't involve potentially RFPs and obviously alignment with P code, local and state, etcetera, but we did think about that in the beginning as Jamie mentioned. The folks that are on our advisory council also are there because the groups that they are in, their expertise, not necessarily their employers who might respond to an RFP, but to the different collaboratives that they represent as well, because we wanted to make sure that we maintained the integrity of that process when we did get to it, but yes that is certainly the next step. After we defined the specific actions that could take place under any of these umbrellas, we'd have to determine how do we get those services in place in our community.

Mayor Pro Tem Bencomo said I mean I think that doing this kind of RFP process that encourages collaboration amongst organizations that will decrease less of that somebody talked about this is a time to unify, right? Not split apart when the RFPs come, and we are all fighting for a little bit of the piece of the pie. No, let's honor and uplift more so projects that are collaborative in nature with organizations in our community. The other thing that I think of, and I think this will allow for some creativity to come about. In my experience as a social worker, as a councilor, I can certainly say I think programs that have mobile units are really exciting, I think overdose prevention sites are really exciting, but if we as a council and a commission say do that, there's not necessarily a collaboration with community partners that may be saying there is no capacity, or maybe there is, right?
What I'm saying is I think it's a lot better to create a space where the end user, the actual organizations in our community are being the ones co-creating and inviting us to participate in a partnership instead of us kind of mandating or dictating what we think should be done. I think it can happen in a collaborative way. That being said, and I appreciate that your thinking about the committee being sort of in place for a while, I think it is important. I do have some concerns; my hope would be that some of the folks on the committee that work for organizations, like Ideal Option or FYI, would be applying for these funds and so have you thought about this sort of conflict of interest that exists there and how we plan to navigate that? And those were just organizations off the top of my head, I'm not saying only those are represented.

Jamie Michael said you are bringing up some great points, when Barbara and I sit down and say ok now logistically how is this going to work? We both go ok wait we need to step back and really put together a good plan, part of that defining the responsibilities of each government looking at different procurement processes. RFP is one procurement process, but there are other procurement processes, but yes, at some point, whatever the procurement process will override the participation and the advisory council. There may be a time where it's only a few members of the advisory council come together and review proposals for example. We will have to balance that out and it is going to take some thought on both parts of government beyond just us, but with our legal departments and our purchasing departments to figure that out, but I also agree that the more collaborative we can make it, the better and if we really work through some intentional and specific outcomes, then the proposals will all be focused on accomplishing those outcomes and I think we will have a better chance of making sure that the contracts that result from that all work together.

Mayor Pro Tem Bencomo said I appreciate the timeline that you presented in the PowerPoint I think you know I would like to see some of this money start to flow out this year I think that we've done this process, the collection process long enough that I think getting some of this money out is critical now, or as soon as possible. Before I hand it off to my colleagues, say that on to the education piece, if there is anything that we could do also to try to prevent money being used on billboards or strategies that we know are proven to not necessarily work, right? Like I think prevention where is it best and where are the dollars best spent that

aren't necessarily like commercials and billboards and those kinds of things I would be very grateful.

Barbara Bencomo said I also wanted to mention you highlighted collaboration, very grateful that you did that, because that's the whole root of this effort. Certainly, want to make sure that we also highlight the collaboration with the State as I mentioned they are receiving funds, they are utilizing funds for this purpose as well. And one of the things we've been very intentional about is keeping that collaboration strong with the State so that we don't duplicate efforts that we are well aware of areas that will be contributing to, in our community as well.

Tim Jenkins, Member of the Public said thank you very much for the trust fund issues, one thing that was brought to my attention when Corran spoke, if we do a trust fund my concern is something comes up in a year, like we've done this for a year, it looks like we could really use a mobile unit. If we have some kind of umbrella in that trust fund that allows us to say we need $80,000 to do this milestone, that we make sure that we put that in there so that we're able to do that.

Mayor Pro Tem Bencomo asked is there anything else you needed from us today and then when can we expect to be back here?

Barbara Bencomo said so today what we were looking for was guidance on the four recommended strategies so that we can then take that next step to develop the actions and come back to you all with that information according to the timeline that we have here. So, I think we have the thumbs up I see Commissioner Reynolds, thank you so much. That was what we were looking for today.

Mayor Pro Tem Bencomo asked I guess individually as bodies, each of us would be presented with resolutions to vote on, correct?

Barbara Bencomo said yes Mayor Pro Tem once we determine sort of the administrative path forward, taking that through both the City Council and the County Commission. Yes, there would be a whole series of actions that we would need to undertake that would come back before the individual bodies because, as I mentioned earlier, the funds are held separately by the City and by the County and so in order to authorize them for certain uses, you will definitely on the City's side be getting a budget adjustment resolution for that.

Commissioner Schaljo-Hernandez said I just have a question on the funding. So, if we decided to do a trust or anything like that, and there is monies available can these monies be used as matching funds for grants?

Barbara Bencomo said again, Schedule E which is the allowable uses really what governs the use of the funds, so if the grant were for an allowable use, and I absolutely think it could be used as matching funds and that way we could leverage them.

Commissioner Schaljo-Hernandez said thank you Barbara I think that helps, but also just kind of a final thought, if we did choose to put some money into a trust, I would love to see a provision in there to where if a nonprofit organization that is following the guidelines that we set forth for the use of this money, whether it's you know whatever it could be, I would hope that we would be able to help out with possible grant funding if it falls in line with the acceptable uses that we put forth as a board. I would love to see there be like almost a process to help shell out some of that money especially if they are helping to bring solutions to our community and it would even help offset those monies.

So, like what Mr. Jenkins said about needing a mobile unit or something like that I would love to set, and 80,000 dollars is a great estimate if you can find them, we'll buy them! But to say that hey we'll match that $80,000 grant for $80,000 more, whatever it is, I would love to see us be able to do that as a board. Maybe that's another role that the advisory board can kind of help stay engaged with as mechanisms such as that.

Barbara Bencomo said you know we have something similar like this set up with the Telshor fund for health-related public services and our own Natalie Green administers that where there are proposals from the community that meets certain criteria so I think that that certainly is doable and, if I may, I just wanted to speak to one last item here that's very important, especially near and dear to me, and that's the transparency for the use of these funds. I know for those of you in the city council, you know that for our opioid funds we set up transparency portals in the website that explain where the funds come from. What are the allowable uses? How much of the funds we've received from where and how are they being used and what is the impact? Right now, we have that set up for the opioid settlement funds, just through the point in time where we were receiving funds, but once we do establish the use of the funds, I very much anticipate that it is similar to the ARPA funds, we would also continue to add to that transparency portal to indicate where the funds are going, who's administering them and what the outcome is. And along those lines, we certainly have received numerous documents and directives from our state auditor respective to the use of funds, they are certainly watching to make sure that they are in compliance with the allowable uses of the funds so that's something that we all are very cognizant of and again can be very transparent in how we are spending the funds in order to show compliance with those allowable uses of those funds.

3.2 OVERVIEW OF EMERGENCY TRANSPORT/AMBULANCE SERVICES WITHIN THE CITY OF LAS CRUCES AND DONA ANA COUNTY.

Stephen Lopez, Assistant County Manager, said over the last roughly 10 months, the City has contracted with AMR, American Medical Response, to provide ambulance service throughout Dona Ana County and this was the result of a joint agreement between the City and the County, and we have noticed on the County side significant impact, adverse impact, to our Fire and Rescue Department and so we started working with the City of Las Cruces administration over the last few months. The City has been noting similar concerns, and so we jointly wanted to bring this item up to you all to start having a discussion about where we may want to go in the future. For example, for the Dona Ana County side of the last 4 months of 2024, the County was averaging having to transport 225 patients each month because AMR could not. That's a big impact for County Fire Rescue, and again that's averaging out over four months, and this becomes a bigger impact to the County because we lease our license, our certificate of need, to AMR as part of the contract. Had we not been doing that, we would have been able to bill an annual average of $1.4 million or more, to insurance. We are currently subsidizing AMR not only in the $3 million that the County provides the City to provide to AMR by contract, but we are also losing out on any potential billable revenue because of what we are having to cover because AMR cannot.

Brad Douglas, City Attorney gave the overhead.

Councilor Flores said I'm not surprised that you've presented this report about them, this topic came up several years ago and the person who was heading that or the owner came in here and stormed and was yelling at us, they said, oh you know we're

going to take all these corrective measures, and here we are. My concern, first of all, you said they listed how they came about they were one of the only ones who applied, is there anyone else in the area that would be able to perform that duty or that service? You know you can't take blood out of a stone. I think we are between a rock and a hard spot because what options do we have? But my real concern here is the people who have not gotten the service and we probably have had some deaths or dire consequences of no response, or has our department jumped in?

Stephen Lopez said the City of Las Cruces within the city limits has actually been very well poised, good foresight to build up that emergency response capability within the Las Cruces Fire Department and so they have been handling those high priority calls, which is fantastic. And you asked what can be done, we're between a rock and a hard place. At the County, management has been working with our individual commissioners about the potential need to move to Fire based emergency medical services. We expect delivery of three more some people call them Ambulances, in the Fire service right now they are calling them Rescues, way back in the days of squad 51 they were called Squads, but we are getting three more of those within the next week and a half, with those plus what the Sunland Park Fire Department has and the Mesilla Fire Department has, we will actually have more ambulances in the outside Las Cruces area than AMR has right now. So, we are not quite ready, staffing wise, but we are getting there. By July 1 we will be fully prepared to take over fire-based EMS if need be.

Commissioner Reynolds said I started studying the AMR service about 5 years ago when I first came almost 6 years ago and pulled all the MVRDA data for a year in order to study whether or not we're meeting the contracts that we have, and since I've been on the MVRDA board for the last 6 years now, I've not found them to be able to meet the required response times in either the City or the County consistently. And in the year that I've looked, part of the reason is the way that they manage their service, one of those is you'll get a service call out to have somebody show up here at this building, and then it is their choice to move it from one squad to another squad, there's no hand off so the one squad may get called, 20 minutes later they'll hand it off to another squad who takes 10 or 20 minutes to respond but there's no connection from the time of the first call and the squad that actually responded.

So, we have a problem with record keeping, we have a problem with management, we have a problem with response and also having people out. In one of my districts, Talavera, I've actually been there talking to them on several occasions, and they say that their instructions to their family members are drag me into the car and drive me down to the hospital because I can't wait 45 minutes for the ambulance to get here. And that's been the standard practice for the time I've been in the office for now almost 6 years. We have been preparing for this moment for about 4 years as well.

Commissioner Schaljo-Hernandez said I just have a quick question. Who makes up the Ambulance Oversight Committee?

Sean Heck, Interim Fire Chief said the AOC is made up of mainly the Fire Department since we were the contract administrators who created it, so the City Fire, we lead the

AOC but we also have the County Chiefs in there too as well, Sunland and Mesilla, Las Cruces, Dona Ana and then of course Jamie Michael she's also involved with this too as well. And that is our responsibility to look at the data and provide the oversight on whether or not we get an exemption on the OCU which is where the money comes from and then the other components of the contract where they're supposed to be providing us with data on their apparatus readiness, the service on the apparatus, their unit availability times, their plan for deployment, but we have not received that part either yet. And we are past a year of this contract already. It went into effect March 1.

Commissioner Schaljo-Hernandez asked what is the trigger and/or the mechanism that would force the AOC to kind of start looking at this?

Brad Douglas said that trigger would be if the contract administrator makes a finding that for any 6 month period, and they don't have to be consecutive in the way that I read them, of the proceeding 12, that AMR is noncompliant with their response times standards, 85 and I'm just making the zones up, but North, Central and South, 85 for those zones 85% of the time and then 90% for the other two, if they are noncompliant for 6 months then the AOC can implement emergency take over proceedings.

Mayor Pro Tem Bencomo asked in terms of the exemptions, can you talk a little bit about that? How do they go about getting an exemption for not showing up to a call?

Brad Douglas said yes, so I can talk generally about it, I'm going to defer again with regard to exemptions. What you would be looking at there is something that is classified as a priority call, and they don't make the response time let's say, and then later on it is found that it was actually not a priority call, let's say it was mistakenly classified as a priority, when really it was only an interfacility transport, you know moving from one hospital to another or one carrier to another, in a non-emergency status. They could contest that finding and request an exemption, Chief Heck, am I on base or totally off-base there?

Interim Fire Chief Heck said no, that is exactly right. There's in that contract they have some criteria that allows them to get exemption, whether they're canceled, whether they're downgraded onto a call, and then of course inside of a call itself there's certain parameters that they can as well. We were looking at the concept of if the scene is not secure, and then because it isn't a secure scene, we don't want people driving code 3 response time criteria kind of tappers off on those a little bit. So, there are a few items within the contract itself that allow us to provide them that exclusion and basically the way the system's designed is they're supposed to go through all those calls and then they submit a request to their program first watch, they submit a request to get it exempted and then we turn around on our side between the Chief DC and then the BC and we go in and we look at those and say yay or nay. So that's kind of where that's supposed to go and the problem we're running into is that they are not doing it. And that's why it is uncontested I've been trying to make sure that when Brad was presenting, they still have that right to do so per the contract, but it's been a very challenging process to get that done. We did that million-dollar request, part of that reason we are doing those things is they are not getting that part done. They haven't

even looked at quarter two yet, except for 239 calls out of 2,000, none in quarter 3, quarter 4. Again, we are a year in, and we've really not done a whole lot for that part of it. So, the way it looks in my head today and talking with staff is that the numbers are the numbers and we're just going to move forward with that and just call it a day. Trying to get them to follow through on that part of it.

Just a real quick point of clarification, the zones are laid out in the contract and he's kind of right there is the north, the central and the south. The response time is only in the central though, the north and the south have what we call level of effort where they just do the best they can. I understand you concern in the County is that realistically there isn't a true time because one of the things we did is we forced AMR to keep units in the south and in the north. In the past they would take those units from the north and the south, bring them in to cover the city because we're the busiest but they would also bring them in for non-emergency transfers too, but they would bring them into the city and then you wouldn't have that unit available at all in that area, so now they have to keep the unit there, and the unit that is there is just doing the best they can with what they've got, but they are still running into the same issues that they're having to transport, no different from us, we're averaging somewhere in the neighborhood of about 800 transports a month in the city alone for those calls that are not our calls because we took the emergency, we took the big ones, we took the ones that had the greatest impact on life, like CPR, chest pain, strokes, those are Fire Department, they are getting us, the other ones we are still having to transport in the neighborhood of roughly 800 a month of those calls that are supposed to be done by AMR just as a lack of availability.

Mayor Pro Tem Bencomo said that's a significant number. I think the other concerning thing is outside of the control zone like you said, the bar is low, and it is still not being met. I think

Councilor Flores is right we have been here before in terms of this conversation and so obviously I'd like to hear from the Fire Department as well in terms of readiness and the challenges of being able to meet that in July or sooner, you know we heard a little bit from the County in terms of the number of apparatuses that you'll have, that's great, I am curious if we can get an assessment from the City?

Interim Fire Chief Heck said as it sits today, we have four rescues, ambulances 24/7 right now that are operating for the department. We just put our fourth one, which was doing 12 hours as of right now it is doing 24 hours so we have those availability right now, we have rescue 9 come February, 9 opens up we're going to have another rescue that will be there as well, and then of course we have our backups, our reserve that we have in the neighborhood, we have three van style that aren't the best, but if you need to use them, they work ok, but then we also have an additional four apparatus that are in reserve and we've got another one coming. So, for us, we're set, we were set last year, we're going to have to pick up a few people to help support this because of the numbers and amount of units we want to have available to meet the needs of the community so that they are not waiting, if we set a standard of 12 and 13 minute response times then we need to meet that too as well as the department. We're poised to do that, I think it would have been a little tight last year, but we're

definitely in a better position now, because we already have four 24's running right now and we need 7 total units and we're almost there.

Mayor Pro Tem Bencomo asked and seven drivers? More than that?

Interim Fire Chief Heck said it's more than drivers, it's EMTs and two EMTs on it riding and so you'll need the two personnel per that we would need another 20, we need five 24 hour trucks and two peak time trucks to meet the needs of the City. That's what we would need for us.

Mayor Pro Tem Bencomo said I'm hoping we can, is there a budget analysis from the City Manager that we can get? And then the last thing I'll say on this is that the obvious challenges are there, matter of life and death, in some cases, in many cases I'm sure, just honoring the contract, all those kinds of things. Additional piece that feels really important to bring up Brad is, like this also consumer protection matter, right? So, maybe not, you're the attorney, it just feels to me like there are serious issues here beyond just not being able to meet the terms of the agreement.

Brad Douglas said that's exactly right, I think that you or maybe Councilor Flores has mentioned negative outcomes that's something we want to obviously avoid at all costs, I would say at this point, the next steps that I'm going to pursue, unless I hear something different from you all, I am going to coordinate with the Contract Administrator at AMR should be expecting to receive that communication this week because we would like to see their plan for remediation to address these issues. Hopefully that's the end of it, hopefully it does get addressed to both the City and the County's satisfaction. But if it doesn't work out, the reason for some of the slides that I put in here had a focus on readiness and some of your questions focused on that as well, but I just wanted everyone to be aware that we need to be ready to take over on very short notice if that is what ends up occurring.

Commissioner Reynolds said prior to the contract in 2024 I've been on the board since 2019, prior to that contract we did have a specific response time, if I remember correctly, it was 40 or 45 minutes, that we were required. They never met those standards either so based on the numbers that I've been able to pull, but I do have a question. If in fact we do take over the contract, do we also get any of their assets? Like some other ambulances?

Brad Douglas said in my reading as recently as two or three days ago of the agreement, the emergency takeover provision seems to anticipate that the takeover would involve equipment and assets, the only exclusion in my mind or what wasn't clear was that it would not include personnel. With regard to the 45 minutes that you referenced, that language is actually still in the current agreement. There's a clause that states that in no event will a call take more than 45 minutes to respond to.

Commissioner Reynolds said that's what I thought as well, and thank you for responding about the equipment, because it was my understanding that by taking over the utility that we actually get all the equipment as well.

Commissioner Schaljo-Hernandez said in the contract, you've been talking about how they're curing the calls if there's any of that, they are asking the AOC to cure whatever. So, in the contract there's also part about a third-party data review, is that that AOC board?

Brad Douglas said I'm not sure honestly.

Commissioner Schaljo-Hernandez said there's a lot of people saying no. Ok, so with that being said, in the contract they have to be out of compliance for 6 months, in a 12-month period, and basically, they're behind how many months on getting us that data?

Brad Douglas said the way that I read the data, is so far, and Chief correct me on this if I'm wrong, every single month has been delinquent getting those response times. And now the 6-month requirement applies to an emergency take over that would have to be approved and recommended by the AOC, however the remedial measures requirement is only that they'd be not meeting response times for a 3 month period. I strongly believe that we are already there, arguably for both, but certainly for the remedial measures' requirement.

Commissioner Schaljo-Hernandez said ok, no, that makes sense, so thank you for that, I'm trying to understand exactly, so there's two things at play then, right? There's the money aspect of getting compensated that way and there's the deficiencies on their contract and what they're actually performing so we believe that they're in non-compliance with both of those aspects.

Brad Douglas said unless someone corrects me, I believe that is accurate.

Commissioner Schaljo-Hernandez said ok, and then which portion of that triggers the not the money remediation, but the we're taking over services portion?

Brad Douglas said not meeting response times.

Commissioner Schaljo-Hernandez said for the 3 months or the 6 months?

Brad Douglas said 6 months.

Commissioner Schaljo-Hernandez said 6 months and we have all of that data from the day that they started services in Las Cruces and Dona Ana County to now? We have all that data up to date?

Brad Douglas said I believe that is accurate.

Commissioner Schaljo-Hernandez said ok so then I think the only thing that I just have a question of is in the contract kind of got a presentation on one of the key differences was all that data needs to go forth through a third party data review portion system so that's my only question is that.

Interim Fire Chief Heck said that is that First Watch Program, the OCU, the Oversight Compliance Utility that third party program, it was in the contract that they have to fund, and it's their program, they're the ones who went out and got it, they use it in other locations, so this is a program that they've been using in other locations that have similar standards that we set forward, we've already been exercising this program. It came online in August, we spent two months exercising it, get it right so all the data comes in, what's our clock start time what's our clock stop time for those response times, so we went through all that effort for two and a half months to get it where it's supposed to be and that's that review that you're going to be so, that's the data that's sitting there, that's that review that you're referring to sir, it's through that company called First Watch. It's in play, like I said our problem is they're not exercising it, they're not utilizing it as the contract said. Even if they did, their average response time percentage right now is like 45% in the city and even at their best, trying to scrub some there's no way they are going to get another 40% back in my mind. So that's why I'm very confidant in what Brad's bringing forward, they haven't been hitting it at all, they haven't been hitting those benchmarks at all.

Commissioner Reynolds said there's one more thing that both boards should know. That is one of the biggest challenges we're going to have is transitioning into this service is that having someone to actually do the billing for the transports because it is insurance that gets billed, and right now I don't believe the county is in a position to start taking over that billing and I'm not sure that the city is either.

Interim Fire Chief Heck said we have a contract with someone for two years now, but I think we've been using EMSMC we've been using them for the past couple years since we got our CON that was one of the benefits of getting it, since we've been transporting so much, since we started tapping into that part. They are poised and ready to help you when you need it, they'd love to get your business.

Commissioner Reynolds said that's something the County will have to deal with.

Councilor Flores moved to end the joint work session and Commissioner Schaljo-Hernandez seconded it.

Adjourned at 3:10 p.m.

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Mayor

_____

City Clerk

MINUTES
Work Session
Monday, March 10, 2025 @ 1:00 PM
City Council Chambers, City Hall

PRESENT: Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becky Corran, and Councilor Cassie McClure

ABSENT: Councilor Becki Graham, Mayor Eric Enriquez, and Councilor William Mattiace

1. AGENDA ITEM

1.1 MUSEUMS MASTER PLAN UPDATE

Carol Brey, Director of the Quality of Life, introduced the topic.

Garland Courts, Deputy Director of Museums gave the overhead presentation.

Carol Brey continued the overhead presentation.

Garland Courts continued the overhead presentation.

Carol Brey continued the overhead presentation.

Councilor Corran said I have a very specific question which is related to the names of turtles, the Parks and Rec turtle's name I always forget. He needs to meet the extremely thick with three c's snapping turtle at the Museum of Nature and Science, who I now come and visit all the time because I want to see where he's going on his weight loss journey whose both iconic and he manifests this moment right now so well. I recommend everyone, go visit him at any time, but I think he should perhaps meet the Parks and Rec turtle at some point in time because there might be cross over in there in their goals for fitness at the City. That's why I like the Access Magazine, because it brings all the things together, just two turtles meeting, my only ask.

I really want to thank you, I think I have seen and felt a lot of the exciting things

happening at the museum and I know I remember when we were presented with some of the things related to Branigan's sort of failing infrastructure in the front, and I really want to just sort of again support the ongoing improvement and renovation and making sure that those historic buildings are functional and working for the people who work there, so I really want to thank city management for figuring out ways to make that happen and I hope that we can continue on with that process because it was pretty alarming the last time actually when we heard what was happening there.

All jokes aside, I also just really quickly want to express, we talked about this at the Quality of Life Committee meeting the Municipal Court potential transition and we definitely heard reflections of what you're thinking but I don't know that we knew that we necessarily had an alternative, you all were just saying well City Council passed this in the past, is it something we should consider? So, I really appreciate seeing a different kind of vision and I would say I think given the historical nature of the building, I also support your proposed referendum to think about or consensus around building the campus where it is and not taking over that, I think it's been really difficult for us to get the Municipal Court building even approaching functional, as it is. It's hard for me to imagine how expensive it would be to transition it to a completely different type of space, so I think from my perspective I really support your proposed change or direction that keeps the campus together and thinking about Municipal Court building in a separate context then making it a museum, just as far as moving forward. That was also the consensus of the Quality of Life Committee, back in the day, when this came to it there was definitely consensus that council ordinance from before as anachronistic and not necessarily representative of what the museum needs at this time. Just to carry that forward I don't think there is anyone here that was on Quality of Life with me at that time. Please let me know the name of the chunky snapping turtle who I visit, I forget, but I'll keep visiting him.

Garland Courts asked the big one?

Councilor Corran said yes.

Garland Courts said it's Godzilla, but we call him Zilla.

Councilor Corran said if you haven't seen him, he's amazing, he's an icon.

Mayor Pro Tem Bencomo asked Moonlight is aka bugs and booze? Got it, thank you.

Garland Courts said well, that was that particular one, we change up the theme. So, we are going to have a different theme coming up kind of a Jazzy type theme for March 21st in a couple of Fridays from now. So, we'll have Jazz bands there.

Councilor Flores said in all the years I've been on council, this is my eighth, and I think my last year on City Council, this is the first time I've seen so much enthusiasm about the museums and the library, it just makes me so happy, and there has been also press on the library and the activities there, and museums and libraries they are indispensable. I mean if we lived in a horrible country the first things that would probably go are the museums. I'm thinking of like a war, so please forgive me, but it

just makes me so happy that there's so much energy going into that and then Carol's staff and with you, Garland, I think we're very fortunate to have the two of you and Museums and Libraries are I think the blood life of who we are as a people and it shows a lot of humanity and that's what we need.

Councilor McClure said just to confirm to say also that I can't see Municipal Court moving out of there right now and I don't think we quite have a home. I'm glad also for the complex idea of one home for the Library and the Museum systems too.

Mayor Pro Tem Bencomo said but on a matter of Municipal Court, I do think it needs some serious maintenance, upgrades and caring for, it's pretty bad over there.

Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to adjourn at 3:40 p.m

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

Mayor

City Clerk

MINUTES
City Council
Monday, March 17, 2025 @ 1:00 PM
City Council Chambers, City Hall

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

ABSENT: Councilor Johana Bencomo

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - MAYOR ENRIQUEZ.

1.2 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - MAYOR ENRIQUEZ.

Mayor Enriquez presented the Las Cruces Utilities with a proclamation for Natural Gas Utility Workers Day.

Mayor Enriquez presented the NMSU School of Social Work with a proclamation for Social Work Month.

Mayor Enriquez presented Scott Lucas with a proclamation for the Las Cruces Symphony.

Mayor Enriquez presented Mark Aranda with a Certificate of Excellence.

Mayor Enriquez recognized members of the Mesilla Valley Balloon Rally organizers for their dedication of reviving the long-standing event in Las Cruces.

Mayor Enriquez recognized Students from the Las Cruces Public Schools for their contributions to Get to Know Your Local Government.

1.3 JOBS OF THE WEEK.

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

1.4 PETS OF THE WEEK.

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

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

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Earl Nissen, Member of the Public said I live in Las Cruces. I think that only four of you were on the dais who are on the dais today were present when our citizens committee made a proposal for a Citizens Police Review Board. As I recall four of you voted for the board and in final discussions at that time left the door open for future discussions. We now have the same citizens and a few more coming forward to broach the reopening of discussion of establishing a Citizens Police Board of some type in view of things brought out in the recent trial of an officer. Also, the OIR audit may be professionally done but only reviews officer's infractions from hindsight and doesn't involve citizens in the evaluating process. The public meetings that OIR had recently were informative because we did have the LCPD Internal Affairs Officer there to answer questions. What we need is a system for hearing complaints and the ability to discuss policies that affect the public. Since we are always up against time restrictions Mayor we are requesting that we be put on the next regular meeting agenda for a discussion on the implementation of a Police Review Board. I shall make this request in writing to you also.

Michael Hayes, Member of the Public said I live in Las Cruces. I want to talk about fear. Not the fear created by the current administration in Washington but the fear right here in Las Cruces. City Council's fear of the truth about and of the Las Cruces Police Department. At the time of the Eight Can't Wait Movement, shortly after the police killing of Goerge Floyd, then Deputy Police Chief Dominguez testified before council, among other things he said that the public did not trust the police. A remarkable statement but no one on council remarked. No one on council asked the obvious question, why? Why not? Because no one on council wanted to know the answer. Everyone on council was afraid of the truth. Instead, council hired a business dedicated to whitewashing police departments. OIR processes data selectively provided by the LCPD according to narrow contractual guidelines. It then reports bland findings and conclusions and suggests a few tweaks to improve the department. Only those who fear the truth and want to believe no ill of the department accepts OIR reports. Others are justifiably skeptical. In the five years during which OIR has been earning its fee by making council members feel good about the department its officers have killed or crippled one harmless civilian per year, a higher rate than before OIR began its auditing. Unprofessional police misconduct from profanity and insults to excessive force reflects the department's culture of corruption. As a result, citizens are as Dominguez said distrustful and as I infer fearful. Understandably council members and Police Chief Story have opposed a truth

seeking organization under council auspices. It would explain the public's distrust and fear of the police. It would also explain council members' fear of the truth about the department and their refusal even to try to reform the LCPD because of their fear of the police. The cost of councils fear of the truth and failure of police reform is multimillion-dollar settlements. Council resists even a Plan A, a group of council selected officials and citizens to receive and report citizen complaints about police misconduct and to make recommendations to council. Citizens deserve a better Plan B. A self-selected citizens only group chartered to do the same things but without limitations or hinderance by council members, city officials, or the police. Whatever council decides may the truths set the citizens free from their distrust and fear of the police.

Robert Butler, Member of the Public said lets always support the blessed Aggies. Now I am going to the body. This is very serious. Number one, the very universal world is actually blessed. Bill Mattiace, may I address the council honor Mayor? Mr. Bill Mattiace, you have a son. Which I believe is named Bill Mattiace Jr., he will be a Republican President on the Republican Party. Number two, there is a very distinguished young man by the name of Matteo. Kelly O'Connell is mentoring him. Number three, I forgot to say Mike Becket of Coas, he is number one, he has the voice of the New Mexico you ought to listen to him talk. He is a very good man. Two four-year terms immediately. There is man by the name of Luis. He is a neighborhood young man with a beautiful, gorgeous dog. He qualifies to be President of the United States. We need the whole community's help on this.

Marcel Nicholas, Member of the Public said I am here just to compliment some of your workers. I worked for the city for 10 years and I know that sometimes compliments are very scarce to come by, but I want to compliment Adrienne Widmer, Director of Utilities and staff. The Locator Luis Calderon, on Friday the 28th of February came out and located a water line and was out there in 35 minutes after I called. After him the locator came but I wasn't at home to get that person's name. After that, the very next Monday the water line service team came out. The lead was Armando Chavez, Jaime Romero was the Operator, Steven Fisher was a crewman, and Alfredo Montoya was a crewman. I mention their names and I bring this up because having been a supervisor as I said before compliments don't always roll downhill like some other things and I would like for the council, Mayor maybe you can get with some of the directors of other departments, make sure that they compliment their workers. They do a darn good job, and I was so impressed with the utility guys. When they came out, they explained exactly what was going on. There was a letter that came from the city about lead and copper pipes. They found a copper pipe in my system. They replaced it within three hours and thirty-five minutes. Dug a hole, got it out, replaced it and now I have got beautiful pure water, and I can actually take a shower without dancing around because of the water pressure. I just wanted to say thank you to the council, thank you Mayor and thank you to the Utilities' guys.

Lynn Moorer, Member of the Public said in a democracy the citizens, we rift raff hold our government officials accountable. We are now engaged in good citizenship regarding the new Lead and Copper Rule. Digging up facts from authoritative sources and bringing them to the attention of those who have a responsibility to act upon them. The facts cannot be wiped away by spin from staffers and councilors who turn

out misleading statements where absurd falsehoods to try to denigrate citizens. The websites are still not accessible for Spanish only readers. The website can be designed so that the first screen gives a choice of languages to translate into. I urge you to redesign the website so that they do this. The town hall on March fourth unfortunately did not engender confidence in Las Cruces Utilities Staff. The staff asked a knowledgeable consultant to give the main presentation and provide meeting materials. He presented information that matches precisely much of the information we citizens have presented. None of the information we have presented was contradicted in this presentation. For example, there is indeed a big chunk of funding available from the federal government for work on lead pipe replacement. The fact is however as this nice man says he bears no responsibility for the city's implementation for the new rule. I am familiar with how this works. He provided city staff with a shield of deniability. If the public tries to hold staff accountable for anything that he stated, the staff can say you didn't hear it from us. We didn't say we would do any of these things, he said it, we didn't. I have seen other governmental bodies use this trick to try to hide from accountability moreover the fact Las Cruces Utilities couldn't do this presentation itself says a great deal unfortunately. Another deficiency, Las Cruces Utilities invited someone to speak as a regulator who doesn't have any regulatory authority for the rule in New Mexico. The state whose representatives acknowledged this fact currently does not have primacy for enforcing the rule. EPA which does was not there, so no one was present with responsibility for overseeing what Las Cruces Utilities does. There was no one to consult regarding the ways in which it appears the city is failing to comply with the new rule. An example is the city's failure to verify promptly the technique it uses to identify what pipes are made of. As EPA says verification goes beyond just checking the meter box plus staff can't explain why the city's online inventory has major holes in it, 44% of 225 addresses from all parts of the city reviewed indicate no service lines found. Nor could staff explain why each of the addresses which have service lines show unknown for the customer owned part of the line even though some of these properties have been checked by city staff who then inform the property owner they were not lead. Since then, further research shows the inventory hole is even larger, 63%, almost 2/3 of 600 addresses show no service lines found. In some these are facts causing citizens concerns to continue about Las Cruces Utilities competence.

Liz Rodriguez-Johnson, Member of the Public said at the town hall meeting on March 4, I asked a very specific question about the initial inventory of lead piping the city submitted to the EPA on October 16, 2024. I asked whether the city's initial inventory included all of the city owned piping. Las Cruces Utilities Director of Regulatory Compliance answered yes. His answer was adamant, later in the meeting another citizen asked where the city could find these city owned pipes on the online inventory which the rule requires all municipalities of 50,000 or greater to make available. This citizen noted that she had been unable to locate any city owned piping on the online maps. The Deputy Director of Regulatory Compliance then backtracked and said that information is not available to the public in the inventory or on a map. As an explanation he argued semantics and said that city owned piping means something different to him. The location and materials of all the city owned piping regardless of size throughout the city seemed to be the third rail for city staff. They refuse to talk about those subjects in any meaningful way. This is not the first-time questions of the extent and location of city owned piping which feeds water into all privately owned

piping has been dodged by the staff and this should concern all of us. Obfuscation by staff about city owned lead pipes or any subject is unacceptable. Moreover, it gives the impression that the city is hiding something about its city owned piping. The Utilities Department needs to post a comprehensive map online that allows any citizen to locate where all the city owned mains, transmission lines and any other sort of piping are regardless of the size. The map should show when they are installed and what they are made of. Of course, this map needs to be fully accessible in Spanish and English. Property owners with lead pipes who are being required to replace their piping at their own expense need to have complete confidence that before they go through that considerable expense that the water flowing to them is not coming through any kind of city owned lead pipes. If there are gaps in the city records and/or gaps in the city knowledge regarding all the city owned pipes Las Cruces Utilities personnel need to acknowledge it and then openly take immediate steps to fill those gaps.

Israel Chavez, Member of the Public said the water quality is very concerning and the list of things that this city does sufficiently much less well seems to be shortening by day. I would love to the city excel a couple of things, the MRA is late. I am here to hear about that report although I don't know if I will be able to stay that long. I initially intended to come and promote historic preservation, especially in the Historic District. I don't understand why this city treats the Historic District like a burden rather than an asset. We see the Town of Mesilla, a younger community than the old district in our city thriving with restaurants and meanwhile restaurants, everything seems to be closing in this city, at least in our core. There doesn't seem to be any sense of urgency from the legislative branch, which includes the Mayor unfortunately. I would advocate for making this a strong mayor system because I don't see any willingness by council to hold the executive branch accountable. You are too close to the executive branch. I found a 50-page study because you all love to approve money for studies about the Historic District with a bunch of suggestions that have done nothing. This is not a new study, it's an old one and so we pay for these studies repeatedly. They sit on a shelf and gather dust, and we don't do what we say we are going to do when it comes to infrastructure, when it comes to policing, when it comes to water, when it comes to the adobe buildings in our community. They are a finite and an endangered species and this city unlike any other city I have ever seen in New Mexico, having served as the Assistant County Attorney in Santa Fe, having lived in Albuquerque and have been born and raised here, this is the only one that loves to tear down historic properties, owns them, holds on to them, an eyesore across the street from my neighborhood and will not do anything with it. It has been four years. We brought it up to the Mayor and there still seems to be no real concrete plan other than they want to tear them down. You are not going to build more adobe buildings. The more that you tear them down, that is a finite number of buildings. They are not coming back so please treat the historic properties in this community not as a burden but as an asset. We can really leverage these and please feel some alarm that businesses are closing, and I also just want to thank you for passing Realize Zoning update, that is a good thing and everybody that doesn't like it can move back to Texas where they came from.

Jim Hoerst, Member of the Public said diversity, inclusion, and equality are three dirty words according to our President Donald Trump. Our President wishes to delete

these words from the American vocabulary. I object to that, and I hope you do too. Diversity, equality, inclusion have been the watchword of these United States of America since our founding and should always remain so. The American story begins with the words all men are created equal. How can a nation deny the very words that gave it life and remain faithful to its founding heritage. It is impossible to imagine our story beginning any other way. Can any deny that America was intended to be a nation that valued equality? Diversity, our founders had a phrase for that. E pluribus unum, it is just fancy Latin for diversity. The phrase is not just a recognition of our differences but a celebration of them. You cannot reject the value of diversity without rejecting the model of E pluribus unum. If you reject that then you have rejected that the American people are defined by our common ideas rather than by genetics. You cannot harm American blood because there is no American blood. There is only mixed blood. There is no more mixed blood in the world than American blood. Give me your huddled masses yearning to breathe free, America is a great nation because refugees from all over the world's dysfunctional countries and societies have found a home here. We are for the most part the children of the huddled masses who yearned to breathe free. America is the very definition of inclusion, diversity, equality, and inclusion cannot be eliminated from the American vocabulary without eliminating the American mentality. They are the three words that best define the American dream. If you remain faithful to them, you will remain faithful to America and our constitution.

Sara Hipps, Member of the Public said I am a Bachelor Level Social Work student doing my practicum with the Dona Ana County Resilience Leaders. I wanted to extend an invite to you and everyone here and anyone listening to come to our 100% Family Center grand opening. The 100% Family Center is centered around serving children from ages 0 to 5 and their families. Connecting them to resources, offering parenting solutions, connecting them to the things that they may need to build and become resilient families which can only benefit our community here in Las Cruces. If you have any questions we are going to be here. I am going to leave this here as well and I hope to see you all there. The date is March 28th, this next week at 9 a.m., it will be at the Roadrunner Food Bank on 2100 North Main.

Juan Garcia, Member of the Public said there is a painful irony in our society's approach to basic human needs. We stand on podiums and declare affordable housing a fundamental right. Our voices echoing through City Hall and social media yet when confronted with a desperate shortage of doctors and nurses in New Mexico. Those who to tend out our sick, comfort our dying and bring new life into this world are impassioned pleas fall silent. The contrast speaks volumes about our selective empathy, about the shadows we choose to acknowledge and those we leave unexplored perhaps the greatest tragedy lies not in the shortages themselves but in our inconsistent will to address them. Follow the money, follow the money, 9 March, Albuquerque Journal, headlines, "a malpractice bill has yet to be heard in senate committee. All of the democratic committee members had campaign donors connected to the issue. Five democrats from the committee where medical malpractice bill is waiting to be heard received some of their largest campaign contributions from the New Mexico Trial Lawyers Association. In 2022 New Mexico had the highest medical malpractice insurance loss ratio in the country according to our recent Think New Mexico report, meaning that insurers paid out 183% of the premiums they took in. New Mexico was one of the seven states where insurers lost

money. Making it more expensive for them to function in the market. The New Mexico Trial Lawyers Association PAC spent $556,000 in the 2024 election cycle according to the New Mexico Secretary of State data base. Its largest donations were $52,000 to the Bryant E Golf Speaker Fund a PAC that works of the democratic majority in the state". In my opinion the bill failed because the progressives were against it. Favors can be "bought" in the New Mexico legislature regardless of the suffering in the community but our politicals don't care. On a different note, regarding one of our councilors who is not here today who enjoys speaking of mis and disinformation. At the last meeting perhaps, she was trying her hand at humor or maybe practicing disinformation or virtue signaling but there is no "Trump/Musk Administration", it is the Trump/Vance Administration and finally I would like to thank LCPD for their efforts in keeping our community safe.

Dr. Bobbie Green, Member of the Public said I am President of the Dona Ana County NAACP. Thank you for your service and your work and your willingness to listen. I believe that I have had discussions with all of you and I appreciate your compassion for your job, your empathy. I mentioned a couple of years ago that we were going to have to have some difficult conversations and now it is several years later and several millions of dollars in litigation has changed hands. I went to the police transparency page. It was very well done. There was a lot of data on that page but what was missing from that page is what happens when there are repeat complaints of excessive use of force. I haven't seen that. I would like to know what happens with that. I also would like to request respectfully that you consider reconsider looking at our proposal which we made a couple of years ago. We submitted a resolution. It took a minute to get it on the agenda, but we did get it on the agenda, then we did have a working session. I would like to pick that information back up and start the dialogue again because circumstances have changed, have gotten worse in my opinion and the players have changed as well so. Many of you are new, were not there a few years ago when this happened so I hope that we can look at it with a clear set of eyes. Look at it from the perspective of something that is going to be good for the community. I have mentioned it many times that we are looking to be, the NAACP is looking to be part of the solution. We do not want to be part of the problem, but we also cannot ignore the fact that there is a problem. So, I would like to ask if it is possible to discuss with you getting the Citizens Review back on the agenda so that we can have some meaningful discussions and so that we can come to a solution. It won't please everybody, it is impossible to please everybody but I believe we can do some things with just a few adjustments. We can make a change, some changes that will be beneficial to this city. I don't like the fact that the city of Las Cruces has a reputation, national reputation that is negative. We want to put ourselves in a positive light. I want to be part of that positive light and I know you do too so I hope we can work together to come up with some smart solutions that won't detract from what we are already doing.

Delanore Quinn, Member of the Public said I have recently been attending the police trials and to my dismay I find the behavior of the Police Department to be appalling. I love police. I love justice. I love peace. I love humanity and I am a former high school teacher, Detroit, Michigan. We had review, No Child Left Behind came through President George Bush. A lot of teachers were absolutely against it and those were the teachers that wanted to hide performance. Those were the teachers that came to

school late, they were absent a lot and they did not want to work, and I am here to suggest that to make a better department you need citizen involvement. Our image for Las Cruces the nation is a murder city and I believe that with review of additional review, additional change in policy, additional change in the group that conducts the investigation for the police only needs to be modified. I know that after No Child Left Behind came through in Detroit for me, I was absolutely all for it because I worked very hard every day. I had nothing to hide. I was a high performing teacher, and I actually looked forward to the review. So, I am suggesting that there be citizen involvement now to change this in the future to bring up that which we need to sustain the city and the Police Department to include us to change the darkness into light.

Beth Bardwell, Member of the Public said I am actually here to thank you for two things today. One, I have been recreating at the East Mesa Recreation Complex. I just want to tell you what a fabulous place that is and I really appreciate the city investing the money in constructing that complex and every time I go there is a lot of people there and they are having a great time and so it is just one way that I believe city council has invested in this city and the wellbeing of its residents. The second thing I want to thank you for is passing Realize Las Cruces, the long awaited changes to the old land development and zoning code. When city council approved Realize in February many people came and took off time from school and work and their volunteer activities to encourage you to move forward and you did. Why? Because many of those people who spoke in support young and old saw that increased flexibility and freedom to do more on their private property, would increase prosperity and freedom in this city, would bring down housing prices and make it easier for developers and home builders to develop missing middle and entry level housing like casitas. I have a friend who does line dancing, and she went to this public line dancing class and a participant was asking other dancers to sign a petition to repeal Realize Las Cruces. That person was not carrying a copy of the code like they are required to. She stated that city council passed the changes without community input. Nothing could be further from the truth. Realize Las Cruces gathered public input over three years. She stated the changes will increase housing prices and I just want to bring attention to the public and council that the Pew Charitable Trust, a very well recognized nonprofit organization nationwide recently published a report that casitas generally rent for less than studio apartments. Making them affordable for lower income residents. They increase housing supply and increase home values by adding a rental housing unit to an existing lot that can later serve a family’s aging parents or young adults. I hope residents that are asked to sign a petition to repeal Realize decline.

Peter Goodman, Member of the Public said I want to thank Bobbie and Earl and the others who have spoken about this, and I want to thank you for all that you do and for listening to us. For many reasons this city should have a Citizen’s Police Oversight Board. Whether you call it oversight or something else. Three minutes limits about what we can say about the merits, but we have already presented that to you all. I will just say for now obviously actions by Las Cruces Police Officers have killed people, have resulted in huge, humongous damage awards or settlements and have even involved criminal convictions whether those stand or not and I say this without judging any officer. I don’t have the expertise and without forgetting for a moment Jonah Hernandez, the officer who was senselessly and tragically killed last year. A citizen

board could have helped prevent some of this as well as helping to reinstill trust between the community and the Police Department. Such boards have worked elsewhere. Where they haven't worked that is for clear reasons in many cases that we can learn from and avoid. In 2023, as has been mentioned we presented to you at some length a specific ordinance and arguments for it at the end of which at least four of the councilors said yes we should discuss this further. Staff and citizens should discuss it, refine it and bring it back to us and through a trick of the prior Mayor no further discussions ever happened. Since then, the need has only grown. We are still here to discuss this with you. The problem is still here, it's magnified. So, I would urge you whether it is by signifying your agreement during council comment later or by having this put on the agenda for your next meeting for formal vote. I would urge you to restart those discussions to authorize the City Attorney, the Police Chief and whomever else from the city to talk with citizens who are interested in talking about this and bring back to you folks the best and greatest proposal that we can.

Greg White, Member of the Public said I live at 360 El Prado Avenue in Las Cruces. The water at my house is undrinkable. So, I am going to say that right up front. I am glad the city is moving forward to look at ways at ways in which they can identify sources of that kind of undrinkable water. I want to say I also support you work towards this Police Oversight Committee. I think it is a good thing. I really appreciate as a retired member of an administrative program at the state level how much work you all do. So, I want to say thank you to Codes Enforcement. I have had good reason to call them. They are always timely. I also want to say that I think we are understaffed in the law enforcement area, and I think that you all know that. I personally support additional law enforcement funding for traffic control. There is an old theory, broken window theory if you leave a window broken in a neighborhood soon there will be a second and this is simplifying that theory and soon the neighborhood will go down. I see that in the traffic conditions in our town all the time and I know our officers can't ticket those people for running red lights. I don't know how many times I have almost been hit. So, I will say that. The third thing I want to say is that I really to as a fourth generation native of Las Cruces support whatever you can do to take the condemned houses or the houses that have been abandoned in our Historic District and look for alternative uses for them. Sell them for goodness sakes to people who want to buy project homes. Find a way to get them property owners, to pick them up and revise them. I think it is wonderful to be able to come here. I value this so much and I want to thank you again.

4. ACCEPTANCE OF AGENDA

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to accept the agenda as presented.

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

5. CITY COUNCIL MINUTES

5.1 REGULAR CITY COUNCIL MEETING OF FEBRUARY 18, 2025.

5.2 WORK SESSION OF FEBRUARY 24, 2025.

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

6.1 RESOLUTION NO. 25-104: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A REAUTHORIZED GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).

6.2 RESOLUTION NO. 25-105: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET.

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

7.1 PUBLIC HEARING REQUIRED. RESOLUTION NO. 25-106: A RESOLUTION APPROVING THE REQUEST FOR A RESTAURANT B – BEER, WINE AND SPIRITS LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY TO CHACHI'S, LLC., D/B/A CHACHI'S, LLC., LOCATED AT 340 N. MAIN STREET, LAS CRUCES, NM. 88001.

Public hearing began at 2:24 p.m. There was no one for or against. The public hearing ended at 2:25 p.m.

Adam Ochoa, Senior Urban Planner gave the overhead presentation.

Councilor Flores asked have we had any other approvals in the city for granting liquor licenses to stores or whatever that are within the 300 feet limit?

Adam Ochoa said yes, we have. Just recently we had one that was done on Solano which literally there was a religious institution directly next door to that but public notice was sent out just like in this instance public notice was sent out to the surrounding property owners including the religious institutions, staff received no input on it.

Councilor Flores asked did you have a signed receipt notice type of thing to assure that the notice was received by the institution and the neighboring, whatever?

Adam Ochoa said unfortunately we don't really have any way to track that unless we send out certified. By code all that is required is regular mail so that everything does get sent out through regular mail, but staff did not receive any comments, emails, or phone calls for the proposed liquor license.

Councilor Flores asked do you know if the city has ever gone through this process just as you have just testified and later had some complaints about not knowing that it was

going to go up or that there would be liquor sales?

Adam Ochoa said as Community Development took over this process going on about three years now from what I am aware of we have had no complaints in the past.

Councilor Flores asked regular mail has given enough notice? I am not sure about that but if you haven't received any complaints after the approval then we should probably go by that.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-106.

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

7.2 RESOLUTION NO. 25-107: A RESOLUTION TO APPROVE THE SUBMISSION OF A GRANT APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, MUNICIPAL ARTERIAL PROGRAM, FOR THE FISCAL YEAR 2025/2026, FOR EAST LOHMAN AVENUE/SOUTH WALNUT STREET SIGNAL IMPROVEMENTS IN THE AMOUNT OF $300,000, REQUIRING A CITY MATCH IN THE AMOUNT OF $100,000, FOR A TOTAL PROJECT COST OF $400,000.

Crystal Silva, Associate Grant Development and Compliance Specialist gave the overhead presentation.

Councilor Corran said we don't necessarily talk about how things happen and how money moves through places like NMDOT or the federal government coming to the City of Las Cruces and what the process is. I think that this is a great opportunity to talk about this program, the MAP Program. Each jurisdiction is sort of arbited or voted on by the Mesilla Valley Metropolitan Planning Organization, so I think right after this, which has three representatives from this city on it. Typically there are numerous government agencies, we serve with the county, the city and the Town of Mesilla on the MPO but different folks may submit to the MAP grant at any time and then the Metropolitan Planning Organization which is really the branch of bureaucracy that I guess I would that legitimatizes spending on roads from the federal government and from the State Department of Transportation and if you didn't know that exists and makes decisions in our world related to things like what projects get money I just wanted to point it out here in this conversation the MPO will be considering I think at their next meeting and it's just sometimes things seem really opaque I think to people when they are wait why are we talking about applying for a grant because in part we will be competing for those other jurisdictions in that conversation and the city of Las Cruces has fortunately faired really well in that and also sometimes collaborates with those organizations too with those other municipalities but I just want to shed a little light on this process which is how does transportation money get to our literal streets. Often it is through a body like the Metropolitan Planning Organization. Not always but sometimes and some of us serve on that and I just wanted to sort of point it out. There

is often zero public comment at the Metropolitan Planning Organization meetings and so I say that if you want to increase your engagement or if you care about these types of things that might be a place to consider sharing as well so I just wanted to take a minute and talk about the MAP Program and what it means in this thing and I will be happy to advocate for this really important project when we go to that conversation.

Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to approve Resolution No. 25-107.

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

7.3 RESOLUTION NO. 25-108: A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM.

Cynthia Alamillo, CIP Manager gave the overhead presentation.

Andy Hume, Airport Director continued the overhead presentation.

Cynthia Alamillo continued the overhead presentation.

Dominic Soucy, Battalion Chief continued the overhead presentation.

Councilor Corran said I just want to thank Andy Hume for letting me say today at city council we talked about blast pads and I also hope there is an update for tetanus vaccine for whoever is working on that horrifying generator.

Councilor Flores said I would like to thank Andy Hume for all of his efforts and skills and his talents for making our airport at least intrastate. Thank you and I know that you have revitalized the airport. We have also had the assistance of Senator Soules who is very much in support of all of that.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-108.

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

7.4 RESOLUTION NO. 25-109: A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS PURSUANT TO THE METROPOLITAN REDEVELOPMENT CODE, AND DESIGNATING THE AMADOR PROXIMO AND SOUTH AREAS, APODACA AND LIFT UP AREAS, EAST OF SOLANO NEIGHBORHOOD AREA, AND THE MESQUITE DISTRICT AREA WITHIN

THE CITY'S INFILL AREA AS METROPOLITAN REDEVELOPMENT AREAS.

Celina Morales, Interim Deputy Director Economic Development gave the overhead presentation.

Councilor Graham asked one clarification if we move ahead with these additional MRA designations will that take away from the efforts that we would put forth towards our current MRA designations of El Paseo/South Solano and West Picacho?

Celina Morales said no it won't. since each area has specific needs, we are not trying to rob from here to place here. We have to come up with creative ideas to be able to put money into that. Part of that is working with grants, we are currently working with them and in continuing collaboration with our public/private partners. So, no we don't want to take from one area just to help another. That is also part of the reason that we are doing one plan a year to kind of stagger that.

Councilor Graham asked this is just good forward thinking and getting boxes checked so that we are ready to move ahead?

Celina Morales said yes, that is correct.

Councilor Flores said I am glad to see that the Mesquite District is in there, very happy.

Councilor Corran said I just wanted to say to Councilor Graham's point and to the idea that is just something that I want to appreciate the city staff who have worked on changing the laws that enable this to be more expansive and also to the folks who continue to work on figuring out what it is. For some context the city of Albuquerque has 22 Metropolitan Redevelopments Areas so this will come to six or seven. I am not sure if downtown still counts as part of sort of an MRA but I think that seems like we have a little bit of time to catch up sort of terms in prioritizing these areas and really making sure that we are leveraging every tool at our disposal to do it so just for some context this will bring us up to what I think of as we are a third of Albuquerque it would make sense that we about the same proportional of MRAs. Thank you all for the work you have done, and I am glad to see these today.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-109.

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

8. BOARD APPOINTMENTS

8.1 TOMAS VALDEZ

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to appoint Tomas Valdez to the ADA Committee.

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

8.2 CORY VALENCIA

Councilor Becky Corran moved, seconded by Councilor William Mattiace, to reappoint Cory Valencia to the Transit Advisory Board.

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

8.3 ERNIE CAMPOS

Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to reappoint Ernie Campos to the Historic Preservation Commission.

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

8.4 JERRY WALLACE

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to reappoint Jerry Wallace to the Historic Preservation Commission.

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

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. 25-020; ORDINANCE NO. 3091: AN ORDINANCE REPEALING AND REPLACING CHAPTER 7, ANIMALS, OF THE LAS CRUCES MUNICIPAL CODE (LCMC).

Council agreed to bring it forward.

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10.1 COUNCILOR MCCLURE

This is a shoutout to ASCMV, back last year in July after a Work Session that I only kind of paid attention to because I knew I was going to have to put my dog down that day. One of the hardest things you can do as a pet owner and sort of the grief that you have is tempered by the love that you got. Today is a happy day because I get to pick up a puppy. I say this partially, so I don't get stared at every time there is an animal of the week, but I am really glad that the shelter has done such a good job. We went five separate times. They worked with us every time to see if it was a good fit. We were part of the sleepover program. There is a lot of innovative things happening and I think people here on the dais also recognize that it is a huge responsibility to take care. To be a guardian for a pet and have them join your family and I just wanted to share that and thank the staff there for being a part and also for those who celebrate happy Saint Patrick's Day. I was so happy to see a lot of green here.

10.2 COUNCILOR MATTIACE

I have been getting dozens of emails, and the emails are about the petition on Realize New Mexico. These are people who maybe want to see it go to a referendum. They are not happy with the current Realize New Mexico and I think we need to respect them because it has been near 2,000 signatures on the petition. I don't know about the one illegal incident. I didn't hear about that, but these are people that have come to my neighborhood and with 2,000 votes I think it is considerably important to respect, and I say that because many of us are up here with less than 2,000 votes. I only got 1,200 votes. Some of us even got less than 1,000 votes so this is 2,000 voters, residents of the city of Las Cruces that have a feeling about this particular ordinance that was passed and I realize that it has been worked on for many years, three/four years and knowing that $700,000 well $677,339 was spent on it and if I was there during the entire time I may have voted yes on it because that is quite an investment to back up on but I think it is important to these 2,000 voters that we respect their decision and my point being is that they say they were cheated but they say they were not given an additional week and so with that said I am sure that our legal department is totally doing things by statute by legal provision, they went through the charter and that week was denied by the Legal Office. Mr. Douglas is not here to answer my question but maybe I can get an idea if that was totally legal why they were not given the full week. So, if you could give evidence of that statute or through provision why it was done then they would be happy, and I would be satisfied.

10.3 COUNCILOR GRAHAM

I feel like this is my fourth year on the dais and I am finally starting to catch up with myself with things that were starting when I started and here we are years later. So very happy to see the animal welfare ordinance coming forward and many thanks to folks sitting in the audience. I know you had to be here in case one of us had a question but appreciate you and your work, community members who have been right there alongside so looking forward to hearing that and the second thing I wanted to share and some of you have already heard this story but I was reminded of it again

because I read a really great thought piece this morning. I am going to paraphrase the title, Everyone Wants a Village but Nobody Wants to be a Villager, authored by my brilliant colleague Councilor McClure. You can find her writing on her social media platforms and it was talking about being a member of a strong community sometimes means sometimes individuals sacrifices sometimes individuals inconveniences and Realize Las Cruces remains a hot topic so I just wanted to share a quick personal perspective because I think I am the only person on council right now who does currently live in a mixed use area. I am what was formally C2. So, a little mix of small businesses, residential, light industrial, I am right close to a salon, etcetera and a few years ago a local restaurant expanded their operations and opened a drive through location right near my house and I felt that. The traffic did really increase in my neighborhood. Especially when people were using my street as a bypass to get to around the traffic block and ya no lie, I rolled my eyes at that occasionally because it was a personal inconvenience. However, when I weigh that against the benefit that we get not just of a local small business getting to expand, local jobs, this part business is a really great partner to the city, and I am able to walk easily from my house and go get a burrito and I do that on the regular. So yes, there are some personal inconveniences that I feel and yet I see the greater benefit to the community, and it is absolutely worth it. So, Councilor McClure, I wanted to thank you for reminding me about that.

10.4 COUNCILOR CORRAN

When the folks asking for a Citizen's Police Advisory Oversight Board, some version of that, that came forward before I was in support of that and I remain in support of that because I do think that anything that we do to positively improve to affect community and police relations is powerful so I remain in support of us having that conversation and to the second part also welcome to the dog I assume to the McClure Family. I am very excited for you and so happy that you had a good experience at the shelter, and I can't wait.

To the question of Realize, my understanding and again all of these local election acts and city charter things were passed through various sort of avenues of discussion well before my time on council but I do remember a number of different things that have gone through these processes. I echo what we heard from public comment that when someone asks you to sign something you should certainly put a lot of thought into what that means when you are signing it and I trust that the voters of Las Cruces do that so I trust that all of that community input has been weighted as is appropriate in accord with both our municipal code and the charter and Local Elections Act and I appreciate our City Clerk and City Attorney for working through all of this stuff which again we don't have an influence on. These are things that are written in code, but I appreciate you all fielding questions and figuring out how to do those things to the best and maximumly to produce democratic processes that work. So I support you all in your administration of that and I trust that the people of Las Cruces to be thoughtful as they approach something like zoning as they have throughout this time but I would also just sort of to those specific things, to a more general conversation that I think people are alluding to that I am really interested in that Saint Patrick's Day I was just listening to a really powerful podcast, my family were immigrants of Ireland. I was listening to a podcast of all of the Nazi resisters during the run up to World War II that were Irish doing Irish folks throughout the European continent fighting against Nazis

at every turn at Bletchley Park in France working with resistance folks there, getting soldiers care and I just thought it was an appropriate honor to the people of Ireland, my ancestral lands again from where we immigrated from as huddled masses some years ago. It also makes me think of today and I think the idea of the villagers is a really powerful one and while we don't often talk about it because we have a published agenda, we have our things that we are working on all the time at a local level I do just sort of want to speak to the fact that all of us up here are thinking about how democracy works, how it happens in action, what our commitment is to it, how we can resist various forms of oppression that might be happening right before our eyes either personally or in the ways in doing our job as city councilors best or using our space that we have to speak out in the best ways that we possibly can against things that are deeply wrong that are happening in our country right now. I am going to ask all of you for Saint Patrick's Day to perhaps channel the spirit of Irish resistance which is powerful and you can channel other Irish spirits too as is in honor of the day but in thinking about how we move forward together to make Las Cruces the best place it can possibly be to protect the residents of Las Cruces and do our best by our jobs.

10.5 COUNCILOR FLORES

I would like to comment on the Realize Las Cruces concern that people have and this is my eighth and last year on city council but before I decided to run for city council, Sharon Thomas who held District 6 at the time, she is a good friend, and she was very enthusiastic about the changes and then we have Realize came about and it has been around for several, several years and back in the day we used to have these forums where everybody would come together and people would vote by putting up a post it on the board regarding a change or a certain way to do things. At any rate I think that we have to look at the greater good and I think that some of the concerns that people have with all due respect things just can't be the way we want it to be sometimes. I think we have to change our attitude in so far whatever is good for the greater good. Best for the greater good so and they do have a remedy and one of the persons who is really against that was actually featured in the Bulletin last Friday, door knocking so they have that recourse, and we will see what happens but I am really just disappointed that some people are just so scared. They are afraid that this horrible thing is going to happen, and I want to thank Councilor Graham for explaining how one adapts to certain things. It is not as if they are going to open a prison across the street or something horrible. At any rate it is for the greater good.

10.6 MAYOR ENRIQUEZ

I would also like to mention about the MRAs, Metropolitan Redevelopment is something that I am excited about, I am happy for, thank you council for approving. Thank you staff for working on it, the community involvement. What we want is better. What we want is improvement. What we want are things that have been neglected to be improved and that is what we want so when we talk about those areas. That is what we are talking about. When we are talking about the Realize it is also to improve and get better for something that was outdated and to move forward and to have some flexibility and creativity so that this community can thrive. When we are talking about our police department, when we are talking about a review board or things. Those are things that we can look at and address for improvement but again there is a lot of data to still collect. There is 150,000 calls that our Police Department goes on

on a yearly basis. There is a lot of data there, there is a lot of good calls. We have a few, we are not perfect, we are not 100% but I guarantee you this Police Department gives you 100% and I thank them for that. So, there is still a lot of things to consider and to move forward with.

I would like to go back to the presentation with Mark Aranda. I am so proud of him but the one thing I am proud of most of all is that Mark is a baseball enthusiastic individual and before he was even recognized he is sharing with me the uninterrupted play in our community. This community here I grew up here and I understand this is a baseball and softball community so when our play is interrupted it is a chaotic place. It is a place where you are taking away our reason to live and breathe in this community and I wanted to make it publicly noted that we are working on that. We are getting those light poles fixed, again something that has been neglected, something that has been overlooked but it is a safety issue. We want to make sure that our youth in this community is safe when they are out there playing ball and it is going to take some time but they are working on it I can guarantee you Parks & Rec, Public Works, Facilities, City Manager's Office, everybody is on this to make sure that we get our activities back in place for our community and again I go back, thanks Mark for not taking advantage of having the podium and really speaking on how he feels about play being interrupted in Las Cruces. I share the same feelings with him and I just want to say we are working on it. We are going to expedite that and do everything we can to get that going.

11. CITY MANAGER REPORT

11.1 SONYA DELGADO, ASSISTANT CITY MANAGER

I will start with the comments the Mayor just made regarding sport lighting poles over on Hadley. We are working quickly, Maag Ball Park, all the light poles are down at this moment. We have already moved on over to Paz Baseball Field, so the team is now working on getting the Maag Ball Park fields ready for day play. Hopefully by March 26th. The team has been working quickly to take care of these because we all understand those that are from here we all play ball, somehow, someway we are at the ball field and so this is very important to us and we are working extremely hard and quickly to get this taken care of. So, we will have more updates as they continue to roll in.

I would also like to add that our very own City Clerk, Christine Rivera will be participating in the 2025 Sunshine Week by joining a panel at NMSU next week to discuss the Inspection of Public Records Act, IPRA. This week, my fault.

Keep Las Cruces Beautiful will be hosting a community tire dump on Saturday March 22nd from 8 a.m. to noon that will allow residents the opportunity to dispose of used tires at the following locations, East Mesa Recreation Center, 5589 Porter Drive, Young Park at 850 South Walnut. KLCB will also be hosting an amnesty weekend March 29th and 30th from 8 a.m. to 3 p.m. at the Amador Transfer Station. All residents can dump trash for free during this event.

Senior Programs for Benavidez Community Center will be closed March 24th through April 18th for kitchen floor replacement. Last but not least, a new piece of public art was installed at the Mesilla Valley Intermodal Transit Terminal on March 14th. The title of the piece is Traditions of Balloons. It is funded by the Arts in Public places program and you can find the piece located in the lobby.

12. ADJOURNMENT

12.1

Councilor Yvonne Flores moved, seconded by Councilor Becki Graham, to adjourned at 3:17 p.m.

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

Mayor

City Clerk

25-110

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

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		**Adopted:**	April 7, 2025
Drafter:	Christine Rivera	**Department:**	City Manager's Office
Program:	COMPLIANCE	**Line of Business:**	OFFICE OF CITY CLERK

Title: **A RESOLUTION REPEALING RESOLUTION NO. 19-188 AND ADOPTING THE STATE FUNCTIONAL RETENTION AND DISPOSITION SCHEDULE.**

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

PURPOSE(S) OF ACTION:
To align with the state retention schedule.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On June 17, 2019, the City Council adopted Ordinance No. 2892 stating that "The city shall retain public records pursuant to either the Functional Retention and Disposition Schedule 1.21.2 New Mexico Administrative Code (NMAC) or a retention schedule established by resolution." At that time, City Council chose to adopt its own records retention schedule via Resolution No. 19-188. In an effort to align with the State of New Mexico and provide for a more streamlined records management process, the City Clerk's Office is proposing to repeal the previous records retention schedule and adopt the State Functional Retention and Disposition Schedule.

SUPPORT INFORMATION:
Exhibit "A" - State Retention Schedule

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the adoption of the State Functional Retention and Disposition Schedule.
2. Vote "No"; this will not approve the adoption of the State Functional Retention and Disposition Schedule and Resolution No. 19-188 will remain in effect.
3. Vote to "Amend"; this will require guidance to city staff.
4. Vote to "Table"; this will delay implementation of the new retention schedule and the previous retention schedule will remain in effect.

REFERENCE INFORMATION:

Resolution No. 19-188
Ordinance No. 2892

RESOLUTION 25-110

A RESOLUTION REPEALING RESOLUTION NO. 19-188 AND ADOPTING THE STATE FUNCTIONAL RETENTION AND DISPOSITION SCHEDULE.

The City Council is informed that:

WHEREAS, the city shall retain public records pursuant to the Functional Retention and Disposition Schedule 1.21.2 New Mexico Administrative Code (NMAC) or a retention schedule established by resolution; and

WHEREAS, the city wishes to align with the state Functional Retention and Disposition schedule.

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

(I)

THAT Resolution No. 19-188 is hereby repealed in its entirety.

(II)

THAT the Functional Retention and Disposition Schedule 1.21.2 New Mexico Administrative Code is hereby adopted as reflected in Exhibit "A" attached hereto and made part of this resolution.

(III)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

TITLE 1 GENERAL GOVERNMENT ADMINISTRATION
CHAPTER 21 FUNCTIONAL RECORDS RETENTION AND DISPOSITION SCHEDULES (FRRDS)
PART 2 RETENTION AND DISPOSITION OF PUBLIC RECORDS

1.21.2.1 ISSUING AGENCY: State Commission of Public Records
[1.21.2.1 NMAC - N, 10/1/2015]

1.21.2.2 SCOPE: All agencies as defined in the Public Records Act, Section 14-3-1 et seq. NMSA 1978.
[1.21.2.2 NMAC - N, 10/1/2015]

1.21.2.3 STATUTORY AUTHORITY: Public Records Act, Section 14-3-1 et seq. NMSA 1978.
[1.21.2.3 NMAC - N, 10/1/2015]

1.21.2.4 DURATION: Permanent.
[1.21.2.4 NMAC - N, 10/1/2015]

1.21.2.5 EFFECTIVE DATE: October 1, 2015, unless a later date is cited at the end of a section.
[1.21.2.5 NMAC - N, 10/1/2015]

1.21.2.6 OBJECTIVE: To establish a records retention schedule for the orderly management, retention, disposition and preservation of records necessary for carrying out the Public Records Act, Section 14-3-1 et seq. NMSA 1978, and to provide recommendations for the retention and preservation of records of state governmental entities not subject to the act.
[1.21.2.6 NMAC - N, 10/1/2015]

1.21.2.7 DEFINITIONS: The following terms shall have the respective meanings provided in this rule. Terms not defined in this rule which are defined in the Public Records Act, Section 14-3-1 et seq. NMSA 1978 shall have the respective meanings accorded such terms in the act.

A. **"Archives"** means the permanent records of the state of New Mexico, which may include government and private collections of the Spanish, Mexican, territorial and statehood periods, assessed to have significant historical value to warrant their preservation by the state of New Mexico.

B. **"Disposition"** means final action that puts into effect the results of an appraisal decision for a series of records (i.e., transfer to archives or destruction).

C. **"Executive level"** means elected and appointed officials, statutory agency heads and management personnel with decision making authority granted by the agency head.

D. **"Historical"** means records deemed to have archival value by the commission.

E. **"Non-record"** means extra copies of documents kept solely for convenience of reference, stocks of publications, transitory records, records not usually included within the scope of the official records of an agency or government entity and library material intended only for reference or exhibition. The following specific types of materials are non-records: materials neither made nor received in pursuance of statutory requirements nor in connection with the functional responsibility of the officer or agency, extra copies of official records, preliminary drafts, blank forms, transmittal letters or forms that do not add information, sample letters, and reading files or informational files.

F. **"Official copy of record"** the single record determined to be the official copy for the purposes of fulfilling the retention requirements.

G. **"Retention"** means the period of time during which the official copy of record shall be maintained by an organization because they are needed for operational, legal, fiscal, historical or other purposes.

H. **"Transitory"** means messages which serve to convey information of temporary importance in lieu of oral communication. Transitory messages are only required for a limited time to ensure the completion of a routine action or the preparation of a subsequent record. Transitory messages are not required to control, support or to document the operations of government.

I. **"Trigger event"** means the event which begins the retention period.

[1.21.2.7 NMAC - N, 10/1/2015; A, 11/30/2016; A, 9/11/2018]

1.21.2.8 ABBREVIATIONS AND ACRONYMS:

A. **"ADA"** stands for Americans with Disabilities Act.

B. **"CDC"** stands for center for disease control.

C. **"DUI"** stands for driving under the influence.

D. **"EEOC"** stands for equal employment opportunity commission.

E. **"NMAC"** stands for New Mexico administrative code.

F. **"NMSA"** stands for New Mexico statutes annotated.

G. **"WCA"** stands for workers' compensation administration.

[1.21.2.8 NMAC - N, 10/1/2015]

1.21.2.9 INSTRUCTIONS:

A. The records retention and disposition schedule identifies the types of records maintained by all agencies and specifies a period of time for which the official copy of record must be retained. A retention period may be stated in terms of months or years and is contingent upon the occurrence of a trigger event. Each record classification will be itemized by NMAC section number and title in the format listed below.

(1) **Category** - describes the hierarchy of the function

(2) **Description** - describes the function of the record classification

(3) **Retention** - defines the length of time records must be kept before they are eligible for destruction or archival preservation

B. Record classification descriptions are not intended to be exhaustive. Descriptions may include records that do not appear in the files, and conversely, files may include records not listed in the description.

C. Refer questions concerning the confidentiality of a record to legal counsel for the agency. For the destruction of confidential records, please refer to 1.13.30 NMAC.

D. Public records should be maintained in their native format (paper/digital). Records may be microfilmed or digitized provided a microphotography plan has been approved by the state records administrator. Refer to Section 14-3-17 NMSA 1978 and 1.14.2 NMAC. Such photographs, microfilms, photographic film or microphotographs shall be deemed to be an original record for all purposes.

E. Agencies are encouraged to create secondary and tertiary descriptors for each classification (e.g., account receivable - invoices - acme inc., goods and services - IT consulting - data hub LLC., infrastructure project files - railroad project - Lamy station upgrade, etc.). These additional descriptors will assist with the accessibility of the records.

F. Upon storage or disposition, public records shall be classified according to content and retained at a minimum for the length of time specified in the records retention and disposition schedule.

G. For guidance on electronic messaging, refer to 1.13.4 NMAC.

H. For guidance on the destruction of non-record material, refer to 1.13.30 NMAC.

I. Records classifications related to the legislative branch of government provided herein are applicable for legislative agencies that utilize the records center services and permanent archival repository.

J. Non-scheduled public records created by an agency in pursuance of law or in connection with the transaction of public business shall have a retention period of permanent until such time the non-scheduled record has been scheduled and a retention period adhering to operational, legal, fiscal, historical or other purposes is established.

K. For guidance on classifying county and municipal records, refer to the records retention and disposition guidance for counties and municipalities.

L. For guidance on destruction of county records, refer to Section 14-1-8 NMSA 1978.

M. Classifications that have a disposition of transfer to archives may be submitted for direct transfer before the allotted time period specified in the retention with the approval of the custodial agency and state records administrator.

N. Upon adoption of this rule, records retained at the records center shall be reclassified according to the new records classifications for retention and disposition.

O. The official copy of a record may contain duplicates of other records. If your program requires the submission of documentation, and your agency is not required to submit this documentation to

another agency for additional or final processing, your agency is the keeper of the official copy of record.

P. Records transferred to the state archives will be reviewed for final disposition.

[1.21.2.9 NMAC - N, 10/1/2015; A, 11/30/2015; A, 11/30/2016; A, 9/11/2018]

1.21.2.10 - 1.21.2.100 [RESERVED]

1.21.2.101 AUTHORIZATION:

A. Category: Administration - general management

B. Description: Records related to authorization of personnel or entities to perform specfic duties and not identified in other classifications.

C. Retention: destroy 10 years from date file closed

[1.21.2.101 NMAC - N, 10/1/2015]

1.21.2.102 CALENDARS AND SCHEDULES:

A. Category: Administration - general management

B. Description: Appointments and schedules and related records.

C. Retention: destroy one year from close of calendar year in which created

[1.21.2.102 NMAC - N, 10/1/2015]

1.21.2.103 CALENDARS AND SCHEDULES - GOVERNOR:

A. Category: Administration - general management

B. Description: Governor's appointments and schedules and related records.

C. Retention: permanent, transfer to archives when no longer needed for reference

[1.21.2.103 NMAC - N, 10/1/2015]

1.21.2.104 CORRESPONDENCE - EXECUTIVE LEVEL:

A. Category: Administration - general management

B. Description: Internal and external communications and related records to or from executive level personnel including, but not limited to, directives and not identified in other classifications.

C. Retention: permanent, transfer to archives when no longer needed for reference

[1.21.2.104 NMAC - N, 10/1/2015]

1.21.2.105 CORRESPONDENCE - GENERAL:

A. Category: Administration - general management

B. Description: Routine correspondence and related records of day-to-day office administration and not identified in other classifications.

C. Retention: destroy one year from close of calendar year in which created

[1.21.2.105 NMAC - N, 10/1/2015]

1.21.2.106 [RESERVED]

1.21.2.107 DENIED, REJECTED OR WITHDRAWN RECORDS:

A. Category: Administration - general management

B. Description: Records including, but not limited to, applications, complaints or requests which are incomplete, have no merit or have been denied, rejected or withdrawn.

C. Retention: destroy two years from date file closed

[1.21.2.107 NMAC - N, 10/1/2015]

1.21.2.108 DISTRIBUTION, MAILING AND CONTACT LISTS:

A. Category: Administration - general management

B. Description: Lists of individuals and organizations for mailing, contact or distribution.

C. Retention: destroy when superseded or obsolete

[1.21.2.108 NMAC - N, 10/1/2015]

1.21.2.109 INDEXES AND FINDING AIDS:

A. Category: Administration - general management

B. Description: Indexes, lists and finding aids used to provide access to records or information.

C. Retention: retain until disposition of corresponding record

[1.21.2.109 NMAC - N, 10/1/2015]

1.21.2.110 LOGS:

A. Category: Administration - general management

B. Description: Logs used to monitor or control.

C. Retention: retain until no longer needed for reference

[1.21.2.110 NMAC - N, 10/1/2015]

1.21.2.111 PLANNING AND DEVELOPMENT:

A. Category: Administration - general management

B. Description: Records related to planning and development.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.111 NMAC - N, 10/1/2015]

1.21.2.112 PROGRAM AND PROJECT FILES:

A. Category: Administration - general management

B. Description: Records related to administrative programs and projects not identified in other classifications.

C. Retention: destroy five years from date file closed

[1.21.2.112 NMAC - N, 10/1/2015]

1.21.2.113 PROGRAM AND PROJECT FILES - GOVERNOR'S:

A. Category: Administration - general management

B. Description: Records related to administrative programs and projects of the governor's and lieutenant governor's office.

C. Retention: permanent, transfer to archives when no longer needed for reference

[1.21.2.113 NMAC - N, 10/1/2015]

1.21.2.114 PUBLICATIONS:

A. Category: Administration - general management

B. Description: Agency publications intended for distribution to the public.

C. Retention: permanent, transfer to state library when published

[1.21.2.114 NMAC - N, 10/1/2015; A, 11/30/2015]

[Refer to 1.25.10 NMAC, Publications: Filing, Distribution, Format and Style]

1.21.2.115 [RESERVED]

[1.21.2.115 NMAC - N, 10/1/2015; Repealed, 11/30/2016]

1.21.2.116 REPORTS - GENERAL:

A. Category: Administration - general management

B. Description: General reports not identified in other classifications.

C. Retention: destroy two years from date file created

[1.21.2.116 NMAC - N, 10/1/2015]

1.21.2.117 REPORTS - HISTORICAL:

A. Category: Administration - general management

B. Description: Historical reports including, but not limited to the following subject matter: vital records, natural resources, emissions, professional licensure registries, disease management, rural health care, student nutrition, emergency response, homeland security, infrastructure, tribal education and statutorily required reports; and not identified in other classifications.

C. **Retention:** permanent, transfer to archives one year from date file created
[1.21.2.117 NMAC - N, 10/1/2015]

1.21.2.118 REPORTS - STATISTICAL:
A. **Category:** Administration - general management
B. **Description:** Statistical reports.
C. **Retention:** destroy five years from date file created
[1.21.2.118 NMAC - N, 10/1/2015]

1.21.2.119 SPEECHES AND PRESENTATIONS:
A. **Category:** Administration - general management
B. **Description:** Speeches, presentations and related records, does not include records related to training.
C. **Retention:** permanent, transfer to archives when no longer needed for reference
[1.21.2.119 NMAC - N, 10/1/2015; A, 11/30/2016]
[For training materials, refer to Section 1.21.2.254 NMAC]

1.21.2.120 SURVEYS:
A. **Category:** Administration - general management
B. **Description:** Surveys or questionnaires and related records.
C. **Retention:** destroy five years from date file created
[1.21.2.120 NMAC - N, 10/1/2015]

1.21.2.121 TRACKING:
A. **Category:** Administration - general management
B. **Description:** Records related to the tracking of data for the purpose of reporting.
C. **Retention:** destroy five years from date file created
[1.21.2.121 NMAC - N, 10/1/2015]

1.21.2.122 GRANT ADMINISTRATION:
A. **Category:** Administration - general management
B. **Description:** Records related to grant administration.
C. **Retention:** destroy three years from the date file closed
[1.21.2.122 NMAC - Rn & A, 1.21.2.338 NMAC, 11/30/2016]

1.21.2.123 - 1.21.2.130 [RESERVED]

1.21.2.131 BUILDING FILES:
A. **Category:** Administration - buildings, facilities and infrastructure
B. **Description:** Records related to government owned buildings and facilities including, but not limited to, capital improvements, as-built and as-constructed drawings, does not include routine maintenance and construction projects.
C. **Retention:** permanent, transfer to archives five years from date file closed
[1.21.2.131 NMAC - N, 10/1/2015]

1.21.2.132 CONSTRUCTION PROJECT FILES - CAPITAL PROJECTS:
A. **Category:** Administration - buildings, facilities and infrastructure
B. **Description:** Records related to the planning, design and construction of projects using capital funds.
C. **Retention:** permanent, transfer to archives five years from date file closed
[1.21.2.132 NMAC - N, 10/1/2015]

1.21.2.133 INFRASTRUCTURE PROJECT FILES:
A. **Category:** Administration - buildings, facilities and infrastructure

B. Description: Records related to the planning, design and construction of specific projects including, but not limited to, facility and infrastructure projects.

C. Retention: permanent, transfer to archives 25 years from date file closed

[1.21.2.133 NMAC - N, 10/1/2015]

1.21.2.134 MAINTENANCE AND REPAIR RECORDS:

A. Category: Administration - buildings, facilities and infrastructure

B. Description: Records related to the maintenance and repair of government owned and operated buildings and facilities.

C. Retention: destroy three years from the close of the fiscal year in which file closed

[1.21.2.134 NMAC - N, 10/1/2015]

1.21.2.135 MAPS, DRAWINGS AND PLANS:

A. Category: Administration - buildings, facilities and infrastructure

B. Description: Maps, drawings or plans of government owned assets including, but not limited to, property, facilities, buildings and infrastructure.

C. Retention: permanent, transfer to archives when no longer needed for reference

[1.21.2.135 NMAC - N, 10/1/2015]

1.21.2.136 SAFETY, SECURITY AND ACCESS:

A. Category: Administration - buildings, facilities and infrastructure

B. Description: Records related to safety and security for government owned or operated buildings.

C. Retention: destroy three years from date file closed

[1.21.2.136 NMAC - N, 10/1/2015]

1.21.2.137 WORK ORDERS:

A. Category: Administration - buildings, facilities and infrastructure

B. Description: Records related to work and job orders for repair and maintenance of property.

C. Retention: destroy one year from date file closed

[1.21.2.137 NMAC - N, 10/1/2015]

1.21.2.138 - 1.21.2.140 [RESERVED]

1.21.2.141 AWARDS - COMMUNITY AND PUBLIC RELATIONS:

A. Category: Administration - community and public relations

B. Description: Records related to awards and recognition.

C. Retention: permanent, transfer to archives one year from date file closed

[1.21.2.141 NMAC - N, 10/1/2015]

1.21.2.142 COMPLAINTS:

A. Category: Administration - community and public relations

B. Description: Records related to complaints by the public relating to policies, procedures or business practices including, but not limited to, filing forms, recommendations, responses and resolution.

C. Retention: destroy one year from date file closed

[1.21.2.142 NMAC - N, 10/1/2015]

1.21.2.143 OUTREACH - HISTORICAL:

A. Category: Administration - community and public relations

B. Description: Records related to community outreach with historical significance.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.143 NMAC - N, 10/1/2015]

1.21.2.144 PRESS AND NEWS RELEASES:

A. **Category:** Administration - community and public relations
B. **Description:** Records related to official government press, news releases and notices.
C. **Retention:** permanent, transfer to archives five years from date file created
[1.21.2.144 NMAC - N, 10/1/2015]

1.21.2.145 PROGRAMS - COMMUNITY AND PUBLIC RELATIONS:
A. **Category:** Administration - community and public relations
B. **Description:** Records related to community programs not identified in other classifications.
C. **Retention:** destroy three years from date file closed
[1.21.2.145 NMAC - N, 10/1/2015]

1.21.2.146 PUBLICITY AND PROMOTION:
A. **Category:** Administration - community and public relations
B. **Description:** Records related to marketing of the government including, but not limited to, advertising and public relations with the media including newspapers, television and magazines.
C. **Retention:** permanent, transfer to archives five years from date file created
[1.21.2.146 NMAC - N, 10/1/2015]

1.21.2.147 - 1.21.2.150 [RESERVED]

1.21.2.151 EQUIPMENT FILES:
A. **Category:** Administration - equipment and vehicle management
B. **Description:** Records related to equipment including, but not limited to, history, logs, manuals and operating procedures; and not identified in other classifications.
C. **Retention:** destroy three years from date of disposition of equipment
[1.21.2.151 NMAC - N, 10/1/2015]

1.21.2.152 MAINTENANCE AND REPAIRS:
A. **Category:** Administration - equipment and vehicle management
B. **Description:** Records related to maintenance and repair of vehicles and equipment.
C. **Retention:** destroy three years from the close of the fiscal year in which created
[1.21.2.152 NMAC - N, 10/1/2015]

1.21.2.153 VEHICLE FILES:
A. **Category:** Administration - equipment and vehicle management
B. **Description:** Records related to vehicles including, but not limited to, history, logs, manuals and operating procedures; and not identified in other classifications.
C. **Retention:** destroy three years from date of disposition of vehicle
[1.21.2.153 NMAC - N, 10/1/2015]

1.21.2.154 - 1.21.2.155 [RESERVED]

1.21.2.156 ACCESS AND CONTROL:
A. **Category:** Administration - information technology
B. **Description:** Records related to security and access to information technology.
C. **Retention:** destroy three years from date file closed
[1.21.2.156 NMAC - N, 10/1/2015]

1.21.2.157 SYSTEMS AND NETWORKS:
A. **Category:** Administration - information technology
B. **Description:** Records related to development and maintenance of voice and data networks, infrastructure and computer applications.
C. **Retention:** destroy when superseded or obsolete
[1.21.2.157 NMAC - N, 10/1/2015]

1.21.2.158 WEB MANAGEMENT:

A. Category: Administration - information technology

B. Description: Records related to management of public websites including, but not limited to, design, graphics, formats and links.

C. Retention: destroy one year from date file closed

[1.21.2.158 NMAC - N, 10/1/2015]

1.21.2.159 - 1.21.2.160 [RESERVED]

1.21.2.161 ACCIDENTS AND PROPERTY DAMAGE:

A. Category: Administration - risk management

B. Description: Records related to reporting damage to government owned and operated property including, but not limited to, claims.

C. Retention: destroy three years from date file closed

[1.21.2.161 NMAC - N, 10/1/2015]

1.21.2.162 GENERAL LIABILITY - CLAIMS:

A. Category: Administration - risk management

B. Description: Records related to general liability claims.

C. Retention: destroy three years from date file closed

[1.21.2.162 NMAC - N, 10/1/2015]

1.21.2.163 INSURANCE CERTIFICATES AND BONDS:

A. Category: Administration - risk management

B. Description: Records of insurance certificates and bonds provided by contractors, vendors and other non-governmental entities.

C. Retention: destroy five years from date file closed

[1.21.2.163 NMAC - N, 10/1/2015]

1.21.2.164 INSURANCE POLICIES:

A. Category: Administration - risk management

B. Description: Records related to insurance of government owned and operated property and assets.

C. Retention: destroy 10 years from date file closed

[1.21.2.164 NMAC - N, 10/1/2015]

1.21.2.165 WAIVERS AND RELEASES - RISK MANAGEMENT:

A. Category: Administration - risk management

B. Description: Waivers and releases of liability and related records.

C. Retention: destroy two years from date file closed

[1.21.2.165 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.166 - 1.21.2.170 [RESERVED]

1.21.2.171 COLLECTION MANAGEMENT - LIBRARY:

A. Category: Administration - historical and cultural resource management

B. Description: Records related to the management of items and objects owned or managed by a library.

C. Retention: destroy when no longer needed for reference

[1.21.2.171 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.172 COLLECTION MANAGEMENT - MUSEUMS AND ARCHIVES:

A. Category: Administration - historical and cultural resource management

B. Description: Records related to the management of items and objects owned or managed by a museum or archive.

C. Retention: permanent

[1.21.2.172 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.173 LENDING:

A. Category: Administration - historical and cultural resource management

B. Description: Records related to borrowing, lending and returning of library items including, but not limited to, tracking.

C. Retention: destroy when superseded or obsolete

[1.21.2.173 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.174 PATRON MANAGEMENT:

A. Category: Administration - historical and cultural resource management

B. Description: Records related to the management of patrons.

C. Retention: destroy five years from date file closed

[1.21.2.174 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.175 REQUESTS:

A. Category: Administration - historical and cultural resource management

B. Description: Records related to requests from the public.

C. Retention: destroy three years from the close of the calendar year in which file closed

[1.21.2.175 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.176 SCHOLARLY RESEARCH:

A. Category: Administration - historical and cultural resource management

B. Description: Records related to scholarly research.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.176 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.177 CULTURAL RESOURCES:

A. Category: Administration - historical and cultural resource management

B. Description: Records related to the preservation of cultural resources.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.177 NMAC - Rn & A, 1.21.2.438 NMAC, 03/15/2016]

1.21.2.178 - 1.21.2.180 [RESERVED]

1.21.2.181 ASSESSMENTS:

A. Category: Administration - education

B. Description: Records related to proficiency and learning assessments.

C. Retention: destroy five years from date file closed

[1.21.2.181 NMAC - N, 10/1/2015]

1.21.2.182 COURSE DEVELOPMENT AND ADMINISTRATION:

A. Category: Administration - education

B. Description: Records related to development of courses including, but not limited to, outlines and syllabi.

C. Retention: destroy five years from date file closed

[1.21.2.182 NMAC - N, 10/1/2015]

1.21.2.183 ENROLLMENT - EDUCATION:

A. Category: Administration - education

B. Description: Records related to student enrollment and withdrawal.

C. **Retention:** destroy two years from date file closed
[1.21.2.183 NMAC - N, 10/1/2015]

1.21.2.184 EXAMINATION AND TESTING:
A. **Category:** Administration - education
B. **Description:** Records related to examination and testing including, but not limited to, grade results.
C. **Retention:** destroy two years from close of calendar year in which file created
[1.21.2.184 NMAC - N, 10/1/2015]

1.21.2.185 PROGRAMS - EDUCATION:
A. **Category:** Administration - education
B. **Description:** Records related to academic, athletic and social programs.
C. **Retention:** destroy five years from date file created
[1.21.2.185 NMAC - N, 10/1/2015]

1.21.2.186 PROGRAMS - HIGHER EDUCATION:
A. **Category:** Administration - education
B. **Description:** Records related to higher education programs.
C. **Retention:** destroy three years from date file closed
[1.21.2.186 NMAC - N, 10/1/2015]

1.21.2.187 REGISTRATION:
A. **Category:** Administration - education
B. **Description:** Records related to class registration.
C. **Retention:** destroy one year from date file closed
[1.21.2.187 NMAC - N, 10/1/2015]

1.21.2.188 STUDENT RECORDS:
A. **Category:** Administration - education
B. **Description:** Records related to student evaluations, discipline, assessments and attendance; does not include transcripts.
C. **Retention:** destroy two years from date file closed
[1.21.2.188 NMAC - N, 10/1/2015]

1.21.2.189 STUDENT TRANSCRIPTS:
A. **Category:** Administration - education
B. **Description:** Official student transcripts.
C. **Retention:** permanent, transfer to archives 100 years from date of birth
[1.21.2.189 NMAC - N, 10/1/2015; A, 11/30/2015]

1.21.2.190 - 1.21.2.200 [RESERVED]

1.21.2.201 CLAIMS - BENEFITS MANAGEMENT:
A. **Category:** Employee services - benefits management
B. **Description:** Records related to employee benefit claims.
C. **Retention:** destroy three years from date file closed
[1.21.2.201 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.202 ENROLLMENT - BENEFITS:
A. **Category:** Employee services - benefits management
B. **Description:** Records related to employee enrollment in government benefit plans.
C. **Retention:** destroy five years from termination of coverage
[1.21.2.202 NMAC - N, 10/1/2015]

1.21.2.203 PLANS:

A. Category: Employee services - benefits management

B. Description: Records related to benefit plans and statements.

C. Retention: destroy 10 years from date file closed

[1.21.2.203 NMAC - N, 10/1/2015]

1.21.2.204 - 1.21.2.205 [RESERVED]

1.21.2.206 EMPLOYMENT SCREENING:

A. Category: Employee services - employer and labor services

B. Description: Records related to pre-employment screening.

C. Retention: destroy five years from date file created

[1.21.2.206 NMAC - N, 10/1/2015]

1.21.2.207 LABOR RELATIONS:

A. Category: Employee services - employer and labor services

B. Description: Records related to labor relations.

C. Retention: destroy three years from date file closed

[1.21.2.207 NMAC - N, 10/1/2015]

1.21.2.208 PROGRAMS - EMPLOYER AND LABOR SERVICES:

A. Category: Employee services - employer and labor services

B. Description: Records related to programs for labor and employer services not identified in other classifications.

C. Retention: destroy five years from date file closed

[1.21.2.208 NMAC - N, 10/1/2015]

1.21.2.209 - 1.21.2.210 [RESERVED]

1.21.2.211 DEDUCTIONS AND GARNISHMENTS:

A. Category: Employee services - payroll management

B. Description: Records related to deduction and garnishments from employee paychecks.

C. Retention: destroy three years from the close of the fiscal year in which created

[1.21.2.211 NMAC - N, 10/1/2015]

1.21.2.212 PAYROLL REGISTERS:

A. Category: Employee services - payroll management

B. Description: Payroll registers.

C. Retention: destroy 50 years from date file created

[1.21.2.212 NMAC - N, 10/1/2015]

1.21.2.213 REPORTS - PAYROLL:

A. Category: Employee services - payroll management

B. Description: Reports for payroll.

C. Retention: destroy three years from the close of the fiscal year in which created

[1.21.2.213 NMAC - N, 10/1/2015]

1.21.2.214 TAXES - PAYROLL:

A. Category: Employee services - payroll management

B. Description: Records related to payroll taxes for employees including, but not limited to, withholding, remittances, filings and returns.

C. Retention: destroy 10 years from close of calendar year in which created

[1.21.2.214 NMAC - N, 10/1/2015]

1.21.2.215 - 1.21.2.220 [RESERVED]

1.21.2.221 AWARDS - PERSONNEL MANAGEMENT:

A. Category: Employee services - personnel management

B. Description: Records related to programs that award and recognize employee contributions to improvements in service, operations and the work environment.

C. Retention: destroy three years from date file closed

[1.21.2.221 NMAC - N, 10/1/2015]

1.21.2.222 ADVERSE ACTION AND REDUCTION IN FORCE:

A. Category: Employee services - personnel management

B. Description: Records related to adverse action and reduction in force.

C. Retention: destroy 30 years from date file closed

[1.21.2.222 NMAC - N, 10/1/2015; A, 11/30/2015]

1.21.2.223 CERTIFICATIONS:

A. Category: Employee services - personnel management

B. Description: Employee certifications.

C. Retention: destroy three years from date file closed

[1.21.2.223 NMAC - N, 10/1/2015]

1.21.2.224 DRUG AND ALCOHOL TESTING:

A. Category: Employee services - personnel management

B. Description: Records related to drug and alcohol testing of employees.

C. Retention: destroy five years from date file closed

[1.21.2.224 NMAC - N, 10/1/2015]

1.21.2.225 EMPLOYEE MEDICAL RECORDS:

A. Category: Employee services - personnel management

B. Description: Records related to employee medical records excluding cases of hazardous material exposure.

C. Retention: destroy three years from date of separation from employment

[1.21.2.225 NMAC - N, 10/1/2015]

1.21.2.226 EMPLOYEE MEDICAL RECORDS - HAZARDOUS MATERIALS:

A. Category: Employee services - personnel management

B. Description: Records related to employee medical records specific to cases of hazardous material exposure.

C. Retention: destroy 30 years from date of separation from employment

[1.21.2.226 NMAC - N, 10/1/2015]

1.21.2.227 EMPLOYMENT DISCLOSURE:

A. Category: Employee services - personnel management

B. Description: Records related to the disclosure of secondary employment.

C. Retention: destroy one year from close of calendar year in which created

[1.21.2.227 NMAC - N, 10/1/2015]

1.21.2.228 EMPLOYMENT ELIGIBILITY VERIFICATION (I-9):

A. Category: Employee services - personnel management

B. Description: Records related to employment eligibility verification form I-9.

C. Retention: destroy three years from date of separation from employment

[1.21.2.228 NMAC - N, 10/1/2015]

1.21.2.229 EVALUATIONS - PERFORMANCE:

A. **Category:** Employee services - personnel management

B. **Description:** Performance evaluations and related records.

C. **Retention:** destroy three years from date of separation from employment

[1.21.2.229 NMAC - N, 10/1/2015]

1.21.2.230 GRIEVANCES AND INVESTIGATIONS:

A. **Category:** Employee services - personnel management

B. **Description:** Records related to filing of grievances and investigations related to employees.

C. **Retention:** destroy three years from date of separation from employment

[1.21.2.230 NMAC - N, 10/1/2015]

1.21.2.231 LEAVE RECORDS:

A. **Category:** Employee services - personnel management

B. **Description:** Employee leave records and related records.

C. **Retention:** destroy three years from close of fiscal year in which created

[1.21.2.231 NMAC - N, 10/1/2015; A, 06/30/2016]

1.21.2.232 MILITARY FILES:

A. **Category:** Employee services - personnel management

B. **Description:** Records related to military service.

C. **Retention:** permanent, transfer to archives 62 years from date file closed

[1.21.2.232 NMAC - N, 10/1/2015]

1.21.2.233 PERSONNEL FILES - CONTRIBUTING:

A. **Category:** Employee services - personnel management

B. **Description:** Records related to an individual government employee who contributes to a retirement plan, does not include medical files.

C. **Retention:** destroy 50 years from date file created

[1.21.2.233 NMAC - N, 10/1/2015]

1.21.2.234 PERSONNEL FILES - NON-CONTRIBUTING:

A. **Category:** Employee services - personnel management

B. **Description:** Records related to a temporary individual government employee who does not contribute to a retirement plan, does not include medical files.

C. **Retention:** destroy three years from the date file closed

[1.21.2.234 NMAC - N, 10/1/2015]

1.21.2.235 TIME AND ATTENDANCE:

A. **Category:** Employee services - personnel management

B. **Description:** Records related to reporting and approving employee attendance.

C. **Retention:** destroy one year from the close of the fiscal year in which file closed

[1.21.2.235 NMAC - N, 10/1/2015]

1.21.2.236 VOLUNTEER FILES:

A. **Category:** Employee services - personnel management

B. **Description:** Records related to volunteers.

C. **Retention:** destroy three years from date file closed

[1.21.2.236 NMAC - N, 10/1/2015]

1.21.2.237 - 1.21.2.240 [RESERVED]

1.21.2.241 CONTRIBUTIONS:

A. **Category:** Employee services - retirement administration

B. **Description:** Records related to employee contributions to retirement or pension funds.
C. **Retention:** destroy 65 years from date file created
[1.21.2.241 NMAC - N, 10/1/2015; A, 11/30/2015]

1.21.2.242 MEMBER FILES - BENEFITS EXHAUSTED:
A. **Category:** Employee services - retirement administration
B. **Description:** Record related to membership in retirement funds and plans for retired employees.
C. **Retention:** destroy five years from date file closed
[1.21.2.242 NMAC - N, 10/1/2015; A, 11/30/2015]

1.21.2.243 MEMBER FILES - OTHER:
A. **Category:** Employee services - retirement administration
B. **Description:** Record related to membership in retirement funds and plans for former employees who are not eligible for retirement benefits.
C. **Retention:** destroy 65 years from date file closed
[1.21.2.243 NMAC - N, 10/1/2015; A, 11/30/2015]

1.21.2.244 - 1.21.2.245 [RESERVED]

1.21.2.246 RECRUITMENT:
A. **Category:** Employee services - staffing and recruiting
B. **Description:** Records related to recruitment of employees.
C. **Retention:** destroy three years from date file closed
[1.21.2.246 NMAC - N, 10/1/2015]

1.21.2.247 POSITIONS AND CLASSIFICATIONS:
A. **Category:** Employee services - staffing and recruiting
B. **Description:** Records related to preparation of job descriptions and position classifications.
C. **Retention:** destroy three years from date file closed
[1.21.2.247 NMAC - N, 10/1/2015]

1.21.2.248 - 1.21.2.250 [RESERVED]

1.21.2.251 COURSE MANAGEMENT:
A. **Category:** Employee services - training management
B. **Description:** Records related to management of courses not identified in other classifications.
C. **Retention:** destroy five years from date file closed
[1.21.2.251 NMAC - N, 10/1/2015]

1.21.2.252 EMPLOYEE TRAINING FILES:
A. **Category:** Employee services - training management
B. **Description:** Records related to employee's training history.
C. **Retention:** three years after date of separation from employment
[1.21.2.252 NMAC - N, 10/1/2015]

1.21.2.253 INSTRUCTOR MANAGEMENT:
A. **Category:** Employee services - training management
B. **Description:** Records related to the management of training instructors.
C. **Retention:** destroy five years from date file closed
[1.21.2.253 NMAC - N, 10/1/2015]

1.21.2.254 TRAINING MATERIALS:

A. **Category:** Employee services - training management
B. **Description:** Records related to training and course materials not identified in other classifications.
C. **Retention:** destroy three years from date file closed
[1.21.2.254 NMAC - N, 10/1/2015]

1.21.2.255 - 1.21.2.260 [RESERVED]

1.21.2.261 CLAIMS - WORKERS' COMPENSATION AND UNEMPLOYMENT:
A. **Category:** Employee services - workers' compensation and unemployment
B. **Description:** Records related to workers' compensation and unemployment claims.
C. **Retention:** destroy three years from date file closed
[1.21.2.261 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.262 EMPLOYER ACCOUNT FILES:
A. **Category:** Employee services - workers' compensation and unemployment
B. **Description:** Records related to employer accounts of workers' compensation and unemployment.
C. **Retention:** destroy four years from close of calendar year in which file closed
[1.21.2.262 NMAC - N, 10/1/2015]

1.21.2.263 REPORTS - INJURIES:
A. **Category:** Employee services - workers' compensation and unemployment
B. **Description:** Records related to reports of injuries resulting in no action or claim.
C. **Retention:** destroy two years from date file created
[1.21.2.263 NMAC - N, 10/1/2015]

1.21.2.264 UNDERWRITING:
A. **Category:** Employee services - workers' compensation and unemployment
B. **Description:** Records related to underwriting for workers' compensation and unemployment policies.
C. **Retention:** destroy 10 years from date file closed
[1.21.2.264 NMAC - N, 10/1/2015]

1.21.2.265 WCA ACCIDENT REPORTING:
A. **Category:** Employee services - workers' compensation and unemployment
B. **Description:** Records related to workers' compensation administration accident reporting.
C. **Retention:** destroy 60 years from date file closed
[1.21.2.265 NMAC - N, 10/1/2015]

1.21.2.266 - 1.21.2.300 [RESERVED]

1.21.2.301 ACCOUNTS PAYABLE:
A. **Category:** Financial and accounting - accounting management
B. **Description:** Records relating to accounts payable including, but not limited to, purchasing and reimbursements.
C. **Retention:** destroy six years from date audit report released
[1.21.2.301 NMAC - N, 10/1/2015; A, 11/30/2015]

1.21.2.302 [RESERVED]
[1.21.2.302 NMAC - N, 10/1/2015; Repealed, 11/30/2015]

1.21.2.303 ACCOUNTS RECEIVABLE:
A. **Category:** Financial and accounting - accounting management

B. **Description:** Records related to accounts receivable including, but not limited to, invoicing.
C. **Retention:** destroy six years from date audit report released
[1.21.2.303 NMAC - N, 10/1/2015; A, 11/30/2015]

1.21.2.304 ACCOUNT TRANSFERS:
A. **Category:** Financial and accounting - accounting management
B. **Description:** Records relating to transferring of funds.
C. **Retention:** destroy three years from date audit report released
[1.21.2.304 NMAC - N, 10/1/2015]

1.21.2.305 COLLECTIONS:
A. **Category:** Financial and accounting - accounting management
B. **Description:** Records related to collections of funds including, but not limited to, bankruptcy.
C. **Retention:** destroy three years from date audit report released
[1.21.2.305 NMAC - N, 10/1/2015]

1.21.2.306 DONATIONS:
A. **Category:** Financial and accounting - accounting management
B. **Description:** Records related to donations of funds and assets to or from a government entity.
C. **Retention:** destroy three years from date audit report released
[1.21.2.306 NMAC - N, 10/1/2015]

1.21.2.307 FUNDS MANAGEMENT:
A. **Category:** Financial and accounting - accounting management
B. **Description:** Records related to the management of funds including, but not limited to, inmate and patient funds.
C. **Retention:** destroy three years from date audit report released
[1.21.2.307 NMAC - N, 10/1/2015]

1.21.2.308 JOURNAL ENTRIES:
A. **Category:** Financial and accounting - accounting management
B. **Description:** Journal entries.
C. **Retention:** destroy three years from date audit report released
[1.21.2.308 NMAC - N, 10/1/2015]

1.21.2.309 LEDGERS:
A. **Category:** Financial and accounting - accounting management
B. **Description:** Records relating to ledger management.
C. **Retention:** destroy three years from date audit report released
[1.21.2.309 NMAC - N, 10/1/2015]

1.21.2.310 REPORTS - ACCOUNTING:
A. **Category:** Financial and accounting - accounting management
B. **Description:** Records related to accounting processes and controls.
C. **Retention:** destroy one year from date audit report released
[1.21.2.310 NMAC - N, 10/1/2015]

1.21.2.311 - 1.21.2.315 [RESERVED]

1.21.2.316 FIXED ASSETS:
A. **Category:** Financial and accounting - asset management
B. **Description:** Records related to the control of fixed assets.

C. **Retention:** destroy three years from date audit report released
[1.21.2.316 NMAC - N, 10/1/2015]

1.21.2.317 INVENTORIES:
A. **Category:** Financial and accounting - asset management
B. **Description:** Records related to the control of supplies and stock inventory.
C. **Retention:** destroy three years from date audit report released
[1.21.2.317 NMAC - N, 10/1/2015]

1.21.2.318 SURPLUS AND DISPOSAL:
A. **Category:** Financial and accounting - asset management
B. **Description:** Records related to the disposal of surplus equipment.
C. **Retention:** destroy three years from date audit report released
[1.21.2.318 NMAC - N, 10/1/2015]

1.21.2.319 - 1.21.2.320 [RESERVED]

1.21.2.321 BANK RELATIONSHIP:
A. **Category:** Financial and accounting - bank administration
B. **Description:** Records relating to the establishment, maintenance and termination of bank accounts.
C. **Retention:** destroy three years from the close of the fiscal year in which file closed
[1.21.2.321 NMAC - N, 10/1/2015]

1.21.2.322 STATEMENTS AND REPORTS - BANK ADMINISTRATION:
A. **Category:** Financial and accounting - bank administration
B. **Description:** Records related to bank account and credit card statements and reconciliations.
C. **Retention:** destroy three years from date audit report released
[1.21.2.322 NMAC - N, 10/1/2015]

1.21.2.323 - 1.21.2.325 [RESERVED]

1.21.2.326 ANNUAL BUDGET:
A. **Category:** Financial and accounting - budget management
B. **Description:** Records related to the request, recommendation and approved annual budget.
C. **Retention:** permanent, transfer to archives when no longer needed for reference
[1.21.2.326 NMAC - N, 10/1/2015]

1.21.2.327 - 1.21.2.330 [RESERVED]

1.21.2.331 RECONCILIATIONS AND BALANCING:
A. **Category:** Financial and accounting - financial statements and reports
B. **Description:** Records related to reconciliations and balancing for financial reports and statements.
C. **Retention:** destroy three years from date audit report released
[1.21.2.331 NMAC - N, 10/1/2015]

1.21.2.332 - 1.21.2.335 [RESERVED]

1.21.2.336 CASE FILES - LOANS:
A. **Category:** Financial and accounting - financial aid and loan management
B. **Description:** Records related to loan programs including, but not limited to, loan documents and tracking.
C. **Retention:** destroy three years from close of fiscal year in which file closed

[1.21.2.336 NMAC - N, 10/1/2015; A, 11/28/2017]

1.21.2.337 EDUCATIONAL FINANCIAL AID:

A. **Category:** Financial and accounting - financial aid and loan management

B. **Description:** Records related to scholarships, loans, grants and other aid.

C. **Retention:** destroy three years from the date file closed

[1.21.2.337 NMAC - N, 10/1/2015; A, 11/28/2017]

1.21.2.338 [RESERVED]

[1.21.2.338 NMAC - N, 10/1/2015; Repealed, 11/30/2016]

1.21.2.339 - 1.21.2.340 [RESERVED]

1.21.2.341 INVESTMENTS:

A. **Category:** Financial and accounting - investment management

B. **Description:** Records related to investments including, but not limited to, bonds, debt issuance and certificates of deposit.

C. **Retention:** destroy six years from date file closed

[1.21.2.341 NMAC - N, 10/1/2015; A, 11/30/2015; A, 03/15/2016]

1.21.2.342 STATEMENTS AND REPORTS - INVESTMENTS:

A. **Category:** Financial and accounting - investment management

B. **Description:** Records related to investment statements and reports.

C. **Retention:** destroy three years from the date file closed

[1.21.2.342 NMAC - N, 10/1/2015]

1.21.2.343 - 1.21.2.345 [RESERVED]

1.21.2.346 BIDS, PROPOSALS AND QUOTES:

A. **Category:** Financial and accounting - procurement

B. **Description:** Bids, quotes and proposals and related records.

C. **Retention:** destroy three years from date file closed

[1.21.2.346 NMAC - N, 10/1/2015]

1.21.2.347 VENDOR MANAGEMENT:

A. **Category:** Financial and accounting - procurement

B. **Description:** Records related to management of vendors.

C. **Retention:** destroy three years from date file closed

[1.21.2.347 NMAC - N, 10/1/2015]

1.21.2.348 - 1.21.2.350 [RESERVED]

1.21.2.351 EXEMPTIONS:

A. **Category:** Financial and accounting - tax management

B. **Description:** Records related to exemptions from taxation.

C. **Retention:** destroy one year from close of calendar year in which file created

[1.21.2.351 NMAC - N, 10/1/2015]

1.21.2.352 [RESERVED]

1.21.2.353 REPORTS - TAX:

A. **Category:** Financial and accounting - tax management

B. **Description:** Tax reports.

C. **Retention:** destroy 10 years from close of calendar year in which file closed

[1.21.2.353 NMAC - N, 10/1/2015]

1.21.2.354 TAX ASSESSMENTS:

A. Category: Financial and accounting - tax management

B. Description: Records related to the general assessment of taxes, reductions and refunds, including, but not limited to, cigarette, alcohol, road and fuel, lodgers, estate, corporate, personal and employer tax.

C. Retention: destroy 10 years from close of calendar year in which file created

[1.21.2.354 NMAC - N, 10/1/2015]

1.21.2.355 VALUATIONS:

A. Category: Financial and accounting - tax management

B. Description: Records related to valuation for tax purposes not identified in other classifications.

C. Retention: destroy 10 years from close of calendar year in which file created

[1.21.2.355 NMAC - N, 10/1/2015]

1.21.2.356 VALUATIONS - HISTORICAL:

A. Category: Financial and accounting - tax management

B. Description: Records related to valuations for tax purposes including, but not limited to, tax schedules and annual renditions.

C. Retention: permanent, transfer to archives five years from close of calendar year in which file created

[1.21.2.356 NMAC - N, 10/1/2015]

1.21.2.357 - 1.21.2.360 [RESERVED]

1.21.2.361 UNCLAIMED PROPERTY:

A. Category: Financial and accounting - unclaimed property

B. Description: Records related to unclaimed property.

C. Retention: destroy 10 years from close of calendar year from date of final disposition of property

[1.21.2.361 NMAC - N, 10/1/2015]

1.21.2.362 - 1.21.2.400 [RESERVED]

1.21.2.401 COLLEGES AND UNIVERSITIES:

A. Category: Governance and compliance - accreditation and certification

B. Description: Records related to accreditation and certification of colleges and universities.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.401 NMAC - N, 10/1/2015]

1.21.2.402 COURSES AND PROGRAMS:

A. Category: Governance and compliance - accreditation and certification

B. Description: Records related to accreditation and certification of educational or training courses or programs.

C. Retention: destroy 10 years from date file closed

[1.21.2.402 NMAC - N, 10/1/2015]

1.21.2.403 CORRECTIONAL FACILITIES:

A. Category: Governance and compliance - accreditation and certification

B. Description: Records related to accreditation and certification of correctional facilities.

C. Retention: destroy five years from date file closed

[1.21.2.403 NMAC - N, 10/1/2015]

1.21.2.404 INDIVIDUAL CERTIFICATION:

A. Category: Governance and compliance - accreditation and certification

B. Description: Records related to accredidation and certification of individuals who meet specified criteria.

C. Retention: destroy five years from date individual is no longer certified

[1.21.2.404 NMAC - N, 10/1/2015]

1.21.2.405 HOSPITALS AND MEDICAL:

A. Category: Governance and compliance - accreditation and certification

B. Description: Records related to accreditation and certification of hospitals and medical facilities.

C. Retention: destroy 10 years from date file closed

[1.21.2.405 NMAC - N, 10/1/2015]

1.21.2.406 SCHOOLS:

A. Category: Governance and compliance - accreditation and certification

B. Description: Records related to accreditation and certification of schools.

C. Retention: destroy five years from date file closed

[1.21.2.406 NMAC - N, 10/1/2015]

1.21.2.407 - 1.21.2.410 [RESERVED]

1.21.2.411 CORPORATIONS:

A. Category: Governance and compliance - audit, oversight and compliance

B. Description: Records related to oversight of corporations including, but not limited to, corporate filings.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.411 NMAC - N, 10/1/2015]

1.21.2.412 ENVIRONMENTAL:

A. Category: Governance and compliance - audit, oversight and compliance

B. Description: Records related to oversight of environmental programs.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.412 NMAC - N, 10/1/2015]

1.21.2.413 FEDERAL COMPLIANCE AND REPORTING:

A. Category: Governance and compliance - audit, oversight and compliance

B. Description: Records related to oversight and federal compliance reporting.

C. Retention: destroy three years from date file closed

[1.21.2.413 NMAC - N, 10/1/2015]

1.21.2.414 FINANCIAL - AUDITS:

A. Category: Governance and compliance - audit, oversight and compliance

B. Description: Records related to financial audits of agencies and programs.

C. Retention: destroy three years from the close of the fiscal year in which file created

[1.21.2.414 NMAC - N, 10/1/2015]

1.21.2.415 GENERAL - AUDITS AND COMPLIANCE:

A. Category: Governance and compliance - audit, oversight and compliance

B. Description: Records related to general compliance and audits of agencies and programs.

C. Retention: destroy five years from date file closed

[1.21.2.415 NMAC - N, 10/1/2015]

1.21.2.416 INSURANCE:

A. Category: Governance and compliance - audit, oversight and compliance

B. Description: Records related to oversight of insurance companies and agencies.

C. Retention: destroy 10 years from date file closed

[1.21.2.416 NMAC - N, 10/1/2015]

1.21.2.417 - 1.21.2.420 [RESERVED]

1.21.2.421 APPOINTMENTS - ELECTIONS:

A. Category: Governance and compliance - election management

B. Description: Records related to appointments of election management positions.

C. Retention: destroy two years from date file closed

[1.21.2.421 NMAC - N, 10/1/2015]

1.21.2.422 [RESERVED]

[1.21.2.422 NMAC - N, 10/1/2015; Repealed, 11/30/2015]

1.21.2.423 CANDIDACY:

A. Category: Governance and compliance - election management

B. Description: Records related to candidacy including, but not limited to, nominating petitions.

C. Retention: destroy two years from date file closed

[1.21.2.423 NMAC - N, 10/1/2015]

1.21.2.424 CANVASS:

A. Category: Governance and compliance - election management

B. Description: Canvass of an election.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.424 NMAC - N, 10/1/2015]

1.21.2.425 ELECTION ADMINISTRATION - LOCAL:

A. Category: Governance and compliance - election management

B. Description: Records related to the preparation of the canvass for elections in which no federal candidate appears on the ballot including, but not limited to, ballots, voting permits, signature rosters and tally sheets.

C. Retention: destroy 45 days from date file closed

[1.21.2.425 NMAC - N, 10/1/2015]

1.21.2.426 [RESERVED]

1.21.2.427 ELECTION ADMINISTRATION - STATEWIDE:

A. Category: Governance and compliance - election management

B. Description: Records related to the preparation of the canvass for elections in which a federal candidate appears on the ballot including, but not limited to, ballots, voting permits, signature rosters and tally sheets.

C. Retention: destroy 22 months from date file closed

[1.21.2.427 NMAC - N, 10/1/2015]

1.21.2.428 FINANCIAL - CAMPAIGN:

A. Category: Governance and compliance - election management

B. Description: Records related to candidate, elected and appointed officials financial records.

C. Retention: permanent, transfer to archives 10 years from date file closed

[1.21.2.428 NMAC - N, 10/1/2015; A, 11/30/2015; A, 9/11/2018]

1.21.2.429 INVESTIGATIONS:

A. Category: Governance and compliance - election management

B. Description: Records related to election investigations.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.429 NMAC - N, 10/1/2015]

1.21.2.430 PETITIONS:

A. Category: Governance and compliance - election management

B. Description: Records related to petitions, not including nominating petitions.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.430 NMAC - N, 10/1/2015]

1.21.2.431 REPORTS - ELECTION:

A. Category: Governance and compliance - election management

B. Description: Records related to the reporting on the administration and management of elections.

C. Retention: destroy two years from date file closed

[1.21.2.431 NMAC - N, 10/1/2015]

1.21.2.432 VOTER REGISTRATION:

A. Category: Governance and compliance - election management

B. Description: Records related to voter registration.

C. Retention: destroy six years from date file closed

[1.21.2.432 NMAC - N, 10/1/2015]

1.21.2.433 - 1.21.2.435 [RESERVED]

1.21.2.436 AIR, LAND AND WATER QUALITY:

A. Category: Governance and compliance - environment management

B. Description: Records related to environmental compliance for air, land and water quality.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.436 NMAC - N, 10/1/2015]

1.21.2.437 CONSENTS AND CLEARENCES:

A. Category: Governance and compliance - environment management

B. Description: Records related to environmental consents and clearances.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.437 NMAC - N, 10/1/2015]

1.21.2.438 [RESERVED]

[1.21.2.438 NMAC - N, 10/1/2015; Repealed, 03/15/2016]

1.21.2.439 ENVIRONMENTAL IMPACT STATEMENTS:

A. Category: Governance and compliance - environment management

B. Description: Environmental impact statements and related records.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.439 NMAC - N, 10/1/2015]

1.21.2.440 REMEDIATION - SUPERFUND:

A. Category: Governance and compliance - environment management

B. Description: Records related to remediations involving superfunds.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.440 NMAC - N, 10/1/2015]

1.21.2.441 REVIEWS AND MONITORING:

A. Category: Governance and compliance - environment management

B. Description: Records related to environmental reviews and monitoring.

C. Retention: destroy three years from date file closed

[1.21.2.441 NMAC - N, 10/1/2015]

1.21.2.442 [RESERVED]

1.21.2.443 STORAGE TANKS:

A. Category: Governance and compliance - environment management

B. Description: Records related to the installation, remediation and removal of storage tanks.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.443 NMAC - N, 10/1/2015]

1.21.2.444 WATER FACILITIES - ENVIRONMENT MANAGEMENT:

A. Category: Governance and compliance - environment management

B. Description: Records related to water facilities.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.444 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.445 WATER POLLUTION:

A. Category: Governance and compliance - environment management

B. Description: Records related to water pollution including, but not limited to, national pollutant discharge elimination system (NPDES) permits and reporting.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.445 NMAC - N, 10/1/2015]

1.21.2.446 - 1.21.2.448 [RESERVED]

1.21.2.449 APPOINTMENTS - GOVERNANCE:

A. Category: Governance and compliance - governance

B. Description: Records related to appointments not identified in other classifications.

C. Retention: destroy two years from date file closed

[1.21.2.449 NMAC - N, 10/1/2015]

1.21.2.450 APPOINTMENTS - GOVERNOR:

A. Category: Governance and compliance - governance

B. Description: Appointments made by the governor and related records.

C. Retention: permanent, transfer to archives when no longer needed for reference

[1.21.2.450 NMAC - N, 10/1/2015]

1.21.2.451 BYLAWS:

A. Category: Governance and compliance - governance

B. Description: Bylaws.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.451 NMAC - N, 10/1/2015]

1.21.2.452 MEETINGS:

A. Category: Governance and compliance - governance

B. Description: Records related to meetings of statutory and policy making bodies including, but not limited to, minutes and not identified in other classifications.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.452 NMAC - N, 10/1/2015]

[Those subject to the Open Meetings Act, Section 10-15-1(G) NMSA 1978, once the minutes are approved, audio recordings become non-record material.]

1.21.2.453 OATHS OF OFFICE:

A. **Category:** Governance and compliance - governance

B. **Description:** Oaths of office and related records.

C. **Retention:** permanent, transfer to archives one year from date file closed

[1.21.2.453 NMAC - N, 10/1/2015]

1.21.2.454 - 1.21.2.455 [RESERVED]

1.21.2.456 ADA ACCOMMODATIONS:

A. **Category:** Governance and compliance - human rights management

B. **Description:** Records related to accommodations for disabilities under the Americans with Disabilities Act.

C. **Retention:** destroy three years from date file closed

[1.21.2.456 NMAC - N, 10/1/2015]

1.21.2.457 INVESTIGATIONS - CIVIL AND HUMAN RIGHTS:

A. **Category:** Governance and compliance - human rights management

B. **Description:** Records related to civil and human rights investigations including, but not limited to, grievances and complaints.

C. **Retention:** permanent, transfer to archives five years from date file closed

[1.21.2.457 NMAC - N, 10/1/2015]

1.21.2.458 - 1.21.2.465 [RESERVED]

1.21.2.466 AIR QUALITY:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to inspections and testing of air quality.

C. **Retention:** destroy five years from date file closed

[1.21.2.466 NMAC - N, 10/1/2015]

1.21.2.467 ASBESTOS:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to inspections and monitoring of asbestos.

C. **Retention:** permanent, transfer to archives five years from date file closed

[1.21.2.467 NMAC - N, 10/1/2015]

1.21.2.468 CONSTRUCTION MATERIAL SAMPLES:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to inspections and monitoring of samples of construction materials.

C. **Retention:** destroy 20 years from date file closed

[1.21.2.468 NMAC - N, 10/1/2015]

1.21.2.469 BUILDING AND CONSTRUCTION:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to inspections and monitoring of building and construction.

C. **Retention:** destroy 10 years from date file closed

[1.21.2.469 NMAC - N, 10/1/2015]

1.21.2.470 INFRASTRUCTURE - INSPECTIONS AND MONITORING:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to inspections and monitoring of infrastructure including, but not limited to, safety.

C. **Retention:** permanent, transfer to archives 25 years from date file closed

[1.21.2.470 NMAC - N, 10/1/2015]

1.21.2.471 EQUIPMENT AND VEHICLES:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to inspections and monitoring of equipment and vehicles.

C. **Retention:** destroy three years from date file closed

[1.21.2.471 NMAC - N, 10/1/2015]

1.21.2.472 EQUIPMENT - RADIOACTIVE:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to inspections and monitoring of radioactive equipment.

C. **Retention:** destroy 75 years from date file closed

[1.21.2.472 NMAC - N, 10/1/2015]

1.21.2.473 FIRE AND ELECTRICAL:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to inspections for fire prevention and fire protection for buildings, facilities and structures including, but not limited to, fire reports.

C. **Retention:** destroy three years from date file closed

[1.21.2.473 NMAC - N, 10/1/2015]

1.21.2.474 GENERAL - INSPECTION:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to general inspections and tests, not identified in other classifications.

C. **Retention:** destroy five years from date file closed

[1.21.2.474 NMAC - N, 10/1/2015]

1.21.2.475 HAZARDOUS MATERIALS:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to inspections and testing of hazardous materials.

C. **Retention:** permanent, transfer to archives 25 years from date file closed

[1.21.2.475 NMAC - N, 10/1/2015]

1.21.2.476 HERBICIDE, PESTICIDE AND CHEMICALS:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to inspections and testing of herbicides, pesticides and chemicals.

C. **Retention:** destroy 10 years from date file closed

[1.21.2.476 NMAC - N, 10/1/2015]

1.21.2.477 HOSPITALS AND MEDICAL FACILITIES:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to inspections of hospitals and medical facilities.

C. **Retention:** destroy five years from date file closed

[1.21.2.477 NMAC - N, 10/1/2015]

1.21.2.478 INVESTIGATIONS - INSPECTIONS AND MONITORING:

A. **Category:** Governance and compliance - inspections and monitoring

B. **Description:** Records related to inspections and investigations not identified in other classifications.

C. **Retention:** destroy 25 years from date file closed
[1.21.2.478 NMAC - N, 10/1/2015]

1.21.2.479 LABORATORY:
A. **Category:** Governance and compliance - inspections and monitoring
B. **Description:** Records related to inspections and testing of laboratories including, but not limited to, equipment.
C. **Retention:** destroy 10 years from date file closed
[1.21.2.479 NMAC - N, 10/1/2015]

1.21.2.480 MINES:
A. **Category:** Governance and compliance - inspections and monitoring
B. **Description:** Records related to inspections of mines.
C. **Retention:** permanent, transfer to archives five years from date file closed
[1.21.2.480 NMAC - N, 10/1/2015]

1.21.2.481 TRADE AND SERVICE MARKS:
A. **Category:** Governance and compliance - inspections and monitoring
B. **Description:** Records related to the monitoring of trade and service marks.
C. **Retention:** permanent, transfer to archives five years from date file closed
[1.21.2.481 NMAC - N, 10/1/2015]

1.21.2.482 WATER FACILITIES - INSPECTIONS AND MONITORING:
A. **Category:** Governance and compliance - inspections and monitoring
B. **Description:** Records related to inspections of water treatment facilities.
C. **Retention:** permanent, transfer to archives five years from date file closed
[1.21.2.482 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.483 WATER QUALITY:
A. **Category:** Governance and compliance - inspections and monitoring
B. **Description:** Records related to the inspection and testing of drinking and potable water.
C. **Retention:** destroy 10 years from date file closed
[1.21.2.483 NMAC - N, 10/1/2015]

1.21.2.484 - 1.21.2.489 [RESERVED]

1.21.2.490 ADMINISTRATIVE RULES:
A. **Category:** Governance and compliance - legislation and regulation management
B. **Description:** Administrative rules and related records.
C. **Retention:** permanent, transfer to archives five years from date file closed
[1.21.2.490 NMAC - N, 10/1/2015]
[For filing of administrative rules, refer to Section 14-4-3 NMSA 1978]

1.21.2.491 LEGISLATION:
A. **Category:** Governance and compliance - legislation and regulation management
B. **Description:** Legislation and related records including, but not limited to, bills, enrolled acts and vetoed legislation.
C. **Retention:** permanent, transfer to archives one year from date file closed
[1.21.2.491 NMAC - N, 10/1/2015]

1.21.2.492 LEGISLATIVE MEETINGS:
A. **Category:** Governance and compliance - legislation and regulation management
B. **Description:** Legislative committee meetings.
C. **Retention:** permanent, transfer to archives 15 years from date file created

[1.21.2.492 NMAC - N, 10/1/2015]

1.21.2.493 JOURNALS - HOUSE AND SENATE:

A. Category: Governance and compliance - legislation and regulation management

B. Description: Journals of the house and senate and related records.

C. Retention: permanent, transfer to archives one year from date file closed

[1.21.2.493 NMAC - N, 10/1/2015]

1.21.2.494 LOBBYIST:

A. Category: Governance and compliance - legislation and regulation management

B. Description: Records related to lobbyists.

C. Retention: destroy 10 years from date file closed

[1.21.2.494 NMAC - N, 10/1/2015; A, 11/30/2015]

1.21.2.495 ORDERS AND PROCLAMATIONS:

A. Category: Governance and compliance - legislation and regulation management

B. Description: Orders and proclamations of an administrative, legislative or executive nature and related records.

C. Retention: permanent, transfer to archives from date file closed

[1.21.2.495 NMAC - N, 10/1/2015]

[For filing or publication, refer to Section 14-4-7.1 NMSA 1978]

1.21.2.496 ORDINANCES AND RESOLUTIONS:

A. Category: Governance and compliance - legislation and regulation management

B. Description: Records related to ordinances and resolutions.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.496 NMAC - N, 10/1/2015]

[For filing requirements, refer to Section 47-6-10 NMSA 1978]

1.21.2.497 RESEARCH:

A. Category: Governance and compliance - legislation and regulation management

B. Description: Records related to legislative research.

C. Retention: permanent, transfer to archives 75 years from date file created or from date confidentiality waiver received

[1.21.2.497 NMAC - N, 10/1/2015]

[Waiver required per Sections 2-3-13 NMSA 1978 and 14-3-7.1 NMSA 1978]

1.21.2.498 - 1.21.2.500 [RESERVED]

1.21.2.501 INSPECTIONS AND INVESTIGATIONS:

A. Category: Governance and compliance - occupational safety and health

B. Description: Records related to occupational safety and health compliance inspections and investigations.

C. Retention: destroy 10 years from date file closed

[1.21.2.501 NMAC - N, 10/1/2015]

1.21.2.502 - 1.21.2.505 [RESERVED]

1.21.2.506 SHORT-TERM PERMITS:

A. Category: Governance and compliance - permit management

B. Description: Records related to short-term permits not identified in other classifications.

C. Retention: destroy three years from date file closed

[1.21.2.506 NMAC - N, 10/1/2015]

1.21.2.507 TRANSPORTATION AND TRIP PERMITS:

A. Category: Governance and compliance - permit management

B. Description: Records related to transportation and trip permits.

C. Retention: destroy three years from date file closed

[1.21.2.507 NMAC - N, 10/1/2015]

1.21.2.508 - 1.21.2.510 [RESERVED]

1.21.2.511 POLICIES AND PROCEDURES:

A. Category: Governance and compliance - policy and standards management

B. Description: Policies and procedures including, but not limited to, code of conduct.

C. Retention: permanent, transfer to archives one year from date superseded or obsolete

[1.21.2.511 NMAC - N, 10/1/2015]

1.21.2.512 STANDARDS:

A. Category: Governance and compliance - policy and standards management

B. Description: Records related to standards and best practices including, but not limited to, information technology standards.

C. Retention: permanent, transfer to archives one year from date superseded or obsolete

[1.21.2.512 NMAC - N, 10/1/2015]

1.21.2.513 - 1.21.2.515 [RESERVED]

1.21.2.516 CONVERSION AUTHORIZATION:

A. Category: Governance and compliance - records management

B. Description: Records related to the conversion of public records from one media format to another.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.516 NMAC - N, 10/1/2015]

1.21.2.517 DISPOSITION AUTHORIZATION:

A. Category: Governance and compliance - records management

B. Description: Records related to the disposition of public records including, but not limited to, approvals.

C. Retention: destroy 25 years from date file closed

[1.21.2.517 NMAC - N, 10/1/2015]

1.21.2.518 INFORMATION RELEASE:

A. Category: Governance and compliance - records management

B. Description: Records related to requests for release of information, does not include public records requests.

C. Retention: destroy one year from date file closed

[1.21.2.518 NMAC - N, 10/1/2015]

1.21.2.519 PUBLIC RECORDS REQUESTS:

A. Category: Governance and compliance - records management.

B. Description: Records related to requests for information under the Inspection of Public Records Act including, but not limited to, tracking, responses and written explanations of denials.

C. Retention: destroy four years from date request is deemed by the public body to be fulfilled or denied.

[1.21.2.519 NMAC - N, 10/1/2015; A, 7/1/2020]

1.21.2.520 RECORDS CUSTODY:

A. Category: Governance and compliance - records management

B. **Description:** Records related to withdrawal and receipt of records.
C. **Retention:** destroy 25 years from date file closed
[1.21.2.520 NMAC - N, 10/1/2015]

1.21.2.521 - 1.21.2.600 [RESERVED]

1.21.2.601 AGREEMENTS - OTHER:
A. **Category:** Legal and judiciary - contract management
B. **Description:** Records related to agreements not identified in other classifications.
C. **Retention:** destroy six years from date file closed
[1.21.2.601 NMAC - N, 10/1/2015; A, 11/30/2015]

1.21.2.602 INTERSTATE COMPACTS/AGREEMENTS:
A. **Category:** Legal and judiciary - contract management
B. **Description:** Interstate compacts and agreements and related records.
C. **Retention:** permanent, transfer to archives five years from date file closed
[1.21.2.602 NMAC - N, 10/1/2015]
[For filing requirements, refer to Section 14-3-20 NMSA 1978]

1.21.2.603 COOPERATIVE AGREEMENTS:
A. **Category:** Legal and judiciary - contract management
B. **Description:** Cooperative agreements including, but not limited to, memoranda of understanding.
C. **Retention:** permanent, transfer to archives five years from date file closed
[1.21.2.603 NMAC - N, 10/1/2015]

1.21.2.604 GOODS AND SERVICES:
A. **Category:** Legal and judiciary - contract management
B. **Description:** Records related to contracting of goods and services.
C. **Retention:** destroy six years from date file closed
[1.21.2.604 NMAC - N, 10/1/2015; A, 11/30/2015]

1.21.2.605 LEASES:
A. **Category:** Legal and judiciary - contract management
B. **Description:** Leases and related records, does not include mineral leases.
C. **Retention:** destroy six years from date file closed
[1.21.2.605 NMAC - N, 10/1/2015; A, 11/30/2015]

1.21.2.606 SETTLEMENTS:
A. **Category:** Legal and judiciary - contract management
B. **Description:** Records related to settlements of contract or agreement disputes.
C. **Retention:** destroy 14 years from date file closed
[1.21.2.606 NMAC - N, 10/1/2015]

1.21.2.607 - 1.21.2.610 [RESERVED]

1.21.2.611 CALENDARS:
A. **Category:** Legal and judiciary - court administration
B. **Description:** Court calendars.
C. **Retention:** destroy one year from date file created
[1.21.2.611 NMAC - N, 10/1/2015]

1.21.2.612 CASE FILES - LOWER COURTS (CIVIL):
A. **Category:** Legal and judiciary - court administration.

B. Description: Court case files, including, but not limited to, dockets; does not include DUI or domestic violence cases, district, appellate, supreme court or probate case files.

C. Retention:

(1) Judgement satisfied: destroy one year from date of satisfaction.

(2) Judgement not satisfied: destroy 14 years from date of judgement.

[1.21.2.612 NMAC - N, 10/1/2015; A, 7/1/2020]

1.21.2.613 CASE FILES - LOWER COURTS (CRIMINAL):

A. Category: Legal and judiciary - court administration

B. Description: Court case files, including, but not limited to, dockets; does not include DUI or domestic violence cases, district, appellate, supreme court or probate case files.

C. Retention: destroy one year from date file closed

[1.21.2.613 NMAC - N, 10/1/2015]

1.21.2.614 CASE FILES - JUVENILE:

A. Category: Legal and judiciary - court administration

B. Description: Juvenile court case files.

C. Retention: destroy 22 years from date of birth

[1.21.2.614 NMAC - N, 10/1/2015]

1.21.2.615 CASE FILES - COURT OF RECORD:

A. Category: Legal and judiciary - court administration

B. Description: Court case files including, but not limited to, dockets. Court cases include, but are not limited to, all DUI and domestic violence cases, district, appellate, supreme court or probate case files.

C. Retention: permanent, transfer to archives 10 years from date file closed

[1.21.2.615 NMAC - N, 10/1/2015]

[Appellate case files include the associated court proceedings records]

1.21.2.616 CASE FILES - DISMISSED:

A. Category: Legal and judiciary - court administration

B. Description: Dismissed case files.

C. Retention: destroy one year from date file closed

[1.21.2.616 NMAC - N, 10/1/2015]

1.21.2.617 EXHIBITS:

A. Category: Legal and judiciary - court administration

B. Description: Exhibits.

C. Retention: destroy one year from date of final disposition of associated case

[1.21.2.617 NMAC - N, 10/1/2015]

1.21.2.618 JURY MANAGEMENT:

A. Category: Legal and judiciary - court administration

B. Description: Records related to the management of juries.

C. Retention: destroy three months from date file closed

[1.21.2.618 NMAC - N, 10/1/2015]

1.21.2.619 PROBATION FILES:

A. Category: Legal and judiciary - court administration

B. Description: Records related to probation at the lower court level.

C. Retention: destroy five years from date file closed

[1.21.2.619 NMAC - N, 10/1/2015]

1.21.2.620 COURT PROCEEDINGS:

A. Category: Legal and judiciary - court administration

B. Description: records related to court proceedings including, but not limited to, tapes, court reporter notes, and transcripts. Does not include appellate case files.

C. Retention: destroy when associated case is no longer eligible for appeal or post-conviction proceedings in state or federal court

[1.21.2.620 NMAC - N, 9/11/2018]

1.21.2.621 - 1.21.2.625 [RESERVED]

1.21.2.626 ADOPTIONS:

A. Category: Legal and judiciary - legal matter management

B. Description: Records related to adoptions including, but not limited to, agreement and consents.

C. Retention: permanent, transfer to archives 25 years from date file closed

[1.21.2.626 NMAC - N, 10/1/2015]

1.21.2.627 ADVICE AND OPINIONS:

A. Category: Legal and judiciary - legal matter management

B. Description: Records related to research and correspondence related to legal issues including, but not limited to, precedents and opinions.

C. Retention: permanent, transfer to archives from date file closed

[1.21.2.627 NMAC - N, 10/1/2015]

1.21.2.628 BONDS:

A. Category: Legal and judiciary - legal matter management

B. Description: Court ordered bonds and related records.

C. Retention: destroy three years from the close of the fiscal year in which created

[1.21.2.628 NMAC - N, 10/1/2015]

1.21.2.629 EXTRADITIONS AND REQUISITIONS:

A. Category: Legal and judiciary - legal matter management

B. Description: Records related to extraditions and requisitions.

C. Retention: destroy three years from date file closed

[1.21.2.629 NMAC - N, 10/1/2015]

1.21.2.630 EXTRADITIONS AND RENDITIONS - GOVERNOR:

A. Category: Legal and judiciary - legal matter management

B. Description: Records related to extraditions and renditions issued by the governor.

C. Retention: permanent, transfer to archives when no longer needed for reference

[1.21.2.630 NMAC - N, 10/1/2015]

1.21.2.631 SIGNATURE RECORDS:

A. Category: Legal and judiciary - legal matter management

B. Description: Records related to signatures including, but not limited to, facsimile and digital signatures.

C. Retention: destroy 10 years from date file closed

[1.21.2.631 NMAC - N, 10/1/2015]

1.21.2.632 HEARINGS AND APPEALS:

A. Category: Legal and judiciary - legal matter management

B. Description: Records related to hearings and appeals.

C. Retention: destroy 10 years from date file closed

[1.21.2.632 NMAC - N, 10/1/2015]

1.21.2.633 HEARINGS AND APPEALS - HISTORICAL:

A. **Category:** Legal and judiciary - legal matter management
B. **Description:** Records related to hearings and appeals which affect public policy.
C. **Retention:** permanent, transfer to archives 10 years from date file closed
[1.21.2.633 NMAC - N, 10/1/2015]

1.21.2.634 INVESTIGATIONS - LEGAL MATTER MANAGMENT:
A. **Category:** Legal and judiciary - legal matter management
B. **Description:** Records related to investigations with merit of alleged criminal activities and not identified in other classifications.
C. **Retention:** destroy 10 years from date file closed
[1.21.2.634 NMAC - N, 10/1/2015; A, 11/30/2015]

1.21.2.635 INVESTIGATIONS - ATTORNEY GENERAL:
A. **Category:** Legal and judiciary - legal matter management
B. **Description:** Records related to investigations conducted by the attorney general.
C. **Retention:** permanent, transfer to archives five years from date file closed
[1.21.2.635 NMAC - N, 10/1/2015]

1.21.2.636 LEGAL CASE FILES:
A. **Category:** Legal and judiciary - legal matter management
B. **Description:** Legal case files other than historical case files.
C. **Retention:** destroy 10 years from date file closed
[1.21.2.636 NMAC - N, 10/1/2015]

1.21.2.637 LEGAL CASE FILES - HISTORICAL:
A. **Category:** Legal and judiciary - legal matter management
B. **Description:** Legal case files pertaining to the office of the governor, attorney general and regulation and remediation.
C. **Retention:** permanent, transfer to archives 10 years from date file closed
[1.21.2.637 NMAC - N, 10/1/2015]

1.21.2.638 MISSING PERSON FILES:
A. **Category:** Legal and judiciary - legal matter management
B. **Description:** Missing person files and related records.
C. **Retention:** permanent, transfer to archives five years from date file closed
[1.21.2.638 NMAC - N, 10/1/2015]

1.21.2.639 PUBLIC DEFENDER AND DISTRICT ATTORNEY CASE FILES - ADULT:
A. **Category:** Legal and judiciary - legal matter management
B. **Description:** Public defender and district attorney case files for adults, does not include capital offenses.
C. **Retention:** destroy 10 years from date file closed
[1.21.2.639 NMAC - N, 10/1/2015]

1.21.2.640 PUBLIC DEFENDER AND DISTRICT ATTORNEY CASE FILES - CAPITAL OFFENSES:
A. **Category:** Legal and judiciary - legal matter management
B. **Description:** Public defender and district attorney case files related to capital offenses.
C. **Retention:** permanent, transfer to archives 25 years from date file closed
[1.21.2.640 NMAC - N, 10/1/2015]

1.21.2.641 PUBLIC DEFENDER AND DISTRICT ATTORNEY CASE FILES - JUVENILE:
A. **Category:** Legal and judiciary - legal matter management
B. **Description:** Public defender and district attorney case files for juveniles.

C. **Retention:** destroy 22 years from date of birth
[1.21.2.641 NMAC - N, 10/1/2015]

1.21.2.642 WAIVERS AND RELEASES - LEGAL MATTER MANAGEMENT:
A. **Category:** Legal and judiciary - legal matter management
B. **Description:** Records related to waivers and releases.
C. **Retention:** destroy two years from date file closed
[1.21.2.642 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.643 VICTIM CLAIM FILES:
A. **Category:** Legal and judiciary - legal matter management
B. **Description:** Victim claim files and related records.
C. **Retention:** destroy 100 years from date of birth of claimant
[1.21.2.643 NMAC - N, 10/1/2015]

1.21.2.644 LEGAL CASE FILES - DISMISSED:
A. **Category:** Legal and judiciary – legal matter management
B. **Description:** Dismissed case files.
C. **Retention:** destroy one year from date file closed
[1.21.2.644 NMAC - N, 03/13/2018]

1.21.2.645 - 1.21.2.650 [RESERVED]

1.21.2.651 BRANDS:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to brands.
C. **Retention:** destroy six years from date file closed
[1.21.2.651 NMAC - N, 10/1/2015]

1.21.2.652 BUSINESS LICENSES:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to licenses for businesses not determined to be historical.
C. **Retention:** destroy 10 years from date entity is no longer licensed
[1.21.2.652 NMAC - N, 10/1/2015]

1.21.2.653 BUSINESS LICENSES - HISTORICAL:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to licenses for businesses including, but not limited to, financial institutions, funeral homes, zoo, burial transit, child placement agency (foster care), private investigation, construction/contractor, liquid petroleum and natural gas, liquor license, private post-secondary institution, higher education distance learning, small brewer, winegrower or craft distiller, body art, medical marijuana producer and racing establishments.
C. **Retention:** permanent, transfer to archives 10 years from date file closed
[1.21.2.653 NMAC - N, 10/1/2015]

1.21.2.654 CONCEALED FIREARMS:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to concealed firearms.
C. **Retention:** destroy two years from date file closed
[1.21.2.654 NMAC - N, 10/1/2015]

1.21.2.655 DEALERS, AGENTS AND OUTFITTERS:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to licensed dealers, agents and outfitters.

C. **Retention:** destroy three years from date file closed
[1.21.2.655 NMAC - N, 10/1/2015]

1.21.2.656 DISCIPLINE AND INVESTIGATIONS - GENERAL:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to general discipline and investigations of license and certification violations.
C. **Retention:** destroy 25 years from date file closed
[1.21.2.656 NMAC - N, 10/1/2015]

1.21.2.657 DISCIPLINE AND INVESTIGATIONS - HISTORICAL:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to discipline and investigations of violations pertaining to licenses determined to be historical.
C. **Retention:** permanent, transfer to archives 10 years from date file closed
[1.21.2.657 NMAC - N, 10/1/2015]

1.21.2.658 DRIVERS' LICENSES:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to issuing and tracking drivers' licenses including, but not limited to, revocation and suspensions not identified in other classifications.
C. **Retention:** destroy three years from date file closed
[1.21.2.658 NMAC - N, 10/1/2015]

1.21.2.659 DRIVERS' LICENSES - SUSPENSION AND REVOCATION:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to vehicular homicide and DUI license suspension and revocation.
C. **Retention:** destroy 55 years from date file closed
[1.21.2.659 NMAC - N, 10/1/2015]

1.21.2.660 DRIVERS' LICENSES - LIFETIME SUSPENSION AND REVOCATION:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to permanent commercial driver's license suspensions and revocation.
C. **Retention:** destroy 100 years from date of birth of licensee
[1.21.2.660 NMAC - N, 10/1/2015]

1.21.2.661 FACILITIES, ESTABLISHMENTS AND PRODUCTS:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to licensing and certification of facilities, establishments and products.
C. **Retention:** destroy five years from date file closed
[1.21.2.661 NMAC - N, 10/1/2015]

1.21.2.662 MOTOR VEHICLES - TITLES:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to motor vehicle titles.
C. **Retention:** destroy 25 years from date of change of ownership
[1.21.2.662 NMAC - N, 10/1/2015]

1.21.2.663 MOTOR VEHICLES - REGISTRATION:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to motor vehicle registration.

C. **Retention:** destroy three years from date file closed
[1.21.2.663 NMAC - N, 10/1/2015]

1.21.2.664 MOTOR VEHICLES, IDENTIFICATION:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to motor vehicle identification.
C. **Retention:** destroy three years from date file closed
[1.21.2.664 NMAC - N, 10/1/2015]

1.21.2.665 MOTOR VEHICLES, LICENSE PLATES:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to motor vehicle license plates.
C. **Retention:** destroy one year from date file closed
[1.21.2.665 NMAC - N, 10/1/2015]

1.21.2.666 NOTARY:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to licenses for notaries.
C. **Retention:** permanent, transfer to archives five years from date file closed
[1.21.2.666 NMAC - N, 10/1/2015]

1.21.2.667 PROFESSIONAL LICENSES:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to professional licenses not identified as historical.
C. **Retention:** destroy 10 years from date individual is no longer licensed
[1.21.2.667 NMAC - N, 10/1/2015]

1.21.2.668 PROFESSIONAL LICENSES - HISTORICAL:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to professional licenses including, but not limited to, attorney, architect, certified public accountants, body art and piercing, nutritionist, dietician, optometrist, osteopathic, pharmacist, podiatry, polygraph examiner, private investigator, psychologist, otolaryngologist, funeral service practitioner, physician, physician's assistant, nursing, medication aid and hemodialysis, well driller, midwife, radioactive material licensee and educator lifetime licensure.
C. **Retention:** permanent, transfer to archives 10 years from date file closed
[1.21.2.668 NMAC - N, 10/1/2015]

1.21.2.669 SECURITIES:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to licensing securities.
C. **Retention:** destroy five years from date file closed
[1.21.2.669 NMAC - N, 10/1/2015]

1.21.2.670 SPORTSMEN'S LICENSURE:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to licenses and permitting for hunting, angling and trapping.
C. **Retention:** destroy five years from date file closed
[1.21.2.670 NMAC - N, 10/1/2015]

1.21.2.671 SPORTSMEN'S LICENSURE - LIFETIME:
A. **Category:** Legal and judiciary - licensing and registration
B. **Description:** Records related to lifetime licenses and permitting for hunting, angling and trapping.
C. **Retention:** destroy 100 years from date of birth of licensee

[1.21.2.671 NMAC - N, 10/1/2015]

1.21.2.672 TESTS AND EXAMINATIONS:

A. **Category:** Legal and judiciary - licensing and registration

B. **Description:** Tests and examinations for licenses and certifications.

C. **Retention:** destroy two years from date file closed

[1.21.2.672 NMAC - N, 10/1/2015]

1.21.2.673 - 1.21.2.675 [RESERVED]

1.21.2.676 APPRAISALS - VALUATIONS:

A. **Category:** Legal and judiciary - real property

B. **Description:** Records related to appraisals for valuation, does not include tax valuations.

C. **Retention:** destroy five years from date file closed

[1.21.2.676 NMAC - N, 10/1/2015]

1.21.2.677 LAND AND EASEMENTS:

A. **Category:** Legal and judiciary - real property

B. **Description:** Records related to property rights, exchanges, sale or acquisition of land including, but not limited to, easements.

C. **Retention:** permanent, transfer to archives five years from date file closed

[1.21.2.677 NMAC - N, 10/1/2015]

1.21.2.678 RIGHT OF WAY:

A. **Category:** Legal and judiciary - real property

B. **Description:** Records related to property rights of way.

C. **Retention:** permanent, transfer to archives five years from date file closed

[1.21.2.678 NMAC - N, 10/1/2015]

1.21.2.679 WATER RIGHTS:

A. **Category:** Legal and judiciary - real property

B. **Description:** Records related to water rights and permits.

C. **Retention:** permanent, transfer to archives five years from date file closed

[1.21.2.679 NMAC - N, 10/1/2015]

1.21.2.680 - 1.21.2.699 [RESERVED]

1.21.2.700 FOOD AND DRUG INFORMATION:

A. **Category:** Natural resource management - agriculture

B. **Description:** Records related to food and drug information.

C. **Retention:** destroy five years from date file closed

[1.21.2.700 NMAC - N, 10/1/2015]

1.21.2.701 SURVEYS AND INSPECTIONS:

A. **Category:** Natural resource management - agriculture

B. **Description:** Records related to agricultural surveys and inspections.

C. **Retention:** destroy five years from date file closed

[1.21.2.701 NMAC - N, 10/1/2015]

1.21.2.702 WEIGHTS AND MEASURES:

A. **Category:** Natural resource management - agriculture

B. **Description:** Records related to weights and measures.

C. **Retention:** destroy one year from date file closed

[1.21.2.702 NMAC - N, 10/1/2015]

1.21.2.703 - 1.21.2.705 [RESERVED]

1.21.2.706 DISEASE MANAGEMENT - ANIMAL AND LIVESTOCK:

A. **Category:** Natural resource management - animal and livestock

B. **Description:** Records related to the management and prevention of animal disease.

C. **Retention:** destroy 10 years from date file closed

[1.21.2.706 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.707 INSPECTIONS:

A. **Category:** Natural resource management - animal and livestock

B. **Description:** Records related to animal and livestock inspections.

C. **Retention:** destroy five years from date file closed

[1.21.2.707 NMAC - N, 10/1/2015]

1.21.2.708 VETERINARIAN CLIENT/PATIENT FILES:

A. **Category:** Natural resource management - animal and livestock.

B. **Description:** Veterinarian client/patient records.

C. **Retention:** destroy four years from date file closed.

[1.21.2.708 NMAC - N, 7/1/2020]

1.21.2.709 - 1.21.2.710 [RESERVED]

1.21.2.711 CONSERVATION PLANS:

A. **Category:** Natural resource management - land and water

B. **Description:** Conservation plans and related records.

C. **Retention:** permanent, transfer to archives five years from date file closed

[1.21.2.711 NMAC - N, 10/1/2015]

1.21.2.712 FOREST MANAGEMENT:

A. **Category:** Natural resource management - land and water

B. **Description:** Records related to the management of forests.

C. **Retention:** destroy five years from date file closed

[1.21.2.712 NMAC - N, 10/1/2015]

1.21.2.713 LAND MANAGEMENT:

A. **Category:** Natural resource management - land and water

B. **Description:** Records related to management of state trust land.

C. **Retention:** permanent, transfer to archives five years from date file closed

[1.21.2.713 NMAC - N, 10/1/2015]

1.21.2.714 [RESERVED]

1.21.2.715 NATURAL RESOURCES:

A. **Category:** Natural resource management - land and water

B. **Description:** Records related to the management of natural resources not identified in other classifications.

C. **Retention:** permanent, transfer to archives five years from date file closed

[1.21.2.715 NMAC - N, 10/1/2015]

1.21.2.716 WATER MANAGEMENT AND PLANNING:

A. **Category:** Natural resource management - land and water

B. **Description:** Records related to management of water including, but not limited to, planning.

C. **Retention:** permanent, transfer to archives five years from date file closed

[1.21.2.716 NMAC - N, 10/1/2015]

1.21.2.717 - 1.21.2.720 [RESERVED]

1.21.2.721 FACILITIES:

A. Category: Natural resource management - recreation

B. Description: Records related to the management of government parks, trails and facilities.

C. Retention: permanent, transfer to archives 10 years from date file closed

[1.21.2.721 NMAC - N, 10/1/2015]

1.21.2.722 RECREATIONAL ACCESS:

A. Category: Natural resource management - recreation

B. Description: Records related to recreational access to government property and facilities.

C. Retention: destroy two years from date file closed

[1.21.2.722 NMAC - N, 10/1/2015]

1.21.2.723 - 1.21.2.725 [RESERVED]

1.21.2.726 FISH MANAGEMENT:

A. Category: Natural resource management - wildlife

B. Description: Records related to the management of fish and aquatic animals.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.726 NMAC - N, 10/1/2015]

1.21.2.727 GAME MANAGEMENT:

A. Category: Natural resource management - wildlife

B. Description: Records related to the management of protected species including, but not limited to, hunter survey, tagging and harvest information; and not identified in other classifications.

C. Retention: destroy five years from date file closed

[1.21.2.727 NMAC - N, 10/1/2015]

1.21.2.728 GAME MANAGEMENT - HISTORICAL:

A. Category: Natural resource management - wildlife

B. Description: Records related to the management of protected species including, but not limited to, bighorn sheep, species transplant, importation, protected mammal and wildlife surveys.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.728 NMAC - N, 10/1/2015]

1.21.2.729 - 1.21.2.800 [RESERVED]

1.21.2.801 CASE FILES - CHILD AND YOUTH SERVICES:

A. Category: Public health and social services - child and youth

B. Description: Child and social service case files including abuse or neglect cases not resulting in transfer of custody to the state.

C. Retention: destroy 19 years from date of birth

[1.21.2.801 NMAC - N, 10/1/2015]

1.21.2.802 CASE FILES - FOSTER CARE:

A. Category: Public health and social services - child and youth

B. Description: Records related to abuse or neglect cases resulting in transfer of custody to the state.

C. Retention: permanent, transfer to archives 25 years from date file closed

[1.21.2.802 NMAC - N, 10/1/2015]

1.21.2.803 CHILD SUPPORT SERVICES:

A. Category: Public health and social services - child and youth

B. Description: Records related to child support services.

C. Retention: destroy three years from date file closed

[1.21.2.803 NMAC - N, 10/1/2015]

1.21.2.804 FOSTER HOMES:

A. Category: Public health and social services - child and youth

B. Description: Records related to foster care homes.

C. Retention: permanent, transfer to archives 10 years from date file closed

[1.21.2.804 NMAC - N, 10/1/2015]

1.21.2.805 JUVENILE RECORDS:

A. Category: Public health and social services - child and youth

B. Description: Case files of at-risk or delinquent youth.

C. Retention: destroy 22 years from date of birth

[1.21.2.805 NMAC - N, 10/1/2015]

1.21.2.806 - 1.21.2.810 [RESERVED]

1.21.2.811 ASSISTANCE - EMPLOYMENT:

A. Category: Public health and social services - family and aging

B. Description: Records related to employment assistance.

C. Retention: destroy five years from date file closed

[1.21.2.811 NMAC - N, 10/1/2015]

1.21.2.812 ASSISTANCE - EMPLOYMENT (REFUGEE):

A. Category: Public health and social services - family and aging

B. Description: Records related to employment assistance for refugees.

C. Retention: permanent, transfer to archives 10 years from date file closed

[1.21.2.812 NMAC - N, 10/1/2015]

1.21.2.813 ASSISTANCE - FINANCIAL:

A. Category: Public health and social services - family and aging

B. Description: Records related to financial assistance.

C. Retention: destroy five years from date file closed

[1.21.2.813 NMAC - N, 10/1/2015]

1.21.2.814 ASSISTANCE - MEDICAL:

A. Category: Public health and social services - family and aging

B. Description: Records related to medical assistance.

C. Retention: destroy six years from date audit report released

[1.21.2.814 NMAC - N, 10/1/2015]

1.21.2.815 ASSISTANCE - NUTRITION:

A. Category: Public health and social services - family and aging

B. Description: Records related to nutrition assistance including, but not limited to, case files, participation and authorizations.

C. Retention: destroy three years after date file closed

[1.21.2.815 NMAC - N, 10/1/2015]

1.21.2.816 CASE FILES - FAMILY AND AGING:

A. Category: Public health and social services - family and aging

B. Description: Family and aging services case files.

C. **Retention:** destroy six years from date file closed
[1.21.2.816 NMAC - N, 10/1/2015]

1.21.2.817 - 1.21.2.820 [RESERVED]

1.21.2.821 HAZARDOUS WASTE:
A. **Category:** Public health and social services - hazardous material management
B. **Description:** Records related to hazardous waste, materials and biohazards, including agency programs and response.
C. **Retention:** destroy 30 years from date file closed
[1.21.2.821 NMAC - N, 10/1/2015]

1.21.2.822 RADIOACTIVE MATERIAL:
A. **Category:** Public health and social services - hazardous material management
B. **Description:** Records related to the receipt, maintenance and disposal of radioactive material.
C. **Retention:** permanent, transfer to archives five years from date file closed
[1.21.2.822 NMAC - N, 10/1/2015]

1.21.2.823 MATERIAL SAFETY DATA SHEETS:
A. **Category:** Public health and social services - hazardous material management
B. **Description:** Records related to identifying hazardous materials and chemicals including, but not limited to, use and analyses.
C. **Retention:** destroy 30 years from date file closed
[1.21.2.823 NMAC - N, 10/1/2015]

1.21.2.824 - 1.21.2.825 [RESERVED]

1.21.2.826 ANALYSIS - X-RAY AND CHEMICAL:
A. **Category:** Public health and social services - hospital and medical
B. **Description:** Records related to the analysis of x-rays and chemicals.
C. **Retention:** destroy 12 years from date file closed
[1.21.2.826 NMAC - N, 10/1/2015]

1.21.2.827 DISEASE MANAGEMENT - HOSPITAL AND MEDICAL:
A. **Category:** Public health and social services - hospital and medical
B. **Description:** Records related to diseases including CDC reportable diseases.
C. **Retention:** destroy 80 years from date file closed
[1.21.2.827 NMAC - N, 10/1/2015; A, 03/15/2016]

1.21.2.828 DRUGS AND CONTROLLED SUBSTANCES:
A. **Category:** Public health and social services - hospital and medical
B. **Description:** Records related to drugs and controlled substances including, but not limited to, inventories and prescriptions.
C. **Retention:** destroy three years from date file closed
[1.21.2.828 NMAC - N, 10/1/2015]

1.21.2.829 INCIDENTS:
A. **Category:** Public health and social services - hospital and medical
B. **Description:** Records related to incidents including minor injury reports.
C. **Retention:** destroy three years from date file closed
[1.21.2.829 NMAC - N, 10/1/2015]

1.21.2.830 PATIENT MANAGEMENT:

A. **Category:** Public health and social services - hospital and medical
B. **Description:** Records related to management of patients including, but not limited to, accounts and client files.
C. **Retention:** destroy five years from date file closed
[1.21.2.830 NMAC - N, 10/1/2015]

1.21.2.831 PATIENT RECORDS - ADULT:
A. **Category:** Public health and social services - hospital and medical
B. **Description:** Adult patient records.
C. **Retention:** destroy 10 years from date file closed
[1.21.2.831 NMAC - N, 10/1/2015]

1.21.2.832 PATIENT RECORDS - MINOR (≥9 YEARS OF AGE):
A. **Category:** Public health and social services - hospital and medical
B. **Description:** Patient records for minors nine years of age or over at date of last discharge.
C. **Retention:** destroy 10 years from date of last discharge
[1.21.2.832 NMAC - N, 10/1/2015]

1.21.2.833 PATIENT RECORDS - MINOR (≤8 YEARS OF AGE):
A. **Category:** Public health and social services - hospital and medical
B. **Description:** Patient records for minors eight years of age or under at date of last discharge.
C. **Retention:** destroy 19 years from date of birth
[1.21.2.833 NMAC - N, 10/1/2015]

1.21.2.834 PROGRAMS - HOSPITAL AND MEDICAL:
A. **Category:** Public health and social services - hospital and medical
B. **Description:** Records related to clinical and health programs.
C. **Retention:** destroy five years from date file closed
[1.21.2.834 NMAC - N, 10/1/2015]

1.21.2.835 - 1.21.2.840 [RESERVED]

1.21.2.841 CALIBRATION:
A. **Category:** Public health and social services - laboratory management
B. **Description:** Calibration logs and files.
C. **Retention:** destroy 10 years from date file closed
[1.21.2.841 NMAC - N, 10/1/2015]

1.21.2.842 CASE FILES - LABORATORY:
A. **Category:** Public health and social services - laboratory management
B. **Description:** Records related to laboratory analysis.
C. **Retention:** destroy 10 years from date file closed
[1.21.2.842 NMAC - N, 10/1/2015]

1.21.2.843 REPORTS - LABORATORY:
A. **Category:** Public health and social services - laboratory management
B. **Description:** Laboratory samples and reports.
C. **Retention:** destroy four years from date file created
[1.21.2.843 NMAC - N, 10/1/2015]

1.21.2.844 FORENSIC AND TOXICOLOGY ANALYSIS:
A. **Category:** Public health and social services - laboratory management
B. **Description:** Records related to forensic or toxicology analysis.
C. **Retention:** destroy 10 years from date of final disposition of corresponding case

[1.21.2.844 NMAC - N, 10/1/2015, A, 6/11/2019]

1.21.2.845 FORENSIC ANALYSIS - MEDICAL INVESTIGATOR:

A. Category: Public health and social services - laboratory management

B. Description: Records related to forensic analysis conducted by the medical investigator.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.845 NMAC - N, 10/1/2015]

1.21.2.846 - 1.21.2.850 [RESERVED]

1.21.2.851 BIRTHS AND DEATHS:

A. Category: Public health and social services - vital records

B. Description: Records related to births and deaths.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.851 NMAC - N, 10/1/2015]

1.21.2.852 - 1.21.2.900 [RESERVED]

1.21.2.901 COMPLAINTS AND INVESTIGATIONS:

A. Category: Public safety services - correctional institutions

B. Description: Records related to investigations including, but not limited to, shakedown, site or staff and search logs.

C. Retention: destroy five years from date file closed

[1.21.2.901 NMAC - N, 10/1/2015]

1.21.2.902 INMATE FILES - JAIL:

A. Category: Public safety services - correctional institutions

B. Description: Jail inmate files.

C. Retention: destroy five years from date file closed

[1.21.2.902 NMAC - N, 10/1/2015]

1.21.2.903 INMATE FILES - JUVENILE:

A. Category: Public safety services - correctional institutions

B. Description: Juvenile inmate files.

C. Retention: destroy 22 years from date of birth

[1.21.2.903 NMAC - N, 10/1/2015]

1.21.2.904 INMATE FILES - PENITENTIARY:

A. Category: Public safety services - correctional institutions

B. Description: Penitentiary inmate files.

C. Retention: permanent, transfer to archives 50 years from date file closed

[1.21.2.904 NMAC - N, 10/1/2015]

1.21.2.905 INMATE MAIL:

A. Category: Public safety services - correctional institutions

B. Description: Records related to offenders mail including, but not limited to, unidentified foreign objects.

C. Retention: destroy five years from close of calendar year in which file closed

[1.21.2.905 NMAC - N, 10/1/2015]

1.21.2.906 PAROLE AND PROBATION FILES:

A. Category: Public safety services - correctional institutions

B. Description: Parole and probation files.

C. Retention: permanent, transfer to archives 50 years from date probation or parole completed

[1.21.2.906 NMAC - N, 10/1/2015]

1.21.2.907 PROGRAMS - CORRECTIONAL INSTITUTION:

A. **Category:** Public safety services - correctional institutions

B. **Description:** Records related to inmate programs including, but not limited to, medical and recreational.

C. **Retention:** destroy three years from date file closed

[1.21.2.907 NMAC - N, 10/1/2015]

1.21.2.908 SAFETY RECORDS:

A. **Category:** Public safety services - correctional institutions

B. **Description:** Safety records.

C. **Retention:** destroy five years from the close of the calendar year in which file created

[1.21.2.908 NMAC - N, 10/1/2015]

1.21.2.909 SECURITY AND ACCESS:

A. **Category:** Public safety services - correctional institutions

B. **Description:** Records related to security and access.

C. **Retention:** destroy five years from date file closed

[1.21.2.909 NMAC - N, 10/1/2015]

1.21.2.910 SURVEILLANCE – CORRECTIONAL INSTITUTIONS:

A. **Category:** Public safety services - correctional institutions

B. **Description:** Records related to surveillance including, but not limited to, radio, telephone and cameras.

C. **Retention:** destroy two years from date file closed

[1.21.2.910 NMAC - N, 10/1/2015; A, 06/30/2016]

1.21.2.911 UNIT FILES:

A. **Category:** Public safety services - correctional institutions

B. **Description:** Records related to unit files.

C. **Retention:** destroy three years from date file closed

[1.21.2.911 NMAC - N, 10/1/2015]

1.21.2.912 - 1.21.2.915 [RESERVED]

1.21.2.916 DISASTER FILES:

A. **Category:** Public safety services - emergency and disaster management

B. **Description:** Records related to management and history of disasters.

C. **Retention:** permanent, transfer to archives five years from date file closed

[1.21.2.916 NMAC - N, 10/1/2015]

1.21.2.917 EMERGENCY AND FIRE DRILLS:

A. **Category:** Public safety services - emergency and disaster management

B. **Description:** Records related to emergency and fire drills.

C. **Retention:** destroy one year from date file closed

[1.21.2.917 NMAC - N, 10/1/2015]

1.21.2.918 RESPONSE:

A. **Category:** Public safety services - emergency and disaster management

B. **Description:** Records related to responses to a disaster or emergency situation including, but not limited to, communications with responding agencies, details of the activation and all documentation or issues relating to or arising from the disaster.

C. **Retention:** destroy five years from date file closed

[1.21.2.918 NMAC - N, 10/1/2015]

1.21.2.919 RESPONSE - NATIONAL GUARD:

A. Category: Public safety services - emergency and disaster management

B. Description: Records related to New Mexico national guard responses to a disaster or emergency situation including, but not limited to, communications with responding agencies, details of the activation and all documentation or issues relating to or arising from the disaster.

C. Retention: permanent, transfer to archives five years from date file closed

[1.21.2.919 NMAC - N, 10/1/2015]

1.21.2.920 - 1.21.2.925 [RESERVED]

1.21.2.926 ACCIDENTS AND INCIDENTS:

A. Category: Public safety services - law enforcement

B. Description: Records related to accident reports and incidents.

C. Retention: destroy 10 years from date file closed

[1.21.2.926 NMAC - N, 10/1/2015]

1.21.2.927 ACCIDENTS AND INCIDENTS - FATALITY:

A. Category: Public safety services - law enforcement

B. Description: Records related to accident reports and incidents involving fatalities.

C. Retention: destroy 25 years from date file closed

[1.21.2.927 NMAC - N, 10/1/2015]

1.21.2.928 [RESERVED]

1.21.2.929 CASE FILES - LAW ENFORCEMENT:

A. Category: Public safety services - law enforcement

B. Description: Law enforcement case files.

C. Retention: destroy 10 years from date file closed

[1.21.2.929 NMAC - N, 10/1/2015]

1.21.2.930 CITATION MANAGEMENT:

A. Category: Public safety services - law enforcement

B. Description: Records related to the management of citations, including, but not limited to, parking, traffic or game and fish violations; does not include DUI citations.

C. Retention: destroy three years from date file closed

[1.21.2.930 NMAC - N, 10/1/2015]

1.21.2.931 CITATION MANAGEMENT - DUI:

A. Category: Public safety services - law enforcement

B. Description: Records related to the management of DUI citations.

C. Retention: destroy 55 years from date file closed

[1.21.2.931 NMAC - N, 10/1/2015]

1.21.2.932 CRIME REPORTING:

A. Category: Public safety services - law enforcement

B. Description: Records related to the central repository for the reporting of crime.

C. Retention: destroy 99 years from date file created

[1.21.2.932 NMAC - N, 10/1/2015]

1.21.2.933 EVIDENCE:

A. Category: Public safety services - law enforcement

B. Description: Records relating to the tracking and disposition of evidence.

C. **Retention:** destroy three years from the close of the fiscal year in which file closed
[1.21.2.933 NMAC - N, 10/1/2015]

1.21.2.934 FINGERPRINT IDENTIFICATION - CRIMINAL:
A. **Category:** Public safety services - law enforcement
B. **Description:** Records related to criminal fingerprint identification.
C. **Retention:** destroy 99 years from date file created
[1.21.2.934 NMAC - N, 10/1/2015]

1.21.2.935 FINGERPRINT IDENTIFICATION - NON-CRIMINAL:
A. **Category:** Public safety services - law enforcement
B. **Description:** Records related to non-criminal fingerprint identification.
C. **Retention:** destroy upon completion of report
[1.21.2.935 NMAC - N, 10/1/2015]

1.21.2.936 SEX OFFENDER REGISTRATION:
A. **Category:** Public safety services - law enforcement
B. **Description:** Records related to sex offender registration.
C. **Retention:** destroy 99 years from date file created
[1.21.2.936 NMAC - N, 10/1/2015]

1.21.2.937 VICTIM NOTIFICATION:
A. **Category:** Public safety services - law enforcement
B. **Description:** Records related to victim notification program files.
C. **Retention:** destroy one year from date file created
[1.21.2.937 NMAC - N, 10/1/2015]

1.21.2.938 SURVEILLANCE - LAW ENFORCEMENT:
A. **Category:** Public safety services - law enforcement
B. **Description:** Records related to surveillance not identified in other classifications.
C. **Retention:** destroy two years from date file closed
[1.21.2.938 NMAC - N, 06/30/2016]

1.21.2.939 - 1.21.2.940 [RESERVED]

1.21.2.941 FIRE FIGHTERS:
A. **Category:** Public safety services - training management
B. **Description:** Records related to training for fire fighters including, but not limited to, certifications.
C. **Retention:** destroy 10 years from date individual is no longer certified
[1.21.2.941 NMAC - N, 10/1/2015]

1.21.2.942 FORESTRY:
A. **Category:** Public safety services - training management
B. **Description:** Records related to training for forestry.
C. **Retention:** destroy 10 years from date individual is no longer certified
[1.21.2.942 NMAC - N, 10/1/2015]

1.21.2.943 LAW ENFORCEMENT:
A. **Category:** Public safety services - training management
B. **Description:** Records related to training for law enforcement.
C. **Retention:** destroy 10 years from date individual is no longer certified
[1.21.2.943 NMAC - N, 10/1/2015]

HISTORY OF 1.21.2 NMAC: [RESERVED]

25-111

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		**Adopted:**	April 7, 2025
Drafter:	Mercedes Tomayko	**Department:**	City Manager's Office
Program:	FLEET SERVICES	**Line of Business:**	FLEET SERVICES

Title: **A RESOLUTION AUTHORIZING AN UPDATE TO THE VEHICLE ACQUISITION PROGRAM.**

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

PURPOSE(S) OF ACTION:
Approve additions to the Vehicle Acquisition program.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
Fleet Services has received two procurement requests that are not part of the fiscal year 2025 Vehicle Acquisition list that was approved by City Council. Both requests have funds available for purchasing.

To comply with city requirements for the procurement of rolling stock, City Council approval of the updated Vehicle Acquisition list is required for the purchase of the additional rolling stock requested through this Resolution.

Housing and Neighborhood Services has requested a replacement vehicle be ordered for the Mano y Mano program. Vehicle number 30919 a 2006 Ford E350 has been decommissioned due to excessive service issues causing disruptions to Mano y Mano's services. Housing and Neighborhood Services will replace the vehicle with funding currently budgeted for Mano y Mano.

The Fire Department has requested the purchase of a new enclosed trailer to store and transport fitness equipment needed for the Fire Academy and the Strength and Conditioning program. The Fire Department has available funds in their current budget to cover the purchase of the trailer.

SUPPORT INFORMATION:
Exhibit "A" FY2025 Vehicle Aquisition list

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: 70,425 **AVAILABLE AMOUNT:** 70,425 **EXPENDITURE AMOUNT:** 70,425

Funding Source(s):
Telshor Facility Fund (2705) 20430051-807000-11592-$61,825
Fire Fund (2300) 20133002-807000-$8,600

Overall Budget Impact:
Funding was approved in the FY2025 budget. The purchase will reduce service expense and improve operations.

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 accepting the additional rolling stock requests into the Vehicle Acquisition program.
2. Vote "No"; this will not approve the resolution accepting the additional rolling stock requests into the Vehicle Acquisition program: may cause disruption to services
3. Vote to "Amend"; this will direct staff to modify the proposed resolution.
4. Vote to "Table"; this will delay the Resolution and may impact the operations of the requesting departments.

RESOLUTION 25-111

A RESOLUTION AUTHORIZING AN UPDATE TO THE VEHICLE ACQUISITION PROGRAM.

The City Council is informed that:

WHEREAS, Fleet Services has received additional requests for rolling stock purchases for fiscal year 2025; and

WHEREAS, these requests are not part of fiscal year 2025 Vehicle Acquisition list approved by City Council; and

WHEREAS, to comply with city requirements for the procurement of rolling stock, City Council approval of the updated Vehicle Acquisition list is required for the purchase of the additional rolling stock requested through this Resolution; and

WHEREAS, Housing and Neighborhood Services has requested a replacement vehicle be ordered for the Mano y Mano program. Vehicle number 30919 a 2006 Ford E350 has been decommissioned due to excessive service issues causing disruptions to Mano y Mano's services. Housing and Neighborhood Services will replace the vehicle with funding currently budgeted for Mano y Mano; and

WHEREAS, the Fire Department has requested the purchase of a new enclosed trailer to store and transport fitness equipment needed for the Fire Academy and the Strength and Conditioning program. The Fire Department has available funds in their current budget to cover the purchase of the trailer.

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

(I)

THAT the FY2025 Vehicle Acquisition list as indicated in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

FY 2025 VRA Program Funding

Department/Line of Business	Inventory Number	Existing Model	Replacement Model	Estimated Replacement Cost	Funding By Source: VAF Program Fund	Funding By Source: Utilities Funding	Funding By Source: Other Sources (Grant, Lease, Debt)
300-CITY MANAGER							
0430-HOUSING NEIGHBOR HOOD SERVICES	New	New	Ford F-150	$50,000	$0	$0	$50,000
0430-HOUSING NEIGHBOR HOOD SERVICES	30919	Ford E350	Ford E350	$62,000	$0	$0	$62,000
			Total 300-CITY MANAGER	**$112,000**	**$0**	**$0**	**$112,000**
320-POLICE							
0232-PUBLIC SAFETY	22340	PONTIAC SUNFIRE	FORD F 150 crew cab	$76,911	$76,911	$0	$0
0232-PUBLIC SAFETY	22416	FORD VAN TRITON	FORD Transport Van T-350	$89,667	$89,667	$0	$0
0232-PUBLIC SAFETY	25079	FORD F150	FORD INTERCEPTOR	$78,586	$78,586	$0	$0
0232-PUBLIC SAFETY	27598	CHEVROLET IMPALA	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	30907	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31810	CHEVROLET AVALANCHE	FORD F 150 crew cab	$76,911	$76,911	$0	$0
0232-PUBLIC SAFETY	31853	DODGE CHARGER	FORD INTERCEPTOR	$78,586	$78,586	$0	$0
0232-PUBLIC SAFETY	31854	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31856	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31860	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31863	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31865	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31866	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31873	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000

0232-PUBLIC SAFETY	31891	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31892	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31894	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31895	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0432-COMMUNITY OUTREACH	New	New	FORD MAVERICK Hybrid	$36,000	$0	$0	$36,000
0432-COMMUNITY OUTREACH	New	New	FORD MAVERICK Hybrid	$36,000	$0	$0	$36,000
0432-COMMUNITY OUTREACH	New	New	FORD Maverick Hybrid	$34,335	$34,335	$0	$0
0432-COMMUNITY OUTREACH	New	New	FORD MAVERICK Hybrid	$36,000	$0	$0	$36,000
			Total 320-POLICE	**$1,673,996**	**$434,996**	**$0**	**$1,239,000**
330-FIRE & EMERGENCY							
0133-ADMINISTRATIVE-FD	New	New	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
0133-ADMINISTRATIVE-FD	New	New	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
0133-ADMINISTRATIVE-FD	New	New	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
0133-ADMINISTRATIVE-FD	New	New	Ford Transit Van	$48,000	$0	$0	$48,000
0133-ADMINISTRATIVE-FD	New	New	Pierce or other TBD	$997,045	$0	$0	$997,045
0133-ADMINISTRATIVE-FD	New	New	TBD Type I ambulance	$417,910	$0	$0	$417,910
0133-ADMINISTRATIVE-FD	New	New	Various Enclosed Trailer	$8,600	$0	$0	$8,600
0133-ADMINISTRATIVE-FD	31550	Pierce Impel	Pierce Arrow XT or other	$997,045	$0	$0	$997,045
0133-ADMINISTRATIVE-FD	31836	Ford Taurus	Ford Hybrid/ elec	$36,000	$36,000	$0	$0
0133-ADMINISTRATIVE-FD	31858	Dodge Charger	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
0133-ADMINISTRATIVE-FD	32223	Ford Taurus	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
		Total 330-FIRE & EMERGENCY SERVICES		**$2,652,600**	**$36,000**	**$0**	**$2,616,600**
340-UTILITIES							

0134-OFFICE OF THE DIRECTOR-UT	32057	Ford F150	Ford F150	$68,000	$0	$68,000	$0
0134-OFFICE OF THE DIRECTOR-UT	32417	Ford F150	Ford F150	$68,000	$0	$68,000	$0
0134-OFFICE OF THE DIRECTOR-UT	33104	Ford F250	Ford F150 ext cab 4x4	$68,000	$0	$68,000	$0
0334-WATER OPERATION & MAINTENANCE	New	New	big tex SA 08BK TRAILER	$26,300	$0	$26,300	$0
0334-WATER OPERATION & MAINTENANCE	New	New	JOHN DEERE GATOR GATOR	$25,000	$0	$25,000	$0
0334-WATER OPERATION & MAINTENANCE	32347	Ford F250	Ford F250	$77,000	$0	$77,000	$0
0534-SOLID WASTE COLLECTIONS	31876	Ford F550	Ford F550	$90,000	$0	$90,000	$0
0534-SOLID WASTE COLLECTIONS	32307	Peterbult 320 McNelius	Peterbult 320 McNelius	$445,000	$0	$445,000	$0
0534-SOLID WASTE COLLECTIONS	32314	Peterbult 320 McNelius	Peterbult 320 McNelius	$445,000	$0	$445,000	$0
0534-SOLID WASTE COLLECTIONS	32775	Peterbult 320 McNelius	Peterbult 320 McNelius	$380,000	$0	$380,000	$0
0834-BUSINESS SERVICES	New	New	Polaris 500 ranger	$13,000	$0	$13,000	$0
			Total 340-UTILITIES	**$1,705,300**	**$0**	**$1,705,300**	**$0**
400-ASSISTANT CITY							
0140-OFFICE OF THE ACM-IT	02670	Tymco 435 Sweeper	Tymco 435 Sweeper	$120,000	$0	$0	$120,000
0740-ROADRUNNER TRANSIT	31581	FORD GLAVAL E350	STARCRAFT ALLSTAR	$127,883	$0	$0	$127,883
0740-ROADRUNNER TRANSIT	31834	FORD GLAVAL E350	STARCRAFT ALLSTAR	$127,883	$0	$0	$127,883
			Total 400-ASSISTANT CITY MANAGER'S OFF	**$375,766**	**$0**	**$0**	**$375,766**

450-PARKS & RECREATION

0145-OFFICE OF THE DIRECTOR-PR	New	New	Ford Maverick	$35,000	$0	$0	$35,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F150	$50,000	$0	$0	$50,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-150	$50,000	$0	$0	$50,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-150	$45,000	$0	$0	$45,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	ford f250	$70,000	$0	$0	$70,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	ford f250	$70,000	$0	$0	$70,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-250	$70,000	$0	$0	$70,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	ford f250 4x4	$60,000	$0	$0	$60,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-150 F-150	$50,000	$0	$0	$50,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-150 F-150	$50,000	$0	$0	$50,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	JLG T350 T350 - Aerial Lift	$35,000	$0	$0	$35,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Toro Groundmaster 5900	$75,000	$0	$0	$75,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	30925	Ford F-250	Ford F-250	$65,000	$65,000	$0	$0

	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	30995	isuzu npr tymco mini sweeper	isuzu npr tymco mini sweeper	$100,000	$0	$0	$100,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	31367	ford f-250	ford f-250	$62,000	$62,000	$0	$0
	0545-OUT OF SCHOOL TIME & YOUTH DIV	30819	Ford Taurus	Hyundai Kona EV	$35,000	$35,000	$0	$0
			Total 450-PARKS & RECREATION		**$922,000**	**$162,000**	**$0**	**$760,000**
460-COMMUNITY								
	0146-OFFICE OF THE DIRECTOR-CD	New	New	ford focus	$36,000	$0	$0	$36,000
	0346-LAS CRUCES DEVELOPMENT CENTER	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
	0346-LAS CRUCES DEVELOPMENT CENTER	30729	Ford F-150	Ford Maverick Hybrid	$36,000	$36,000	$0	$0
			Total 460-COMMUNITY DEVELOPMENT		**$108,000**	**$36,000**	**$0**	**$72,000**
500-ASSISTANT CITY								
	0150-OFFICE OF THE ACM-SD	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
	0150-OFFICE OF THE ACM-SD	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
	0150-OFFICE OF THE ACM-SD	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
	0150-OFFICE OF THE ACM-SD	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
			Total 500-ASSISTANT CITY MANAGER'S OFFIC		**$144,000**	**$0**	**$0**	**$144,000**
540-QUALITY OF LIFE								
	0354-SENIOR PROGRAMS	New	New	Ford F150 Hot/cold body	$88,591	$0	$0	$88,591
	0354-SENIOR PROGRAMS	New	New	Ford F150 Hot/cold body	$88,591	$0	$0	$88,591
	0354-SENIOR PROGRAMS	New	New	Ford F150 Hot/cold body	$88,591	$0	$0	$88,591

	0354-SENIOR PROGRAMS	New	New	Ford Maverick Hybrid	$44,227	$0	$0	$44,227
	0354-SENIOR PROGRAMS	31745	Ford Ranger	Ford F150 Hot/cold body	$88,591	$88,591	$0	$0
	0354-SENIOR PROGRAMS	31746	Ford Ranger	Ford F150 Hot/cold body	$88,591	$88,591	$0	$0
				Total 540-QUALITY OF LIFE	**$487,182**	**$177,182**	**$0**	**$310,000**
550-PUBLIC WORKS								
	0255-PUBLIC INFRASTRUCTURE	29269	Ford F150	Ford F150 Lightning EV	$65,000	$65,000	$0	$0
	0255-PUBLIC INFRASTRUCTURE	31353	Ford F150	Ford F150	$45,000	$45,000	$0	$0
	0355-TRAFFIC ENGINEERING	New	New	Centerline Supply Transport Trailer	$25,000	$0	$0	$25,000
	0355-TRAFFIC ENGINEERING	New	New	Ford F-250	$70,000	$0	$0	$70,000
	0455-OPERATIONS AND MAINTENANCE	New	New	Ford F-250	$70,000	$0	$0	$70,000
	0455-OPERATIONS AND MAINTENANCE	New	New	International MV607	$180,000	$0	$0	$180,000
	0455-OPERATIONS AND MAINTENANCE	New	New	International MV607	$185,000	$0	$0	$185,000
	0455-OPERATIONS AND MAINTENANCE	31179	John Deere 310SJ	John Deere 410P	$150,000	$0	$0	$150,000
	0455-OPERATIONS AND MAINTENANCE	32104	ELGIN 4M	ELGIN 4M	$385,000	$0	$0	$385,000
				Total 550-PUBLIC WORKS	**$1,175,000**	**$110,000**	**$0**	**$1,065,000**
630-INFORMATION								
	0363-IT INFRASTRUCTURE SUPPORT	30740	FORD F150	FORD F150	$36,000	$36,000	$0	$0
	0363-IT INFRASTRUCTURE SUPPORT	32878	FORD FLEX	FORD TRANSIT VAN XL	$55,000	$0	$0	$55,000

Total 630-INFORMATION TECHNOLOGY	**$91,000**	**$36,000**	**$0**	**$55,000**
Total VRA By Funding Source	**$9,446,844**	**$992,178**	**$1,705,300**	**$6,749,366**

25-112

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A**		
1st Reading:		**Adopted:**	April 7, 2025
Drafter:	Adam Ochoa	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title:	**A RESOLUTION APPROVING THE REQUEST FOR A RESTAURANT A – BEER AND WINE ONLY LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY TO CORAZON DE ORO, LLC., D/B/A CORAZON DE ORO, LOCATED AT 1300 EL PASEO ROAD, SUITE 302, LAS CRUCES, NM. 88001.**

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

PURPOSE(S) OF ACTION:

Approval of a Restaurant A – Beer and Wine Only Liquor License with On Premises Consumption Only.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Pursuant to New Mexico Statutes, an application for approval of a Restaurant A – Beer and Wine Only Liquor License with On Premises Consumption Only, must be accompanied by a resolution of the City Council approving and consenting to the license after a public hearing.

Corazon de Oro LLC., d/b/a Corazon de Oro, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico ("ABC"). The location for the license is at 1300 El Paseo Road, Suite 302, Las Cruces, NM. 88001. ABC granted preliminary approval on February 7, 2025.

The City Council is required to hold a public hearing within 45 days after the date of receipt of the preliminary approval letter from ABC. A public hearing to review this issue is scheduled during the regular City Council meeting on Monday, April 7, 2025, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. Notice of this public hearing was published in the Las Cruces Sun-News on March 7, 2025, and March 23, 2025.

The Council may approve or disapprove the request for the liquor license. However, Council's disapproval must be based on substantial evidence that the license would adversely affect the health, safety, or welfare of the City of Las Cruces citizens.

The Council may also fail to either approve or disapprove the license. If Council fails to approve or disapprove the license within 30 days after the public hearing, the Director of the Alcoholic Beverage Control Division may give final approval of the license.

SUPPORT INFORMATION:

Exhibit "A" - Alcohol and Gaming's letter and the application.

Attachment "A" - Notice of Intent to Approve published.
Attachment "B" - Traffic Impact Report from the Traffic Engineering Section.
Attachment "C" - Fire and Safety Compliance Report from the Las Cruces Fire Department.
Attachment "D" - Liquor License Impact Zoning Report from Community Development.
Attachment "E" - Criminal Activity Report from the Las Cruces Police Department.
Attachment "F" - Business Registration Report from Community Development Services.

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

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

RESOLUTION 25-112

A RESOLUTION APPROVING THE REQUEST FOR A RESTAURANT A – BEER AND WINE ONLY LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY TO CORAZON DE ORO, LLC., D/B/A CORAZON DE ORO, LOCATED AT 1300 EL PASEO ROAD, SUITE 302, LAS CRUCES, NM. 88001.

The City Council is informed that:

WHEREAS, Corazon de Oro, LLC., D/B/A Corazon de Oro, located at 1300 El Paseo Road, Suite 302, Las Cruces, NM 88001, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico (“ABC") for a Restaurant A – Beer and Wine Only Liquor License with On Premises Consumption Only; and

WHEREAS, ABC granted preliminary approval for a Restaurant A – Beer and Wine Only Liquor License with On Premises Consumption Only by letter dated February 7, 2025; and

WHEREAS, pursuant to law, the application for a Restaurant A – Beer and Wine Only Liquor License with On Premises Consumption Only must be accompanied by a resolution of the Las Cruces City Council approving of and consenting to the license after a public hearing upon reasonable notice of such hearing; and

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

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

(I)

THAT a Restaurant A – Beer and Wine Only Liquor License with On Premises Consumption Only to Corazon de Oro, LLC., d/b/a Corazon de Oro, located at 1300 El Paseo Road, Suite 302, Las Cruces, NM 88001, as evidenced by ABC's letter and the application attached hereto as Exhibit" A", is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED
FEB 12 2025
CITY CLERK'S OFFICE

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

February 7, 2025

Certified Mail No.: 7021 2720 0001 2205 1006

City of Las Cruces
Christine Rivera, CMC
PO Box 20000
Las Cruces, NM 88004

Lic. No. /Appl. No.:	**BLA-0000004437**
Name of Applicant:	Corazon de Oro, LLC
Doing Business As:	Corazon de Oro
Proposed Location:	1300 El Paseo Road, Suite 302, Las Cruces, New Mexico 88001

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

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

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

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

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

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

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

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;
ABC has no preference in the option you choose.

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

THE APPLICANT IS SEEKING RESTAURANT A – BEER AND WINE ONLY LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY

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

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

Respectfully,

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Page 1 (Business Information Page) (*must be signed and returned w/notices of publication*)
2. Page 2 (Premises Information Page)
3. Copy of the Zoning Statement
4. Copy of Floor Plan

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000004437

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Business Information

Business Information

Business Name: CORAZON DE ORO RESTAURANT LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX1814
State Tax ID Number: XX-XXXXX5-00-6
Business Email: corazondeoro.au@gmail.com
Business Phone: 5759156554

Contact Person Information

Contact Person Name: JESSICA QUEZADA
Contact Person Phone: 5759156554
Contact Person Email: corazondeoro.au@gmail.com

Business Mailing Address

Mailing Street: 1300 El Paseo Rd Suite 302
Mailing City: Las Cruces
Mailing State: NM
Mailing Zip Code: 88001
Mailing Country: US

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

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

Signature of City/County Official: _____ Title: _____

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

Signed by Director: _____ Date: _____

NMRLD NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000004437

NMRLD NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

Premises DBA

Premises Doing Business As (DBA):CORAZON DE ORO

Proposed Premises Physical Address

Physical Street: 1300 EL PASEO RD SUITE 302
Physical City: Las Cruces
Physical Zip Code: 88001
Physical State: New Mexico
Physical County: Dona Ana
Local Option District: Dona Ana County
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Operated Pursuant to an Operating Agreement
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Specify Owner(s) of the land and building: GUADERAMA CORP
Specify Date and Terms of Lease/Operating Agreement: 10/01/2024 TO 12/31/2027 3 YEARS @ 4333.33 PER ONTH

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: C-3

Distance from nearest School

Name of School: LAS CRUCES HIGH SCHOOL
School Street: EL PASEO RD
School City: las cruces
School State: New Mexico
School Zip Code: 88001
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: REAL LIFE CHURCH
Church Street: EL ASEO
Church City: las cruces
Church State: New Mexico
Church Zip Code: 88001
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

NMRLD NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000004437

NMRLD NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☐ A license has never been issued to the location of the proposed premises.
☑ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

The previous owners have closed and no longer in business. i do not know what kind of license they had .

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

No records to display.

Questions

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

CITY OF LAS CRUCES

STATEMENT OF ZONING

The property located at 1300 El Paseo Drive Suite 302 and having a Map Code Number or Account ID Number of R0207454, in Las Cruces, New Mexico, is zoned as follows:

C-3C (Commercial High Intensity)

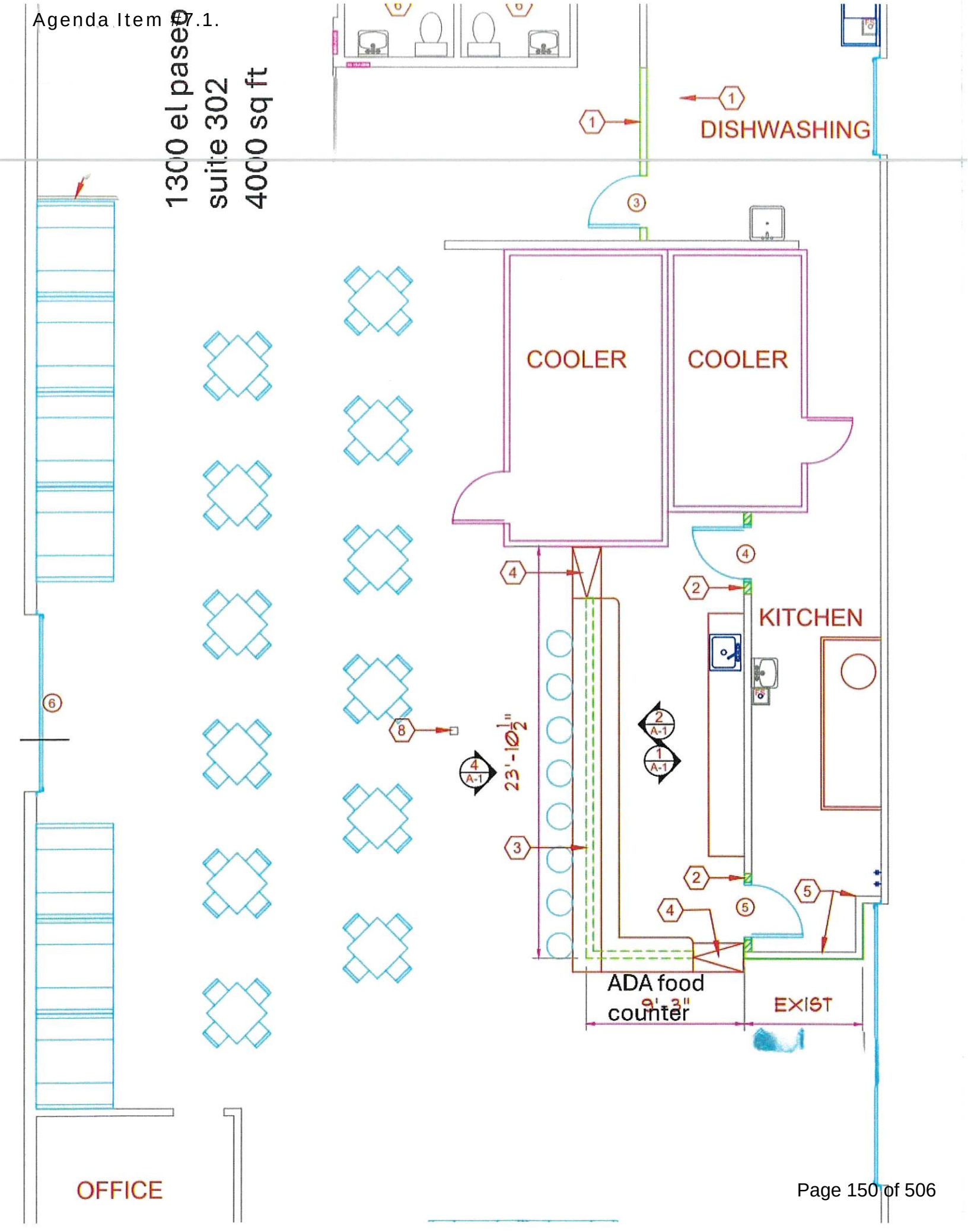
Comments: The C-3 district facilitates and encourages development of those uses which provide retail, service, and wholesale activities within the city and a regional market and whose use generally serves a population of over 15,000. An eating and drinking establishment with liquor sales for onsite consumption is an allowed use in this zoning district, provided all requirements as prescribed by the State of New Mexico are met.

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

December 18, 2024
Date

Jackie Baylon
Jackie Baylon
Planning Tech II

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


1300 el paseo
suite 302
4000 sq ft
DISHWASHING
COOLER
COOLER
KITCHEN
23'-10 1/2"
ADA food counter
9' 3"
EXIST
OFFICE

Attachment "A"

CITY OF LAS CRUCES

AD FORM

Las **C**ruces **S**un **N**ews **(LCSN)**	
Classified **L**egal **A**d	
Date **t**o **P**ublish: March 7, 2025, and March 23, 2025	
Account # 1361141 P.O. # 25201199	
City Contact & Phone #: **Adam Ochoa, Senior Urban Planner** **575-528-3204** aochoa@lascruces.gov	
Proof of Publication Required. Please initial Ad Form and email back indicating receipt.	

COPY TO PUBLISH:

NOTICE OF INTENT TO APPROVE

Notice is hereby given that the Las Cruces City Council will hold a Public Hearing to discuss approval or disapproval of a Restaurant A – Beer and Wine and Only Liquor License with On-Premises Consumption Only to Corazon de Oro, LLC. d/b/a Corazon de Oro located at 1300 El Paseo Road, Sute 302, Las Cruces, New Mexico, 88001.

The Public Hearing will be held as part of the regularly scheduled meeting of the City Council on Monday, April 7, 2025, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. If passed, the Director of the Alcoholic Beverage Control Division of the State of New Mexico Regulation & Licensing Department may approve the issuance of the license.

Witness my hand and seal this the 25th of February 2025.

Christine Rivera, MS, CMC
City Clerk

LAS CRUCES SUN NEWS - Please publish in the Legal Section on **March 7, 2025, and March 23, 2025**, and furnish Proof of Publication at your earliest convenience.

CITY OF LAS CRUCES

MEMORANDUM

To: Adam Ochoa, Senior Urban Planner

From: Gary Skelton, P.E., Engineer **Initials:** GS

Date: February 24, 2025

Subject: Traffic Investigation Report – Restaurant A Intake Liquor Application
Location: 1300 El Paseo Road, Suite 302, Las Cruces, NM 88001
Applicant: Corazon de Oro, LLC

As requested, Traffic Engineering has completed a traffic investigation for a Restaurant A Intake Liquor application submitted by Corazon de Oro, LLC DBA Corazon de Oro that will be located at 1300 El Paseo Road, Suite 302 in Las Cruces, New Mexico. The following information is submitted for review:

- The subject property is located on the southwest corner of the intersection of El Paseo Road and Idaho Avenue. According to the Mesilla Valley MPO Interactive Traffic Flow Map, the most current traffic volume on El Paseo Road near this location was approximately 15,099 vehicles per day. Additionally, the most current traffic volume on Idaho Avenue near this location was approximately 9,659 vehicles per day.

- The Mesilla Valley MPO classifies El Paseo Road as an arterial and Idaho Avenue as a collector near the subject location. Both roads primarily serve commercial uses near the subject property.

- The subject property has two shared access points along El Paseo Road. Additionally, there are three shared access driveways located on Idaho Avenue. The property has on-site parking. No other operational problems are currently known at the driveways.

- The speed limits along El Paseo Road and Idaho Avenue are both posted at 35 mph near the subject property.

The approval of the Restaurant A Liquor License application at this location does not appear to adversely impact traffic operations along this roadway segment. Feel free to contact me at 575-541-2561 if additional information is needed.

From: Michael Danner
To: Miguel Carlos; Adam Ochoa; Michael Landavazo; Eloy Jimenez; Elizabeth Herrera
Subject: RE: Restaurant A - Beer & Wine Liquor License.
Date: Friday, February 28, 2025 3:19:32 PM
Attachments: image001.png
image002.png
image003.png

There are no outstanding fire code violations for this business. Fire approves the request.

Michael Danner, F314
Fire Investigator/LEO/Prevention Bureau/Las Cruces Fire Department
Direct: 575-528-4049 Main: 575-528-3473, mdanner@lascruces.gov
CITY OF LAS CRUCES

From: Miguel Carlos <mcarlos@lascruces.gov>
Sent: Friday, February 28, 2025 7:34 AM
To: Adam Ochoa <aochoa@lascruces.gov>; Michael Landavazo <mlandavazo@lascruces.gov>; Michael Danner <mdanner@lascruces.gov>; Eloy Jimenez <ejimenez@lascruces.gov>; Elizabeth Herrera <eherrera@lascruces.gov>
Subject: RE: Restaurant A - Beer & Wine Liquor License.

Good morning, Corazon de Oro is compliant with the Business license and they are working on submitting an application for the liquor license.

Respectfully,

Miguel Carlos
Permit Technician/Community Development/Permits and Inspections
Direct: (575) 528-3091 / TTY 711
Main: (575) 528-3059 / TTY 711
mcarlos@lascruces.gov
CITY OF LAS CRUCES

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Friday, February 28, 2025 7:26 AM
To: Michael Landavazo <mlandavazo@lascruces.gov>; Michael Danner <mdanner@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Eloy Jimenez <ejimenez@lascruces.gov>
Subject: FW: Restaurant A - Beer & Wine Liquor License.

Still pending liquor license reports from your section for the attached liquor license. Thank you.

Adam Ochoa, CZO
Senior Urban Planner/Community Planning/Community Development Department
Direct: 575-528-3204 / TTY 711
Main: 575-528-3043 / TTY 711
aochoa@lascruces.gov
CITY OF LAS CRUCES

From: Adam Ochoa
Sent: Tuesday, February 18, 2025 9:20 AM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; Michael Landavazo <mlandavazo@lascruces.gov>; Michael Danner <mdanner@lascruces.gov>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Eloy Jimenez <ejimenez@lascruces.gov>
Cc: Chris Faivre <cfaivre@lascruces.gov>
Subject: Restaurant A - Beer & Wine Liquor License.

Good Morning,

Corazon de Oro, LLC., has filed an application for a Restaurant A – Beer and Wine Only Liquor License with On Premises Consumption Only; Application Number BLA-0000004437. Please see the attached application. Please provide liquor license reports to me no later than Monday, February 25, 2025. Thank you.

Adam Ochoa, CZO
Senior Urban Planner/Community Planning/Community Development Department
Direct: 575-528-3204 / TTY 711
Main: 575-528-3043 / TTY 711
aochoa@lascruces.gov
CITY OF LAS CRUCES

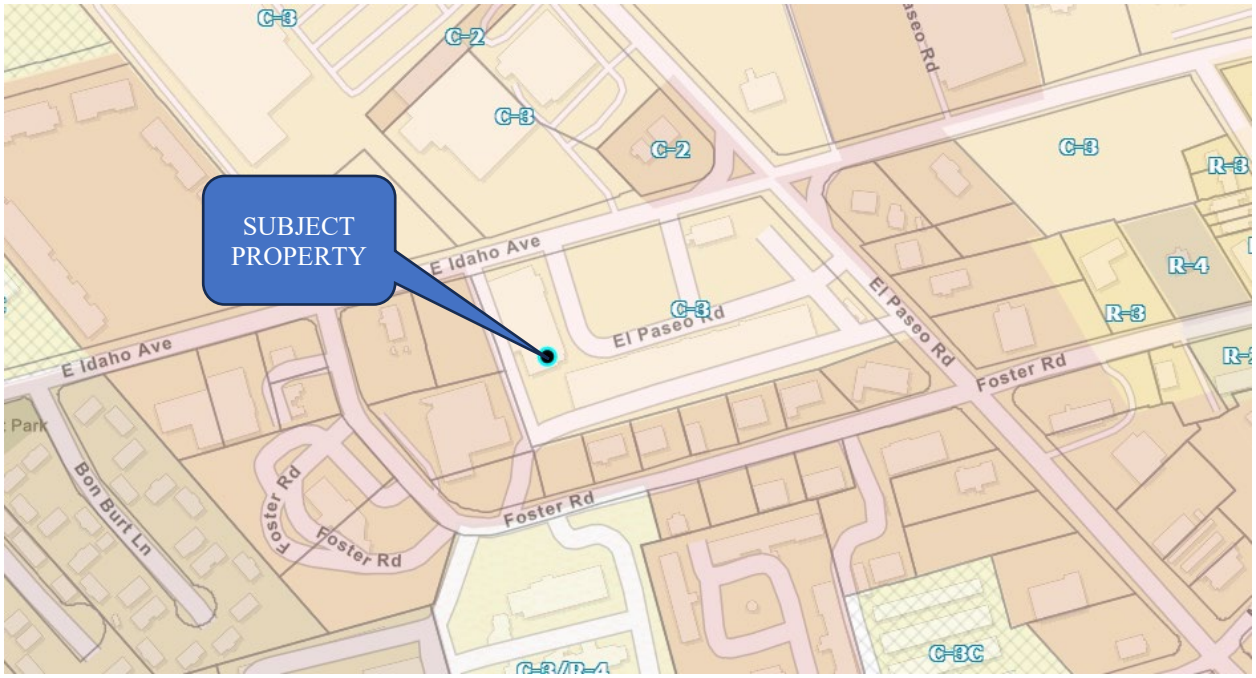
CITY OF LAS CRUCES

City of Las Cruces Community Development Department
Liquor License Impact Report
Restaurant A – Beer and Wine Only Liquor License with On-Premises Consumption Only
Corazon de Oro, LLC.
1300 El Paseo Road, Suite 302, Las Cruces, NM. 88001

The purpose of this report is to review, analyze and determine any possible impacts of a liquor license relating to land use and other planning related issues.

PROPERTY INFORMATION:

Location:	1300 El Paseo Road, Suite 302
Applicant:	Corazon de Oro, LLC.
Business Name:	Corazon de Oro
Zoning:	C-3 (Commercial High Intensity)



DISTANCE REQUIREMENTS:

Greater than 300 feet to a school:	YES
Greater than 300 feet to a church:	NO
Greater than 300 feet to a military installation:	YES

IMPACT ANALYSIS:

The applicant is requesting a Restaurant A – Beer and Wine Only Liquor License with On-Premises Consumption Only. The subject property is located in the Urban Neighborhood Place Type, as designated by Elevate Las Cruces, which is an area designed to accommodate land uses such as the proposed establishment with a liquor license. The subject property is zoned C-3, which allows the establishment with a liquor license, provided all requirements as prescribed

for liquor establishments by the State of New Mexico are met. In terms of a land use and Comprehensive Plan perspective, this seems an appropriate location and request.

There is a question, however, concerning the required distance between liquor establishments and military installations, churches, and schools. The subject business is located approximately 235 feet from the property line of a religious institution. According to New Mexico State Law, a local governing district may grant a waiver to allow such a business within 300 feet of a church. Thus, the local governing district may determine whether or not the location of the liquor license request is appropriate. The law does not set parameters to assist in determining applicability. Therefore, Planning Staff assumes the local government district may use traditional guidelines, such as, health, safety, and welfare to make this decision.

From: Sean Mullen
To: Adam Ochoa
Subject: RE: Restaurant A - Beer & Wine Liquor License.
Date: Tuesday, February 18, 2025 2:44:11 PM
Attachments: image001.png

Approved.

Thank you,

Sean Mullen
Deputy Chief of Administration/Las Cruces Police Department
Direct: 575-528-4101 Main: 575-528-4200, smullen@las-cruces.org
CITY OF LAS CRUCES

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Tuesday, February 18, 2025 9:20 AM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; Michael Landavazo <mlandavazo@lascruces.gov>; Michael Danner <mdanner@lascruces.gov>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Eloy Jimenez <ejimenez@lascruces.gov>
Cc: Chris Faivre <cfaivre@lascruces.gov>
Subject: Restaurant A - Beer & Wine Liquor License.

Good Morning,

Corazon de Oro, LLC., has filed an application for a Restaurant A – Beer and Wine Only Liquor License with On Premises Consumption Only; Application Number BLA-0000004437. Please see the attached application. Please provide liquor license reports to me no later than Monday, February 10, 2025. Thank you.

Adam Ochoa, CZO
Senior Urban Planner/Community Planning/Community Development Department
Direct: 575-528-3204 / TTY 711
Main: 575-528-3043 / TTY 711
aochoa@lascruces.gov
CITY OF LAS CRUCES

From: Miguel Carlos
To: Adam Ochoa; Michael Landavazo; Michael Danner; Eloy Jimenez; Elizabeth Herrera
Subject: RE: Restaurant A - Beer & Wine Liquor License.
Date: Friday, February 28, 2025 7:33:51 AM
Attachments: image002.png
image003.png

Good morning, Corazon de Oro is compliant with the Business license and they are working on submitting an application for the liquor license.

Respectfully,

Miguel Carlos
Permit Technician/Community Development/Permits and Inspections
Direct: (575) 528-3091 / TTY 711
Main: (575) 528-3059 / TTY 711
mcarlos@lascruces.gov
CITY OF LAS CRUCES

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Friday, February 28, 2025 7:26 AM
To: Michael Landavazo <mlandavazo@lascruces.gov>; Michael Danner <mdanner@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Eloy Jimenez <ejimenez@lascruces.gov>
Subject: FW: Restaurant A - Beer & Wine Liquor License.

Still pending liquor license reports from your section for the attached liquor license. Thank you.

Adam Ochoa, CZO
Senior Urban Planner/Community Planning/Community Development Department
Direct: 575-528-3204 / TTY 711
Main: 575-528-3043 / TTY 711
aochoa@lascruces.gov
CITY OF LAS CRUCES

From: Adam Ochoa
Sent: Tuesday, February 18, 2025 9:20 AM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; Michael Landavazo <mlandavazo@lascruces.gov>; Michael Danner <mdanner@lascruces.gov>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Eloy Jimenez <ejimenez@lascruces.gov>
Cc: Chris Faivre <cfaivre@lascruces.gov>

Subject: Restaurant A - Beer & Wine Liquor License.

Good Morning,

Corazon de Oro, LLC., has filed an application for a Restaurant A – Beer and Wine Only Liquor License with On Premises Consumption Only; Application Number BLA-0000004437. Please see the attached application. Please provide liquor license reports to me no later than Monday, February 25, 2025. Thank you.

Adam Ochoa, CZO
Senior Urban Planner/Community Planning/Community Development Department
Direct: 575-528-3204 / TTY 711
Main: 575-528-3043 / TTY 711
aochoa@lascruces.gov
CITY OF LAS CRUCES

25-113

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A**		
1st Reading:		**Adopted:**	April 7, 2025
Drafter:	Alysha Zamora Morales	**Department:**	Financial Services
Program:	Purchasing	**Line of Business:**	Procure-to-Pay

Title: **A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR VIDA CORE & NETWORK HARDWARE UPGRADES WITH DAILEY AND WELLS COMMUNICATIONS, INC. OF SAN ANTONIO, TEXAS, VIA HOUSTON-GALVESTON AREA COUNCIL CONTRACT NO. RA05-21 IN AN AMOUNT NOT TO EXCEED $329,204.04 PLUS GROSS RECEIPTS TAX, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO 24-25-064).**

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

PURPOSE(S) OF ACTION:

To award a purchase agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) utilizes L3 Harris radio programmer software, which is a unified platform designed to manage and deliver mission-critical voice, data, and application communications across public safety and utility networks. The current software system is 20 years old, has security issues, and replacement parts are not easily found, making maintenance of the system difficult.

The Information Technology (IT) Department is managing the upgrade to the Project 25 (P25) radio system, which is used by public safety and other City staff for secure, interoperable communication. This system manages critical functions such as call routing and switching; encryption and authentication; network management; and interoperability, which connects different agencies and radio networks for seamless communication. Dailey and Wells Communications, Inc. will install the P25 radio core, which is the central infrastructure component of the P25 digital radio system.

Las Cruces Municipal Code Chapter 24, Section 24-4 (25) Authorized exemptions, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for effective and cost-efficient procurement of goods and services to meet the City's operational needs.

The licenses and support provided by Dailey and Wells Communications, Inc. are available through Houston-Galveston Area Council (H-GAC) contract no. RA05-21, which is valid through July 31, 2025. The City's IT Department is requesting authorization to contract with Dailey and Wells Communications, Inc. as outlined in Exhibit "A" attached hereto, for the purchase of software services and licenses for an amount not to exceed $329,204.04, subject to approved budget appropriations.

SUPPORT INFORMATION:

Exhibit "A" - 24-25-064 ECPA

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: $376,114

AVAILABLE AMOUNT:
$348,972.63

EXPENDITURE AMOUNT:
$329,204.04

Funding Source(s):
10363002-701180 - $13,066.00
10363002-732400 - $11,136.56
10363002-808000 - $139,504.48
10363003-732300 - $80,563.00
10363003-808000 - $84,934.00

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 authorize the City to enter into a purchase agreement with Dailey and Wells Communications, Inc. of San Antonio, Texas, in an amount not to exceed $329,204.04, plus applicable taxes.
2. Vote "No", this will deny the Resolution, which could negatively impact continued City operations and continuity of services.
3. Vote to "Amend", this could modify the Resolution, and Council will need to provide direction to staff.
4. Vote to "Table", this could delay the increase, which could negatively impact continued City operations and continuity of services.

RESOLUTION 25-113

A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR VIDA CORE & NETWORK HARDWARE UPGRADES WITH DAILEY AND WELLS COMMUNICATIONS, INC. OF SAN ANTONIO, TEXAS, VIA HOUSTON-GALVESTON AREA COUNCIL CONTRACT NO. RA05-21 IN AN AMOUNT NOT TO EXCEED $329,204.04 PLUS GROSS RECEIPTS TAX, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO 24-25-064).

The City Council is informed that:

WHEREAS, the City utilizes L3 Harris radio programmer software to manage and deliver mission-critical voice, data, and application communications across public safety and utility networks; and

WHEREAS, the Project 25 (P25) radio core manages critical functions such as call routing and switching; encryption and authentication; network management; and interoperability, which connects different agencies and radio networks for seamless communication; and

WHEREAS, the Information Technology Department requires installation of a P25 radio core, which is the central infrastructure component of the P25 radio system, by Dailey and Wells Communications, Inc. of San Antonio, Texas; and

WHEREAS, the licenses and support provided by Dailey and Wells Communications, Inc. are available through Houston-Galveston Area Council (H-GAC) contract no. RA05-21, which is valid through July 31, 2025; and

WHEREAS, the Information Technology Department is requesting authorization to contract with Dailey and Wells Communications, Inc. in an amount not to exceed $329,204.04 plus applicable taxes, subject to approved budget appropriations.

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

(I)

THAT the Resolution authorizing an existing contract purchase agreement with Dailey and Wells Communications, Inc. of San Antonio, Texas for VIDA core and network hardware upgrades via H-GAC contract no. RA05-21 in an amount not to exceed $329,204.04 plus applicable taxes, as outlined in Exhibit "A" attached hereto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

CITY OF LAS CRUCES

EXISTING CONTRACT PURCHASE AGREEMENT

HOUSTON-GALVESTON AREA COUNCIL
CONTRACT NO. RA05-21

VIDA CORE AND NETWORK HARDWARE UPGRADE

Pursuant to terms and conditions of Houston-Galveston Area Council (H-GAC) Contract No. RA05-21, RFP No. RA05-21, dated September 29, 2021 between the H-GAC and L3Harris Technologies, Inc. (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) Daley and Wells Communications Inc. (DISTRIBUTOR) hereby agree on this _____ day of _____, 2025, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-4 (25).

2. In a satisfactory and proper manner, the DISTRIBUTOR shall deliver products / perform services pursuant to H-GAC Contract No.RA05-21, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with H-GAC Contract No. RA05-21.

4. In consideration for the satisfactory delivery of products / services, the DISTRIBUTOR shall be compensated pursuant to the cost terms of H-GAC Contract No. RA05-21, in the amount of 329,204.04 plus NMGRT Cost of delivered product / services shall be paid by CITY within 30 days upon receipt of undisputed invoice.

5. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Distributor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Distributor's services or any work done pursuant to this Agreement.

6. The Distributor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Distributor, subcontractor, subgrantee, or other agent of the Distributor. This covenant shall survive the termination of this Agreement.

7. That in the event any of the provisions of this Contract are violated by the Distributor or by any of his Subcontractors, the City may serve written notice upon the Distributor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the

event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Distributor, and the Distributor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Distributor.

8. The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the City to Distributor. The City's decisions as to whether sufficient appropriations and authorizations exist shall be accepted by Distributor and shall be final.

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

10. Distributor represents and warrants the following:
    a. No Current or Prior Conflict of Interest. That Distributor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
    b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Distributor shall immediately inform the City in writing of such conflict.
    c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of Distributor's obligations under this Agreement or is otherwise a violation of the City's current policy or ordinances, then the City may terminate the Agreement immediately upon written notice to Distributor; such termination of the agreement shall be effective upon the receipt of such notice by Distributor.

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

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

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

A. General Liability Insurance
   i. $1,000,000 per occurrence / $2,000,000 aggregate
   ii. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   iii. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   iv. Coverage must be primary and non-contributory.
   v. Coverage must be per project or per location.
   vi. Coverage must be on an occurrence form.
   vii. Subrogation must be waived.

B. Commercial Auto Liability
   i. $1,000,000 per occurrence
   ii. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."

C. Workers Compensation and Employers Liability
   i. Statutory Limits
   ii. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   iii. Subrogation must be waived.

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

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

(SIGNATURE BLOCK FOLLOWS ON NEXT PAGE)

DAILEY and WELLS
COMMUNICATIONS INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

03/04/2025
City Attorney

Revised: May 2023

Attachment A

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219

HGACBuy THE SMART PURCHASING SOLUTION
Contract: HGAC RA05-21

L3HARRIS DAILEY-WELLS

Bill To:
Manny Balderrama
City of Las Cruces, NM
700 N. Main Street
Las Cruces, NM 88001
+1 (575) 541-2631
mbalderrama@lascruces.gov

Ship To:
City of Las Cruces, NM

Quotation

Quote Number: 2025-4037
Terms: Net 30 Days
Date: 02/26/2025
Valid Until: 04/19/2025

Quote Title: VIDA Core & Network Hardware Upgrades

Sales Person:
Michael Lee Lockwood
michael.lockwood@dwcomm.com
+1 (281) 713-0405

Contract: HGAC RA05-21

VIDA Core Upgrade

Line	Qty.	Part Number	Description	List Price	Discount	Unit Price	Ext. Price
1	1	NS-PN2B	SERVER,CISCO,UCS C220 M7,10A.7, UNITE	$ 59,999.00	5%	$ 56,999.05	$ 56,999.05
2	2	NS-SN5K	SERVICE,SYBASE LICENSE	$ 2,677.00	26%	$ 1,980.98	$ 3,961.96
3	1	NS-CA5G	CABINET,NSS,42 RU,120V	$ 6,450.00	5%	$ 6,127.50	$ 6,127.50
4	1	NS-ZM2A	POWER KIT,SR10A.4,LOC HA/UNITE,110VAC	$ 195.00	5%	$ 185.25	$ 185.25
5	1	NS-CP9T	TIME SERVER, PROTEMPIS, NTP TS200	$ 1,700.00	5%	$ 1,615.00	$ 1,615.00
6	1	MANS-AN3S	Kit,GPS Antenna,Outdoor,For Netclock	$ 1,025.00	5%	$ 973.75	$ 973.75
7	1	MANS-CK1A	Cable,GPS Ant Outdoor,100ft/Netclock	$ 795.00	5%	$ 755.25	$ 755.25
8	1	NS-DW1T	DRAWINGS,PREM/UNITE/CON ON PREM,SR10A.4	$ 1.00	26%	$ 0.74	$ 0.74
9	1	SC-MD9G	CONNECTOR KIT, GPS	$ 175.00	26%	$ 129.50	$ 129.50
10	1	NS-PKGBN	PACKAGE,BEON,FOUNDATION,+10 USERS	$ 0.28	26%	$ 0.21	$ 0.21
11	1	NM-VM2M	SOFTWARE,UNITE CORE,VM	$ 40,000.00	26%	$ 29,600.00	$ 29,600.00
12	1	VSVS02	VIDA Security, NSC	$ 1,095.57	5%	$ 1,040.79	$ 1,040.79
13	11	CM-027501-100102	License,Quest Authentication,Server	$ 455.00	5%	$ 432.25	$ 4,754.75
14	1	CM-027501-100103	LICENSE,QUEST AUTHENTICATION,USER,QTY 6	$ 52.00	5%	$ 49.40	$ 49.40
15	2	VS-CR2A	ROUTER,ISR,C1111-4P,SEC,APP	$ 3,600.00	5%	$ 3,420.00	$ 6,840.00
16	2	VS-MN3X	KIT, C1111 ROUTER SITE MTG	$ 156.00	5%	$ 148.20	$ 296.40
17	2	VS-CU9A	SWITCH, SMARTNET, C1000FE-24T-4G-L	$ 1,150.00	5%	$ 1,092.50	$ 2,185.00
18	1	VS-CR3E	VM, FMC 2 DEVICE	$ 1,880.00	5%	$ 1,786.00	$ 1,786.00
19	10	VS-DF2U	KIT,QUEST DEFENDER,TWO FACTOR,W/SW	$ 450.00	5%	$ 427.50	$ 4,275.00
20	1	VS-DF3D	KIT,QUEST DEFENDER,TWO FACTOR	$ 325.00	5%	$ 308.75	$ 308.75
21	1	VS-CR3G	FIREWALL, FPR1010	$ 2,700.00	5%	$ 2,565.00	$ 2,565.00
22	1	VS-CR3D	FIREWALL, FPR1010, WITH ANYCONNECT	$ 3,990.00	5%	$ 3,790.50	$ 3,790.50
23	1	VS-CU9B	SWITCH, SMARTNET, C9200L-24T-4X-A	$ 9,150.00	5%	$ 8,692.50	$ 8,692.50
24	1	VS-CR3C	ROUTER,APP,C921-4P	$ 2,000.00	5%	$ 1,900.00	$ 1,900.00
25	1	VSEPOVM-HD	HARD DRIVE,EPOLICY ORCH VMWARE SW	$ 2,000.00	26%	$ 1,480.00	$ 1,480.00
26	14	VSSD03	LICENSE,SUMS,ENDPOINT	$ 35.00	5%	$ 33.25	$ 465.50
27	48	VSSD06	LICENSE,SUMS, BIGFIX	$ 337.50	5%	$ 320.63	$ 15,390.24
28	25	VS-SG3S	LICENSE,HOST SECURITY,AV,EPO,QTY 11-25	$ 152.84	5%	$ 145.20	$ 3,630.00
29	250	VS-SH6J	LICENSE, ENM P-RTU, + 3 YR SUPP, BASE	$ 63.00	5%	$ 59.85	$ 14,962.50
30	1	MANM-NSG9C	License,Quad Mode Vocoder	$ 35.00	26%	$ 25.90	$ 25.90
31	1	NM-NG2P	LICENSE,MS SQL SVR IOT 2022 STD 5 CAL	$ 859.99	5%	$ 816.99	$ 816.99
32	2	NS-SH1Z	LICENSE,P25 SITE,UNITE	$ 10,000.00	26%	$ 7,400.00	$ 14,800.00

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219

HGACBuy THE SMART PURCHASING SOLUTION
Contract: HGAC RA05-21

L3HARRIS DAILEY-WELLS

33	4	NS-SH2A	LICENSE,P25 SITE TALKPATH,UNITE	$ 1,000.00	26%	$ 740.00	$ 2,960.00
34	1	NS-SH1V	LICENSE,P25 APPLICATION,UNITE	$ 10,000.00	26%	$ 7,400.00	$ 7,400.00
35	1	NS-DF3H	PC,SYSTEM MANAGEMENT TERMINAL	$ 2,250.00	5%	$ 2,137.50	$ 2,137.50

Subtotal: $ 202,900.93
Total: $ 202,900.93

Services

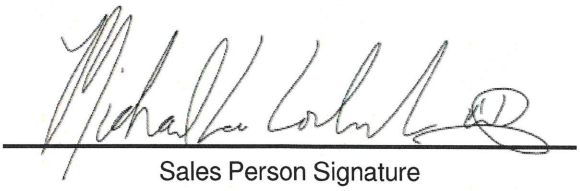
Line	Qty.	Part Number	Description	List Price	Discount	Unit Price	Ext. Price
1	1	Services	Labor - Professional Services	$ 126,303.11	0%	$ 126,303.11	$ 126,303.11

Subtotal: $ 126,303.11
Total: $ 126,303.11

Shipping is Pre-Paid and Added to Invoice UNLESS OTHERWISE QUOTED

Quotation Totals

Currency:	**US Dollar**
Subtotal:	**$ 329,204.04**
Total:	**$ 329,204.04**



Sales Person Signature

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219

HGACBuy THE SMART PURCHASING SOLUTION
Contract: HGAC RA05-21

L3HARRIS DAILEY-WELLS

Purchase Order to be issued to:
Dailey and Wells Communications, Inc.
3440 E. Houston St.
San Antonio, TX 78219

Dailey and Wells Communications, Inc. is registered with:
Wide Area Workflow (WAWF)
System For Award Management (SAM)

Dailey and Wells Communications, Inc. is registered as a:
Certified SBE - Small Business Enterprise
Certified MBE - Minority Business Enterprise
Certified ABE - Asian American Business Enterprise
Commodity Codes: NAICS 334220, NAICS 334515

Tax ID: 74-1873279
CAGE Code: 0EC35
DUNNS: 010551315

The Purchase Order must include the following references:
- Quote Number
- Contract Name and/or Number; All orders must contain valid model number, quantity, and price for each item
- Frequencies must be supplied with order if applicable
- Requested Delivery Date
- If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable
- Shipping will default to Best Way, 5 day ground, unless otherwise specific
- Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable; Non Standard packing will be billed to the customer
- Bill to and Ship to addresses must be included.

This document contains confidential, proprietary, and competitive sensitive information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this quote. Disclosure, reproduction, or use of any part thereof shall not be made without prior written approval from Dailey & Wells Communications.

These items/technical data are controlled by the United States government and shall not be exported from the United States nor shared with a Foreign National without prior approval from the United States government. Delivery is dependent upon receipt of an export license, where applicable.

TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

25-114

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

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

Title: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET.**

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

PURPOSE(S) OF ACTION:
To accept various grant awards and amend the FY25 budget.

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

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

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

SUPPORT INFORMATION:
Exhibit "A" - Fund Summaries 04-07-2025
Attachment "A" - Grant Listing rev
Attachment "B" - HNS - Housing NM Fully Executed Agreement
Attachment "C" - MVMPO - NTP Fully Executed Agreement
Attachment "D" - PD - FY22 JAG Contingency Fully Executed Agreement
Attachment "E" - PD - FY25 BKLUP, STEP, ENDWI fully executed agreement
Attachment "F" - PD - HIDTA Mod 2 & 3 FFY24 Fully Executed Agreement
Attachment "G" - VLC - FY26 NMTD MVBR Sponsorship fully executed agreement
Attachment "H" - PR - MOA 25-521-0500-0047 Las_Cruces_Pioneer_Women's_Park EXECUTED

PLAN(S):
Elevate Las Cruces

DOES THIS AMEND THE BUDGET?:

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

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

Funding Source(s):
Various

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

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept the grant awards as presented and amend the City's FY2025 Budget.
2. Vote "No"; this will not approve the Resolution to accept the grant awards as presented and amend the City's FY2025 Budget.
3. Vote to "Amend"; this could delay the Resolution and the process of spending the grant funds within the predetermined grant schedule and require direction to staff.
4. Vote to "Table"; this will delay the Resolution and will impact the implementation of the grant agreement, the City department's ability to utilize the funds and return the grant funds to the granting agency.

RESOLUTION 25-114

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET.

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 FY2025 City Budget and accepts all grant awards as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, are hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	2100 SPECIAL REVENUE REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 270,735	249,231	0	249,231
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	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	185,500	185,500	0	185,500
Federal Grants	15,245,266	18,212,835	99,665	18,312,500
State Grants	7,319,912	8,215,039	10,000	8,225,039
Local Grants	0	3,856	0	3,856
Debt Service	0	0	0	0
Total Revenues	**22,750,678**	**26,617,230**	**109,665**	**26,726,895**
TOTAL RESOURCES	**$ 23,021,413**	**26,866,461**	**109,665**	**26,976,126**
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	9,300,103	11,160,103	0	11,160,103
Legal	0	0	0	0
Las Cruces Police Department	4,248,063	4,754,452	99,665	4,854,117
Las Cruces Fire Department	1,415,683	1,251,218	0	1,251,218
Utilities	378,926	385,367	0	385,367
Economic Development	5,800,889	4,309,028	0	4,309,028
Internal Audit	0	0	0	0
Assistant City Manager-400	148,183	295,337	10,000	305,337
Human Resources	0	0	0	0
Financial Services	366,296	298,255	0	298,255
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	150,000	860,190	0	860,190
Parks & Recreation	(13,194)	803,635	0	803,635
Community Development	277,223	277,223	0	277,223
Quality of Life	1,479,056	2,310,513	0	2,310,513
Public Works	230,196	51,638	0	51,638
MVRDA	0	0	0	0
Total Expenditures	**$ 23,781,424**	**26,756,959**	**109,665**	**26,866,624**
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	**$ (760,011)**	**109,502**	**0**	**109,502**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4100 CAPITAL PROJECTS REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	3,719,299	5,309,108	249,668	5,558,776
State Grants	16,008,103	31,040,513	1,500,000	32,540,513
Local Grants	799,144	329,755	0	329,755
Debt Service	0	0	0	0
Total Revenues	**20,526,546**	**36,679,376**	**1,749,668**	**38,429,044**
TOTAL RESOURCES	**$ 20,526,546**	**36,679,376**	**1,749,668**	**38,429,044**
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	5,915,250	1,500,000	7,415,250
Legal	0	0	0	0
Las Cruces Police Department	0	650,000	0	650,000
Las Cruces Fire Department	400,000	221,242	0	221,242
Utilities	0	0	0	0
Economic Development	2,103,908	3,527,035	0	3,527,035
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 Manager-500	0	0	0	0
Parks & Recreation	2,636,377	6,151,348	249,668	6,401,016
Community Development	0	0	0	0
Quality of Life	690,746	690,746	0	690,746
Public Works	14,325,515	19,153,755	0	19,153,755
MVRDA	0	0	0	0
Total Expenditures	**$ 20,526,546**	**36,679,376**	**1,749,668**	**38,429,044**
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 2024-25

	7420 METRO NARCOTICS AGENCY 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 773,363	776,099	0	776,099
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	651,086	651,086	0	651,086
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	30,000	30,000	56,650	86,650
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**681,086**	**681,086**	**56,650**	**737,736**
TOTAL RESOURCES	**$ 1,454,449**	**1,457,185**	**56,650**	**1,513,835**
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 Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
METRO	681,086	706,086	56,650	762,736
Total Expenditures	**$ 681,086**	**706,086**	**56,650**	**762,736**
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	**$ 773,363**	**751,099**	**0**	**751,099**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	7490 METROPOLITAN PLANNING ORGANIZA 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 321,619	41,974	0	41,974
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	19,822	19,822	0	19,822
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	605,744	828,410	70,000	898,410
State Grants	0	0	0	0
Local Grants	21,707	69,780	0	69,780
Debt Service	0	0	0	0
Total Revenues	**647,273**	**918,012**	**70,000**	**988,012**
TOTAL RESOURCES	**$ 968,892**	**959,986**	**70,000**	**1,029,986**
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 Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
MPO	590,739	1,001,714	70,000	1,071,714
Total Expenditures	**$ 590,739**	**1,001,714**	**70,000**	**1,071,714**
Other Resources				
Operating Transfers In	0	41,728	0	41,728
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**41,728**	**0**	**41,728**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 378,153**	**0**	**0**	**0**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	7492 HIDTA-CLC 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 30,520	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	1,494,556	960,956	15,000	975,956
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**1,494,556**	**960,956**	**15,000**	**975,956**
TOTAL RESOURCES	**$ 1,525,076**	**960,956**	**15,000**	**975,956**
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 Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
HIDTA	713,612	432,800	0	432,800
METRO	717,297	528,156	15,000	543,156
Total Expenditures	**$ 1,430,909**	**960,956**	**15,000**	**975,956**
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	**$ 94,167**	**0**	**0**	**0**

CITY OF LAS CRUCES

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

Today's Date: 02/28/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 1,500,000.00
Council Budget Adjustment Date: 04/07/2025
Grant Agreement #: SFY-2508
ALN/CFDA#:
Grant Effective Date: 01/01/2025
Grant Reversion Date: 01/01/2027
Funding Agency:

PROJECT INFORMATION

Grant Project Title: New Mexico Mortgage Finance Authority- New Mexico Housing Trust Fund (NMHRF)
Type of Funding: State Capital
Type of Grant: Competitive
Match Description: No Match Required-Provided
Match Amount:
Match Percent/Ratio: 0.00

City Fiscal Year: FY2025
Funder Fiscal Year: FY2025

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

This grant will provide funding for construction costs related to hard construction and energy-efficient upgrades of the Amador Crossing Housing Complex.

DEPARTMENT INFORMATION

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

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

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

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

ACCOUNT STRINGS:

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

REV:4100-40430001-599200: $1,500,000
EXP:4100-40430001-804000: $1,500,000

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

Date to Accounting:
Project Number: 25508
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 03/12/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 70,000.00
Council Budget Adjustment Date: 04/07/2025
Grant Agreement #: D20488
ALN/CFDA#: 20.205, Highway Planning & Const.
Grant Effective Date: 01/24/2025
Grant Reversion Date: 09/30/2026
Funding Agency: New Mexico Department of Transportation

PROJECT INFORMATION

Grant Project Title: Mesilla Valley Metropolitan Planning Organization- Transportation System Data Collection & Reports
Type of Funding: Federal Passthrough to State
Type of Grant: Non-Competitive
Match Description: Local Cash Match
Match Amount: 14000.00
Match Percent/Ratio: 20.00

City Fiscal Year: FY2025
Funder Fiscal Year: FY2025

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

Support for MVMPO Traffic Count Program, Data Collection, Analysis, and Processing

DEPARTMENT INFORMATION

Implementation Dept: 460- Comm. Development
User Dept: SELECT

Line of Business: Metropolitan Planning Organization
Program: Metropolitan Planning Organization
Project Manager: Andrew Wray
Phone: 575-528-3070
Email: awray@lascruces.gov

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

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

ACCOUNT STRINGS:

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

See attached backup

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

Date to Accounting:
Project Number: 25082
Project Created By:
Set-Up Date:
Accounting Comments:

Attachment "A"

	Fund	Org	Object	Proj	Description	Budgeted Amount
REV:	7490	7490	599100	25082	FEDERAL GRANTS	$ (70,000.00)
EXP:	7490	70546001	601000	25080	ADMINISTRATIVE SALARIES	$ 33,558.90
	7490	70546001	601120	25080	FICA MEDICARE	$ 553.20
	7490	70546001	601130	25080	FICA SOCIAL SECURITY	$ 2,365.65
	7490	70546001	601140	25080	PERA	$ 5,805.75
	7490	70546001	601160	25080	DENTAL INS	$ 443.70
	7490	70546001	601170	25080	HEALTH INS	$ 9,658.05
	7490	70546001	601230	25080	LIFE AND DISABILITY INS	$ 48.75
	7490	70546001	601260	25080	RETIREMENT HEALTH CARE INS	$ 671.25
	7490	70546001	721080	25080	PURCHASED SERVICES GENERAL	$ 16,894.75
					TOTAL EXP:	$ 70,000.00

CITY OF LAS CRUCES

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

Today's Date: 02/26/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 37,350.00
Council Budget Adjustment Date: 04/07/2025
Grant Agreement #: 22-JAG-LACRC-SFY25
ALN/CFDA#: CFDA#: 16.738
Grant Effective Date: 01/01/2025
Grant Reversion Date: 06/30/2025
Funding Agency: New Mexico Department of Public Safety

PROJECT INFORMATION

Grant Project Title: 22 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Award
Type of Funding: Federal Passthrough to State
Type of Grant: Non-Competitive
Match Description: No Match Required-Provided
Match Amount: 0.00
Match Percent/Ratio: 0.00

City Fiscal Year: FY2025
Funder Fiscal Year: FY2025

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

This initiative seeks to create a safer environment, reduce the prevalence of violent crime against first responders, and ensure the protection of those dedicated to maintaining public safety in Las Cruces.

DEPARTMENT INFORMATION

Implementation Dept: 320- Police
User Dept: SELECT

Line of Business: Police Dept
Program: Traffic
Project Manager: Sean Mullen
Phone: 575-528-4101
Email: smullen@lascruces.gov

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

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

ACCOUNT STRINGS:

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

REV: 2100-20232006-599100-$37,350.00
EXP: 2100-20232006-701180-$37,350.00

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

Date to Accounting:
Project Number: 25055
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 02/13/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 62,315.00
Council Budget Adjustment Date: 04/07/2025
Grant Agreement #: TS05349
ALN/CFDA#: CFDA#: 20.608, 0.00 , 20.600
Grant Effective Date: 01/22/2025
Grant Reversion Date: 09/30/2025
Funding Agency: New Mexico Department of Transportation

PROJECT INFORMATION

Grant Project Title: PD FY25 ENDWI, BKLUP, STEP Projects
Type of Funding: Federal Passthrough to State
Type of Grant: Non-Competitive
Match Description: No Match Required-Provided
Match Amount: 0.00
Match Percent/Ratio: 0.00

City Fiscal Year: FY2025
Funder Fiscal Year: FY2025

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

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

DEPARTMENT INFORMATION

Implementation Dept: 320- Police
User Dept: SELECT

Line of Business: Traffic Safety
Program: Administration
Project Manager: Sean Mullen
Phone: 575-528-4101
Email: smullen@lascruces.gov

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

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

ACCOUNT STRINGS:

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

Replicate projects: 24101 - 24102 - 24103

ENDWI: REV: 2100-20132001-599100 EXP: 2100-20132001-601110 - $35,370.00
BKLUP: REV: 2100-20132001-599100 EXP: 2100-20132001-601110 - $4,985.00
STEP: REV: 2100-20132001-599100 Exp: 2100-20132001-601110 - $21,960.00

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

Date to Accounting:
Project Number: 25101,25102,25103
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 02/28/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 783,326.00
Council Budget Adjustment Date: 04/07/2025
Grant Agreement #: G24SN0006A
ALN/CFDA#: 95.001 (High Intensity Drug Trafficking Areas
Grant Effective Date: 01/01/2024
Grant Reversion Date: 12/31/2025
Funding Agency: New Mexico High Intensity Drug Trafficking Area (HIDTA)

PROJECT INFORMATION

Grant Project Title: FFY24 Las Cruces Police High Intensity Drug Trafficking Area (HIDTA) Program
Type of Funding: Federal Operating
Type of Grant: Non-Competitive
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: 0.00

City Fiscal Year: FY2025
Funder Fiscal Year: FFY2024

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

Modification 2 of this award adds $15,000.00 to the grant for a total of $726,676.00

Modification 3 of this award adds an additional $56,650.00 bringing the grant total to $783,326.00

DEPARTMENT INFORMATION

Implementation Dept: 320- Police
User Dept: SELECT

Line of Business: Police
Program: HIDTA
Project Manager: Sonia Arteche
Phone: 575-541-7562
Email: sarteche@lascruces.gov

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

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

ACCOUNT STRINGS:

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

Modification #2: REV: 79300005-599100-24030 $15,0000
EXP: 79300005-721110-24030 $15,0000

Modification #3: REV: 79300000-599100-24030 $56,650
EXP: 79300000-741000-24030 $56,650

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

Date to Accounting:
Project Number: 24030
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 02/13/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 10,000.00
Council Budget Adjustment Date: 04/07/2025
Grant Agreement #: None
ALN/CFDA#: None
Grant Effective Date: 02/12/2025
Grant Reversion Date: 06/30/2027
Funding Agency: New Mexico Tourism Department (NMTD)

PROJECT INFORMATION

Grant Project Title: 2026 Mesilla Valley Balloon Rally Sponsorship
Type of Funding: State Operating
Type of Grant: Non-Competitive
Match Description: No Match Required-Provided
Match Amount:
Match Percent/Ratio: 0.00

City Fiscal Year: FY2026
Funder Fiscal Year: FY2026

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

Sponsorship for the 2026 Mesilla Valley Balloon Rally. VLC will promote the "New Mexico True" brand via various media at all appropriate venues, events, and promotional opportunities.

DEPARTMENT INFORMATION

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

Line of Business: 0140-Office of the Assistant CM
Program: 0140C- Visit Las Cruces
Project Manager: Rochelle Miller Hernandez
Phone: 575-541-2169
Email: rhernandez@lascruces.gov

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

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

ACCOUNT STRINGS:

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

Revenue: 2100-20140013-599200: $10,000
Expense: 2100-20140013-721080: $10,000
Rev Recvd in Advanced: 2100-20140013-291000

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

Date to Accounting:
Project Number: 26056
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 03/14/2025 **Grant Team Representative:** Gabriela Prats

Grant Award Amount: $ 249,668.05 **Council Budget Adjustment Date:** 04/07/2025

Grant Agreement #: SHARE # 25-521-0500-0047 **ALN/CFDA#:** 15.916

Grant Effective Date: 12/10/2024 **Grant Reversion Date:** 09/30/2027

Funding Agency: State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD)

PROJECT INFORMATION

Grant Project Title: Revitalization of Pioneer Women;s Park Phase I

Type of Funding: Federal Passthrough to State **Type of Grant:** Competitive

Match Description: Local Cash Match **Match Amount:** $ 249,668.05

Match Percent/Ratio: 1:1

City Fiscal Year: FY2025 **Funder Fiscal Year:** FFY2024

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

These grant funds will be used to implement a portion of Phase I of the robust revitalization of Pioneer Women's Park. The scope of work includes demolition of the existing 4-foot sidewalks and replacing with 10-foot sidewalks. Widening the sidewalks and installing colored concrete pavers using the same product as used around the pavillion.

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works **User Dept:** 450- Parks & Rec

Line of Business: Public Infrastructure
Program: Architectural Management
Project Manager: Sreedevi Mohanraj
Phone: 575-541-2538
Email: sbhathalam@lascruces.gov

Line of Business: Parks, Sports Field & Community Forestry
Program: Parks
Project Manager: Catherine Mathews
Phone: 575-541-2592
Email: cmathews@lascruces.gov

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

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense

(2100 for General Grants/4100 for Capital Grants)

REV: 4100-40245004-599100 - ($249,668.05)
EXP: 4100-40245004-805000 - $249,668.05

MATCH: 4100-40255005-805000-23989 - $249,668.05

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

Date to Accounting: 3/14/25 **Project Number:** 25521

Project Created By: JOSIE TREVINO **Set-Up Date:** 03/14/25

Accounting Comments:

NEW MEXICO MORTGAGE FINANCE AUTHORITY
NEW MEXICO HOUSING TRUST FUND (NMHTF)
HOUSING INNOVATION PROGRAM
GRANT AGREEMENT

MFA New Mexico Mortgage Finance Authority, as Trustee of the New Mexico Housing Trust Fund	**Agreement Number** SFY-2508
Grantee City of Las Cruces	**Grant Amount** $1,500,000
Leverage Funds Amount (if any) $11,540,873	**Period of Performance** January 1, 2025 – January 1, 2027

THIS GRANT AGREEMENT (the "Agreement") is made effective as of January 1, 2025, between City of Las Cruces a New Mexico Governmental Entity ("Grantee,") whose address is 700 N. Main Street, Las Cruces, NM 88001, and New Mexico Mortgage Finance Authority, a public body politic and corporate, separate and apart from but constituting a governmental instrumentality of the state of New Mexico, as trustee of the New Mexico Housing Trust Fund ("MFA").

WHEREAS, MFA is the trustee of the New Mexico Housing Trust Fund ("NMHTF") pursuant to the New Mexico Housing Trust Fund Act, Sections 58-18C-1 et seq. NMSA 1978 (the "NMHTF Act"), which Trust was created to provide flexible funding for housing initiatives in order to produce significant additional housing investment in the state of New Mexico;

WHEREAS, the New Mexico Legislature has appropriated funds to the NMHTF for use under the NMHTF Act which funds are also subject to the provisions of the Affordable Housing Act, Sections 6-27-1 et seq. NMSA 1978 (the "Affordable Housing Act"), and Section 7-27-49 of the Severance Tax Bonding Act, 7-27-1 et seq. NMSA 1978 (the "Severance Tax Bonding Act");

WHEREAS, Grantee submitted an application in response to MFA's Housing Innovation Program (the "Program") NOFA seeking a grant to be used for the project described in the Scope of Work, **Exhibit B** to this Agreement ("Project") which Project will benefit Low-or Moderate-Income Persons or Households (defined below);

WHEREAS, Grantee has among its purposes significant activities related to providing housing or services to individuals of Low-or Moderate-Income Persons or Households;

WHEREAS, Grantee shall administer the Project in compliance with the NMHTF Act, the NMHTF Act Rules, the Affordable Housing Act, the Affordable Housing Act Rules, and the Severance Tax Bonding Act (collectively, the "Laws and Rules"); and

WHEREAS, the Grantee represents and warrants that it has the necessary capacity for the implementation, administration and delivery of the Project in accordance with the terms of this Agreement.

NOW THEREFORE, MFA and Grantee, in order to ensure proper implementation, administration and delivery of state funded affordable housing Projects, agree to the following:

Article 1. Project Funds

A. Source of Funding. Funding provided pursuant to this Agreement originates from the NMHTF.

B. Maximum Grant Amount. Project Funds to be disbursed under this Agreement shall not exceed $1,500,000 (One Million Five Hundred Thousand) in Project Funds set forth in the **Budget** attached as **Schedule C**.

C. Disbursement Limitations. Except as otherwise provided herein, Project Funds are set to be disbursed on a reimbursement basis consistent with amounts set forth in **Paragraph B** of this **Article 1** of the Agreement.

D. Cost Reimbursements/Budget. Payment shall be made upon MFA's receipt from the Grantee of actual expenditures for Verified Eligible Expenses (defined in **Article 2, Paragraph D**) allowable under the terms of this Agreement. Reimbursements will be made in accordance with the **Budget** attached as **Schedule C.** Budget amendments must be accomplished through the Amendments to Agreement procedures stipulated in **Paragraph I** of **Article 1** of this Agreement.

E. Invoices. Grantee shall submit invoices on a monthly basis unless written approval is obtained in advance from MFA. Failure to submit invoices within ten (10) days of the close of the month for which payment is sought may result in the non-availability of funds for reimbursement. MFA requires a minimum of 5 business days to process an invoice. Where Program Funds will be used for acquisition, Program Funds up to the Maximum Grant Amount may be paid at closing with appropriate documentation provided to MFA in advance.

F. No Dual Application of Costs. The Grantee certifies that any costs claimed pursuant to this Agreement will not be allocable to or included as a cost of any other Grantee operated Project, contract, or activity not approved by MFA in advance in writing.

G. Prohibition of Substitution of Funds. Any Project Funds or other amounts received by the Grantee under this Agreement may not be used by the Grantee to replace other amounts made available or designated by state or local governments through appropriations for use for the purposes of the Project.

H. Request for Reimbursement Forms. Grantee will complete **Schedule E** to include the designated staff who will prepare and submit the Request for Reimbursement Forms. The amount of each request must be limited to the amount supported by all applicable backup documentation. Final Request for Reimbursement must be submitted by the Grantee to MFA no later than thirty (30) days after the expiration of this Agreement (Period of Performance shown on page 1 of this Agreement).

I. Amendments to Agreement. Amendments to this Agreement shall be made by written instrument, executed by both parties, in accordance with **Article 13** of this Agreement. In the event Grantee desires to amend the Budget, Scope of Work, or Schedule of Completion, Grantee shall request a written amendment and explain the reason for the need for the amendment. Only after the proposed amendment is approved in writing by MFA, may Grantee deviate from the previously approved Budget, Scope of Work or Schedule of Completion.

Article 2. Scope of Work

The Grantee is required to provide and/or ensure the following:

A. Project Design. The Grantee shall submit to MFA for approval a **Scope of Work** attached as **Schedule B** which describes the (a) activity to be undertaken, (b) intended use of the Project Funds (c) targeted income group to be served, (d) number of units or households to be assisted, (e) applicant intake procedures, and/or (f) other information that is necessary to describe the nature and scope of the Project. The Scope of Work may be amended as provided in **Article 1, paragraph I**, and **Article 14** of this Agreement.

B. Completion and Disbursement Schedule. The Grantee shall submit to MFA for approval a **Schedule of Completion** attached as **Schedule D** stating the time frame for use of Project Funds. Failure to adhere to the **Schedule of Completion** will be grounds for termination of the Agreement as stipulated in **Article 4** of this Agreement. The **Schedule of Completion** may be amended as provided in **Article 14** of this Agreement.

C. Rate at Which Costs Are Incurred. Grantee can utilize Project Funds as needed and Project Funds can even be spent and billed for reimbursement in one month or all at a closing where funds are to be used for acquisition. MFA encourages Grantee to spend the Project Funds expediently and invoice no more than monthly, preferably expending the entire award in one invoice.

D. Use of Project Funds. Grantee agrees that Project Funds will be used solely to pay for "verified eligible costs" (defined below) related to the Project. Verified Eligible Costs are reasonable and customary costs that are directly attributable and traceable to capital projects that directly benefit Low-or Moderate-Income Persons or Households, including costs of infrastructure and infrastructure purposes, the costs necessary to support, operate or own affordable housing projects, the acquisition, construction, rehabilitation, renovation, reconstruction, alternation or repair of residential housing, multi-family housing, congregate housing facilities, transitional housing facilities or buildings for use as or that will provide affordable housing.

E. Beneficiaries of Project Funds. Project Funds must benefit low-or moderate-income persons or households as defined by the Affordable Housing Act Rules, as may be amended, but which as of the date of this Agreement define "Low-Income Persons or Households" as persons or households with incomes up to 80% of the Area Median Income ("Ami") and "Moderate-Income Persons or Households" as persons or households with income above 80% and up to 150% of the AMI.

F. Compliance. The development, implementation, administration and delivery of the Project provided for under this Agreement shall be consistent with each of the following: (a) the Laws and

Rules, and (b) the requirements, conditions and Program and Project descriptions contained in this Agreement.

G. Timely Expenditure of Project Funds. All Project Funds awarded to the Grantee under this Agreement shall be obligated and expended in accordance with the approved **Schedule of Completion** attached hereto as **Schedule D**.

H. Leverage Funds. Leverage funds are contributions to the Project that are necessary to ensure its completion and were proposed to MFA by Grantee in its Program application. Leverage Funds, if any, are shown on the first page of this Agreement. Sources of Leverage funds, if applicable to this Agreement, should be identified by the Grantee and provided to MFA upon contract execution.

I. Other Requirements. The Grantee shall comply with and conduct each activity in compliance with all applicable state and federal laws and the Laws and Rules.

J. Loss, Destruction or Damage to Property. In the event that the Grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damages to any property which has been acquired, rehabilitated, converted, repaired, constructed or leased with Project Funds, the Grantee shall use the proceeds to repair, renovate, or replace the property involved or shall credit such proceeds against the cost of the work, or shall otherwise reimburse MFA as directed by MFA.

K. Authority. Grantee shall provide MFA a certified resolution of Grantee authorizing the signer to execute this Agreement and all other Grant Documents.

L. Good Standing. Grantee shall provide MFA a certificate of good standing or existence as applicable for Grantee dated within ninety (90) days of execution of this Agreement.

M. 501(c)(3) Status (if applicable). If Grantee is a 501(c)(3) Grantee shall have provided to MFA proof (i) of 501(c)(3) status, and (ii) that no part of the 501(c)(3)'s net earnings shall inure to the benefit of any member, founder, contributor or individual.

N. Disclosure Statement. Grantee shall have provided to MFA a statement disclosing (i) any political contribution or gift valued in excess of $250 (singularly or in the aggregate) made by Grantee or its affiliates or any of their executive officers to any elected official of the state of New Mexico in the last two years; (ii) any current or proposed business transaction between Grantee and any member, director officer or employee of MFA; and (iii) any other conflict or potential conflict which may give rise to a claim of conflict of interest;

O. Accounting System. Grantee has a functioning accounting system that is operated in accordance with generally accepted accounting principles or has designated an entity that will maintain such an accounting system consistent with generally accepted accounting principles.

P. No Significant Audit Findings. Grantee does not have any significant financial audit findings, and no significant outstanding or unresolved monitoring findings from any governmental entity, or from MFA, or otherwise; or if it has any such findings, it has a certified letter from the

governmental entity, MFA, or otherwise, stating that the findings are in the process of being resolved.

Q. Not Suspended/Disbarred. Grantee has not been suspended, debarred or otherwise restricted by any department or agency of the federal government or any state government from doing business with such department or agency because of misconduct or alleged misconduct.

R. No Default on Bond. Grantee has not defaulted on any obligation covered by a surety or performance bond.

S. Third-Party Code of Conduct. Grantee will at all times comply with MFA's Third-Party Code of Conduct, which can be found at https://housingnm.org/uploads/documents/Third_Party_Code_of_Conduct.pdf.

Article 3. Term of Agreement

A. Effective Date. This Agreement shall become effective on January 1, 2025, and shall expire on January 1, 2027, unless terminated pursuant to Article 4 of this Agreement. Thereafter, MFA shall have no obligation to provide Project Funds to the Grantee.

Article 4. Termination

A. Termination for Convenience. MFA may terminate this Agreement for convenience, upon ninety (90) days written notice to Grantee. In the event of termination for convenience, Grantee shall be reimbursed for all Verified Eligible Costs incurred up to the effective date of the termination.

B. Termination for Default. In addition to other remedies MFA may have, MFA may terminate or suspend this Agreement, in whole or in part, if the Grantee materially fails to comply with any term of this Agreement and fails to cure such breach, within the cure period set forth in subsection **Article 5**. In the event MFA brings an action or proceeding for the declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default hereof, or any other legal action arising out of this Agreement, or the transactions contemplated hereby, or in the event Grantee is in default of its obligations pursuant hereto, MFA shall be entitled to reasonable attorney's fees and costs.

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, MFA, following the notice and cure period set forth in **Article 5**, MFA may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

1) Obligations and Rights
To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the Effective Date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to MFA all work not cancelled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of MFA, Grantee shall assign to MFA all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely,

reasonable and necessary action to protect and preserve property in the possession of Grantee but in which MFA has an interest. At MFA's request, Grantee shall return materials owned by MFA in Grantee's possession at the time of any termination. Grantee shall deliver all completed work product and all work product that was in the process of completion to MFA at MFA's request.

2) Payments
Notwithstanding anything to the contrary, MFA shall only pay Grantee for accepted work received as of the date of termination.

3) Damages and Withholding
Notwithstanding any other remedial action by MFA, Grantee shall remain liable to MFA for any damages sustained by MFA in connection with any breach by Grantee, and MFA may withhold payment to Grantee for the purpose of mitigating MFA's damages until such time as the exact amount of damages due to MFA from Grantee is determined. MFA may withhold any amount that may be due Grantee as MFA deems necessary to protect MFA against loss including, without limitation, loss as a result of outstanding liens.

C. Delivery of Project Funds. In the event of termination of this Agreement, the Grantee deliver to MFA within 30 days of termination, originals of all documents regarding Project Funds, all accounts receivable and all contracts, records, files and other instruments and documents related to the Projects described in **Article 2**, **Scope of Work**, whether or not any Project Funds have been expended with respect to such Project.

Article 5. Breach/Remedies

A. Notice and Cure. In the event of a Breach of this Agreement, the aggrieved party shall give written notice of Breach of Agreement to the other party, explaining the action to be taken and the reasons therefore, including any violations, deficiencies, or areas of non-compliance that must be corrected. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, MFA may exercise any of the remedies described in **Articles 4** and **5** of this Agreement, provided that for disputes related to curable breaches, MFA shall, endeavor to resolve the dispute through the dispute resolution process described **Article 26** of this Agreement. If a LURA is recorded failure to comply with the Terms of the LURA, if not cured within 30 days after delivery of written notice shall constitute and "Event of Default" under the LURA and MFA shall be entitled to specifically enforce the LURA. Notwithstanding any provision of this Agreement to the contrary, MFA, in its discretion, need not provide notice or a cure period and or follow the dispute resolution process described in **Article 26** and may immediately terminate this Agreement, in whole or in part, or institute any other remedy in this Agreement in order to protect Project Funds or the public interest of the state of New Mexico.

B. MFA Remedies. If Grantee or any of its subcontractors fails to comply with the terms of this Agreement, MFA may exercise all its remedies under **Article 4** of this Agreement, and any other remedies that may be available at law or in equity, in its discretion, concurrently or consecutively, including but not limited to:

1) Withhold Project Funds. MFA may temporarily withhold reimbursements pending correction of the deficiency by the Grantee.

2) Disallow Costs. MFA may disallow all or part of any cost of the Project that is not in compliance with this Agreement.

3) Reduction/Withdrawal of Project Funds. MFA may reduce or withdraw any Project Funds committed under this Agreement.

4) Mandatory Repayment of Funds. Require the Grantee to repay Project Funds expended under this Agreement within 60 days after written demand from MFA.

5) Legal Proceedings. If the Grantee refuses or fails, as determined by MFA, to satisfactorily correct any compliance deficiencies or violations, MFA may require repayment of Project Funds expended on the Project for which Grantee has failed to correct such deficiencies or violations and MFA may initiate legal proceedings against Grantee for recovery of Project Funds and, where appropriate, damages, and/or foreclosure proceedings against the Property and Projects developed, acquired, or acquired and rehabilitated using Project Funds under this Agreement.

6) Specific Performance. If an Event of Default has occurred and continues uncured beyond the end of the cure period, MFA may compel specific performance of the LURA, if a LURA has been recorded.

7) Debarment and Suspension from Future Participation. MFA may bar the Grantee from future participation in the Program and other affordable housing Projects which MFA manages or controls.

8) Indemnity. Grantee accepts full responsibility and liability for the **Scope of Work**, as described in **Article 2** of this Agreement, and for the proper obligation and expenditure of Project Funds under this Agreement and shall defend, hold harmless and indemnify MFA, and the state of New Mexico against any and all claims or liabilities, including attorneys' fees and costs of litigation, arising out of Grantee's performance of or failure to perform the **Scope of Work** or arising out the Project developed under the **Scope of Work** or for which Project Funds have been expended.

C. Grantee Remedies. If MFA is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period described in this Article, and completion of the dispute resolution process described in **Article 26** of this Agreement shall have all remedies available to it at law and in equity.

Article 6. Land Use Restriction Agreement / Transfers.

A. Land Use Restriction Agreement / Affordability Period. A Land Use Restriction Agreement ("LURA"), in the form attached hereto as **Schedule A**, restricting the use of the property during the Affordability Period as defined therein, will be recorded against the real property which is more particularly described therein ("Property") and which Property is associated with the Project.

B. Sales and Other Transfers. Grantee will not, without the prior written approval of MFA, sell, trade, transfer, assign, exchange or otherwise dispose of the Property (except for leases of individual Project units to tenants) or change the ownership of Grantee or Grantee's partner(s) or member(s), as applicable, prior to expiration of the Affordability Period. For purposes of this Agreement: (i) any sale, trade, transfer, assignment, exchange or other disposition of all or any substantial part of the Property or interests in the Property is a "transfer"; (ii) the conversion or attempted conversion of the Property into a condominium, planned unit development or other similar development is a "transfer"; (iii)) the transfer of any owner's interest in Grantee to any other existing owner of Grantee, including, without limitation, the transfer of a limited partner's interest in a limited partnership to an affiliated entity, is not a "transfer"; and (iv) removal and replacement of Grantee's managing member, if Grantee is a limited liability company or general partner, if Grantee is a limited partnership, in accordance with Grantee's governing documents and provided that Lender is notified beforehand at the address in Article VIII 6, is not a "transfer," except that any permanent successor to the managing member or general partner (as the case may be) that is not an affiliate of the investor member or investor limited partner will require the prior written consent of Lender (not to be unreasonably withheld). "Affiliate" for this purpose means any individual or entity that controls, is controlled by, or is under common control with Grantee, limited partner or investor member, as applicable. Any transferee will enter into an agreement, in a form acceptable to Lender, assuming all Obligations of Grantee under the LURA and under this Agreement.

Article 7. Records and Audit

A. Required Records. The Grantee will maintain adequate financial accounting, Project and Project records for no less than seven (7) years after the expiration date or termination date of the Agreement, whichever is later, including records required by MFA to permit MFA to fulfill its obligations under the Laws and Rules.

B. Inspection. The Grantee and any approved Subcontractor shall maintain all Project records in accordance with the Laws and Rules. These records shall be subject to inspection by MFA, the State Auditor, and by members of the public as required by the Laws and Rules, MFA's Request to Inspect Documents Policy, or state law.

C. Right to Review Payment Requests. MFA shall have the right to audit Requests for Reimbursement and all disbursements before and after payment to the Grantee. Payment under this Agreement shall not negate MFA's rights to recover excessive or illegal payments or payments made for ineligible activities. The Grantee and any approved Subcontractor shall maintain strict accountability of all Project Funds disbursed to them.

D. Annual Audit. Per state procurement requirements, all entities receiving federal or state funding from MFA must provide an annual independent financial audit or audited financial statements. Any agency, as such term is defined in Section 12-6-2 NMSA 1978, is encouraged to request multiple year proposals for no more than eight years, for audit and AUP services, provided however, that the term of the contract for audit services shall be for one year, as required by the State Auditor pursuant to 2023 Audit Rule (2.2.2 NMAC – March 28, 2023). All other entities must procure no more than every eight years as outlined in N.M. Admin. Code Section 2.2.2.8 G(1)(b).

Article 8. Headings Not Controlling

Headings for Articles of this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

Article 9. Right to Data

A. Use of Information. MFA and persons authorized by MFA may duplicate, use, and disclose for approved purposes, data delivered or furnished by the Grantee to MFA under this Agreement.

B. Irrevocable License. The Grantee hereby grants to MFA and persons authorized by MFA a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform and dispose of all data or inventions now or hereafter covered by copyright or patent, provided however, that with respect to data not originated in the performance of this Agreement, such license shall be granted only to the extent that the Grantee has the right to grant such license without becoming liable to pay compensation to others because of such grant.

C. Privacy and Confidentiality. The Grantee shall exert all reasonable effort to advise MFA at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein, and of all portions of such data copied from work not composed or produced in the performance of this Agreement and not licensed under this Agreement. The Grantee shall indemnify and hold MFA harmless from and against any loss, cost, liability, or expense arising out of the violation or alleged violation of any patent, copyright, trade secret or other property right of any third party.

Article 10. Subcontracting

A. Subcontracting Prohibited. The Grantee shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of MFA. If approved by MFA, the Grantee shall be solely responsible for the performance of any subcontractor under such subcontract(s). Use of a subcontractor shall not relieve Grantee of any obligation under this Agreement for any reason, including but not limited to a subcontractor's bankruptcy, insolvency or other inability to perform the services required under any subcontract.

B. Subcontracting Contract Requirements. To the extent, MFA approves a Grantee subcontracting any portion of the services to be performed under this Agreement, the Grantee shall require that all subcontractors and recipients of Project Funds shall make the certifications and disclosures required under **Articles 16 Conflict of Interest** and **18 Interest of Members of Local Governing Bodies**.

Article 11. Assignment

The Grantee shall not assign or transfer any rights, duties, obligations or interest in or to the proceeds of this Agreement without the prior written approval of MFA. If approved, any assignee will be subject to

all terms, conditions and provisions of this Agreement. No such approval by MFA of any assignment shall obligate MFA for payment of amounts in excess of the Project Funds.

Article 12. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations or authorizations being made by the Legislature of the state of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall be subject to termination or amendment. Termination will go into effect by MFA sending written notice to the Grantee. MFA's decision as to whether sufficient appropriations or authorizations exist shall be accepted by the Grantee and shall be final and binding. To the extent that the Legislature of New Mexico may modify the amount of appropriation available for the performance of this Agreement, MFA shall have the right to amend the Scope of Work, in its discretion.

Article 13. Release

A. Release of Authority. Upon final payment of the amounts due under this Agreement, the Grantee shall release MFA, its officers and employees from all liabilities and obligations whatsoever under or arising from this Agreement.

B. Continuing Liability of Grantee. Payment to the Grantee by MFA shall not constitute final release of the Grantee. Should audit or inspection of the Grantee's records subsequently reveal outstanding Grantee liabilities or obligations, the Grantee will remain liable to MFA for such obligations. Any payments by MFA to the Grantee will be subject to any appropriate recoupment by MFA.

Article 14. Amendment

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

Article 15. Scope of Agreement

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 understandings, verbal, or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

Article 16. Conflict of Interest

The Grantee warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement, and further warrants that signing of this Agreement will not be creating a violation of the Governmental Conduct Act, Section 10-16-1 NMSA 1978 et seq. The Grantee shall further abide by any

conflict-of-interest laws as set forth in applicable Federal Laws and Rules and shall comply with MFA's Third-Party Code of Conduct which can be found at https://housingnm.org/rfps/rfps-rfqs.

Article 17. State Prohibitions

No local, state or federal employee or official shall be permitted to obtain any benefit that may arise from this Agreement. Pursuant to Sections 13-1-191, 30-24-1 et seq., and 30-41-1 through 30-41-3 NMSA 1978, the receipt or solicitation of bribes, gratuities and kickbacks is strictly prohibited. Should MFA determine that the Grantee has violated any of these provisions, MFA may terminate this Agreement, in addition to pursuing any other applicable penalties.

Article 18. Interest of Members of the Local Governing Bodies

No member, officer or employee of the Grantee, no member of the governing bodies in the jurisdiction in which the Grantee operates and no other public official of such locality or localities who exercises any function or responsibilities with respect to any Project for which Project Funds are provided under this Agreement, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any proceeds or benefits arising from such Project or the Project Funds allocated thereto.

Article 19. Confidentiality

Confidential information, as defined in state or federal law, code, rules, or otherwise applicable by professional codes of conduct or ethics, regarding recipients, services or providers, provided to, or developed by the Grantee, shall not be made available to any individual or organization by the Grantee without the prior written approval of MFA. The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of MFA's or Grantee's responsibilities with respect to services rendered hereunder is prohibited, except on written consent of the client, their attorney or their responsible parent or guardian. The Grantee agrees to ensure the confidentiality of the name of any individual assisted under this Agreement and any other information regarding the individuals receiving assistance through Project Funds.

Article 20. Insurance

Kinds and amounts of insurance required are as follows:

Commercial General Liability Insurance. The Parties both recognize that the City of Las Cruces ("Grantee") is a New Mexico home rule municipal corporation, and is self-insured for all risks for which immunity has been waived under the New Mexico Tort Claims Act ("Act"). The City maintains a public liability fund with an adequate level of funding to cover its liabilities under the Act. As required by NMSA 1978, Sec. 41-4-20(B) of the Act, the New Mexico Department of Finance and Administration shall not approve the budget of any governmental entity that has not budgeted an adequate amount of money to insure or otherwise cover pursuant to NMSA 1978, Sec. 41-4-20(B) or Sec. 3-62-2, every risk of the governmental entity for which immunity has been waived under the provisions of the Act or liability imposed under NMSA 1978, Sec. 41-4-4. Grantee further states that its public liability fund is and will continue to be adequately funded to provide insurance coverage for its liability exposure under the Act.

B. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the state of New Mexico.

Article 21. Licensing/Permits

The Grantee shall obtain and maintain at all times during the term of this Agreement any and all licenses which are required by the city, county, state, or otherwise, for the operation of its business and the performance of any services provided hereunder. The Grantee shall furnish MFA with a copy of any such licenses at the time of contract execution. Grantee agrees to obtain and maintain all necessary permits for intended improvements or activities for the Project and for the operation of the Project.

Article 22. Nonprofit Registration

If Grantee is a nonprofit organization, as a condition of entering into this Agreement and of the payment of Project Funds under this Agreement, Grantee must register with the Registry of Charitable Organizations of the Office of the New Mexico Attorney General and keep such registry current during the term of this Agreement, all as required under the Charitable Solicitations Act, Section 57-22-1 NMSA 1978 et. seq., and the New Mexico Attorney General's Office. On no less than an annual basis, Grantee shall provide to MFA proof of its continuing registration.

Article 23. Status of Grantee

A. Independent Grantee. The Grantee, its agents and employees are not employees of MFA or the state of New Mexico. The Grantee and its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefits afforded to employees of MFA or the state of New Mexico.

B. Grantee Shall Not Bind MFA. Grantee shall not purport to bind MFA, its officers or employees nor the state of New Mexico to any obligation not expressly authorized herein.

Article 24. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico. The Grantee consents to the jurisdiction of the Courts of the state of New Mexico. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed to have no effect.

Article 25. Notices

All notices required to be given to MFA under this Agreement shall be sent to MFA's Project Manager or designee:

Daniela Freamon
New Mexico Mortgage Finance Authority
344 Fourth Street SW
Albuquerque, NM 87102
Phone: (505) 767-2277or toll-free statewide (800) 444-6880
E-mail: dfreamon@housingnm.org

TTY/Voice: 711, or if no answer
1-800-659-8331 (English) OR 1-800-327-1857 (Spanish)

All notices required to be given to the Grantee under this Agreement shall be sent to:

Name: Ikani Taumoepeau

Title: City Manager

Agency Address: 700 N. Main St.

City, State, Zip: Las Cruces, New Mexico 88001

Contact Email: itaumoepeau@lascruces.gov

A notice shall be deemed duly given upon delivery, if delivered by hand, or three days after posting, if sent by first class mail, with proper postage affixed. The parties may change the contact information shown in this **Article 25** by sending written notification to the other party. A change of contact information shall be effective upon delivery. By signing this Agreement Grantee agrees to accept and be bound by notices addressed to the individual first shown above, or if Grantee updates the individual to whom notices are to be sent, by such successor.

Article 26. Disputes

A. Order of Precedence for Clarification. In the event of a dispute under this Agreement, the applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1) Agreement Amendments, in reverse chronological order, followed by;

2) The Agreement, including all Exhibits appended thereto, followed by;

3) The Grantee's Program Application, followed by; and

4) The NOFA, including attachments thereto and written responses to questions and written clarifications.

B. Dispute Process. The Dispute Process for curable breaches of this Agreement is as follows:

Note: The following procedural outline is provided by MFA to inform Grantees and approved Subcontractors of the general procedural steps that MFA may make available to resolve a dispute between MFA staff and a Grantee or approved Subcontractor related to curable breaches of this Agreement; however, the process outlined below does not constitute a contractual obligation to which MFA must adhere and does not create a right that any Subcontractor or Grantee may claim. Strict adherence to the procedural steps outlined below is not guaranteed and shall be dependent upon the availability of MFA staff identified as decision makers in the process. Nothing in this **Article 26** shall prevent MFA from availing itself of any remedy available under **Articles 4 and 5** of this Agreement, and in particular where MFA

determines in its sole discretion that a remedial action is necessary to protect Project Funds, or the public interest.

1) All efforts should first be made to resolve the dispute through discussion between the Project Manager and the Grantee that is party to the dispute. Should efforts at achieving a resolution fail, an initial written notice of the dispute including all relevant references and proposed provisions for relief should be provided by either the Project Manager or Grantee, within 30 days of the activities or incidents underlying the dispute, to MFA's Director of Policy and Planning ("D.P.P."). The Dispute Notice must be furnished at the same time to the other party to the dispute.

2) The other party to the dispute will provide a written response to the initiating party and D.P.P. within ten (10) working days from receipt of the Dispute Notice.

3) The D.P.P. may request supplemental information from either party to the dispute, or other parties related to the administration of this Agreement within ten (10) working days from the receipt of the response to the Dispute Notice.

4) The Project Manager and the Grantee will provide the requested supplemental information to the D.P.P. within five working days of the D.P.P.'s request for supplemental information.

5) The D.P.P. will provide a written resolution of the dispute to the parties within fifteen (15) working days of the receipt of all information.

6) Should either party be dissatisfied with the D.P.P's written resolution, the parties may make a final appeal to a committee comprised of MFA's Executive Director, Chief Financial Officer, Chief Housing Officer, and Chief Lending Officer (the "Appeals Committee"), within five (5) days of receipt of the Chief Housing Officer's written resolution. The Appeals Committee will thereafter request and receive all information on the dispute that is in the possession of the Chief Housing Officer. The Appeals Committee will provide a final written resolution of the dispute to the parties within fifteen (15) working days of receipt of all information.

C. Grantee Performance Pending Final Determination. Pending final determination of any dispute hereunder, the Grantee shall proceed diligently with the performance of the Agreement and in accordance with the Agreement.

D. Waiver/Grounds for Termination. The Grantee's failure to follow the procedure set out above shall be deemed a waiver of any claim, which the Grantee might have had. Failure of Grantee to timely respond to a notice of dispute initiated by MFA's Project Manager shall be grounds for termination of this Agreement.

Article 27. Statutes, Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

Article 28. Schedules

The following Schedules to this Agreement are made a part hereof whether physically attached hereto or executed separately by the parties hereto and described as Schedules by reference to this Agreement. Schedules are required to be completed by Grantee and attached to this Agreement prior to MFA's execution of this Agreement.

Schedule A **Land Use Restriction Agreement**
Schedule B **Scope of Work**
Schedule C **Budget**
Schedule D **Schedule of Completion**
Schedule E **Request for Reimbursement**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature.

MORTGAGE FINANCE AUTHORITY

By: Robyn Powell
Robyn Powell
Its: Director of Policy Planning
Date: 01/21/25

«GRANTEE»

By: [signature]
Its:
Date: 2/1

APPROVED AS TO FORM:
City Attorney 2/14/25

Schedule A
Land Use Restriction Agreement (LURA)

[LURA BEGINS ON NEXT PAGE]

EXHIBIT A

LEGAL DESCRIPTION

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

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

EXHIBIT A

LEGAL DESCRIPTION

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

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

Schedule B
Scope of Work

Funds are awarded to the City of Las Cruces for construction costs related to hard construction and energy-efficient upgrades of the Amador Crossing Housing Complex. Eligible expenses can include site preparation, utilities, building construction, interior/exterior finishes, installation of energy-efficient HVAC systems, windows, appliances, water-saving plumbing fixtures, labor, and project management costs.

Amador Crossing will prioritize individuals and households earning below 80% of the area median income (AMI), with a focus on those experiencing homelessness or at risk of becoming homeless. Project-based voucher (PBV) units will cater to households earning at or below 50% AMI.

Schedule C
Budget

Housing Innovation Award	
Construction of the Facility	$1,000,000
Interior/ Exterior Finish	$500,000
Total	**$1,500,000**

Schedule D
Schedule of Completion

Contract Execution	January 2025
Project Completion	January 2027

Schedule E
Request for Reimbursement

Request for Reimbursement
New Mexico Mortgage Finance Authority

NM HOUSING TRUST FUND
SEVERANCE TAX BONDS

Method of Reimbursement - CHECK ONE
____ Direct Deposit*
____ Check
____ Wire*
* attach deposit/wiring instructions

STB Project #STB23SA H5906

INVOICE # _____

Recipient/Payee Name:			
Contact Person:			
Phone:		**Email:**	
Tax ID:		**Loan/ Contract Number:**	
Mailing Address:			

Award Amount	Current Expeditures	YTD Expenditures	Balance Available

FOR MFA USE ONLY (Forward completed form to ACCOUNTING)

STB Certified Use:
STB Activity Allocation:

FOR DIRECT DEPOSIT OR WIRE, ATTACH COMPLETED ACH/WIRE FORM TO REQUEST

	Property Name & Address Borrower Name	Final (Y/N)	Amount Requested

I hereby certify that the total amount due of $ 0.00 is true, correct, and was expended in the performance of services related to the completion of the Scope of Work for the Agreement.

Authorized Official Signature (Payee)	**Date**
Processor Signature/Program Manager Initials (MFA)	**Date**
MFA Approval Signature	**Date**

FOR MFA ACCOUNTING USE ONLY

Grants: 6600-40-8003-5480-_____
Loans: 2340-40-8003-5480-_____

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

Notice to Proceed

January 24, 2025

Mr. Andrew Wray
Mesilla Valley Metropolitan Planning Organization
201 N. Church St., Suite B-100
Las Cruces, NM, 88005
Via Email: awray@lascruces.gov

RE: Notice to Proceed (NTP) for Mesilla Valley Metropolitan Planning Organization MVMPO Transportation System Data Collection and Reports

Dear Mr. Wray:

This letter authorizes the Mesilla Valley Metropolitan Planning Organization (MVMPO) to seek reimbursement from the New Mexico Department of Transportation (NMDOT) for the MVMPO Transportation System Data Collection and Reports. The total authorized amount is shown below.

Contract/Cooperative Agreement No	D20488
Project/Control No	P125000
Vendor No	54342

Federal Fiscal Year	SPR-A Funds (Federal)	Local Match	Total
2025	$56,000	$14,000	$70,000
2026	$56,000	$14,000	$70,000
Total	$112,000	$28,000	$140,000

This NTP is effective January 24, 2025, and terminates on September 30, 2026. If you have any questions, please contact Valerie A. Sherman, NMDOT Government to Government Liaison, at 505-670-8259 or valerie.sherman@dot.nm.gov

Sincerely,

DocuSigned by:
Jessica Griffin
6978493CC96E488...

Planning Division Director

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Attachment

Federal Award Identification Information (2 CFR § 200.331-332)

(i) Sub-recipient name (which must match the name associated with its unique entity identifier)	**Mesilla Valley Metropolitan Planning Organization**
(ii) Sub-recipient's unique entity identifier (UEI)	**J3ZLWA2K1X47 (Please note this is the City of Las Cruces' UEI, MVMPO's Fiscal agent)**
(iii) Federal Award Identification Number (FAIN)	**693JJ22530000Y550NMP125000**
(iv) Federal Award Date of award to the recipient by the Federal Agency	**12/06/2024**
(v) Sub-award Period of Performance Start and End Date	**Effective January 24, 2025 and terminates on September 30, 2026**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the sub-recipient	**$112,000**
(vii) Total Amount of Federal Funds Obligated to the sub-recipient by the pass-through entity including the current obligation	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	**Support for MVMPO Traffic Count Program, Data Collection, Analysis, and Processing**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	**FHWA** **New Mexico Department of Transportation** **Valerie A. Sherman** **505-670-8259** **valerie.sherman@dot.nm.gov** **750 N Solano Dr., Las Cruces, NM 88005**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement	**20.205, Highway Planning and Construction**
(xii) Identification of whether the award is R&D; and	**N/A**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per 200.414 Indirect (F&A) costs).	**N/A**

Subgrantee Name: City of Las Cruces
Subgrantee Agreement Number: 22-JAG-LACRC-SFY25
Award Amount: $37,350.00
Subgrantee UEI Number: J3ZLWA2K1X47
Grant Term: January 1, 2025 – June 30, 2025

2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

This Subgrant Agreement made effective January 1, 2025, by and between the New Mexico Department of Public Safety, acting through the Administrative Services Division - Grants Management Bureau (GMB) herein referred to as the "**BUREAU"** and the **City of Las Cruces**, serving as the Fiscal/Fiduciary Agency for the **Las Cruces Police Department,** as the Program herein, jointly referred to as the "**SUBGRANTEE.**"

WHEREAS, this Subgrant Agreement is made by and between the Bureau and the Subgrantee, pursuant to The Edward Byrne Memorial Justice Assistance Grant (JAG) Program, specifically authorized under 34 U.S.C. §§ 10151 - 10158, (CFDA #16.738) which is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

WHEREAS, the New Mexico Department of Public Safety is the designated State Administering Agency (SAA) in New Mexico that may apply for the JAG formula grant and administer funds to other state agencies and local units of government. The NMDPS is responsible for conducting coordinated and transparent strategic planning, along with the implementation of structural reforms that improve the administration of justice. Strategic planning is utilized to analyze crime trends, evaluate the priorities of all segments of the criminal justice system, set out a plan for reducing crime and victimization, and guide the use of the grant funds. The Bureau is, therefore, responsible for: coordination of JAG funds among state and local justice initiatives; preparation and submission of the state JAG application; administration of JAG funds including establishing funding priorities; distribution of funds; supervision of the Subgrantees' compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to subgrantees; and is responsible for submitting financial reports, programmatic reports, performance measures, any other necessary subgrant information, and closes out the awards to BJA. The Bureau is responsible for the fiscal management of this award and will provide leadership and technical assistance to all subgrantees in identifying programmatic needs, preparing JAG subgrant proposals, and administering JAG subgrant awards; and

WHEREAS, it is necessary for the subgrantee to enter into this Subgrant Agreement with the Bureau in order to receive and expend funds from the JAG Program for the purpose of implementing activities that qualify for funding under the JAG Program; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE: PURPOSE

1. The purpose of the Agreement is to specify and delineate the rights and duties of the parties hereto as described in the 2022 JAG program solicitation, and any other relevant rules, laws, and regulations. JAG funds may be used for state and local initiatives, technical assistance, training, personnel, law enforcement overtime, equipment, supplies, contractual support, and information systems for criminal justice. The award shall not be used for research and development. The funding for the 2022 JAG award is as follows:

Federal Award Identification Number: 15PBJA-22-GG-00626-JAGX
Award Date: September 16, 2022
Amount Awarded: $1,953,303.00
Total Subgrantee Pass through: $1,757,973.00
Federal Award Identification Number: 107000275
CFDA #16.738

2. The NMDPS and the New Mexico Drug Enforcement Advisory Council (DEAC) have vetted the adoption of two main purpose areas for the 2022 Byrne JAG grant application. Program purpose areas for the FY2024 funding cycle have been limited to:

A. Law Enforcement Programs

B. Prevention and Education Programs

SECTION TWO: SCOPE OF WORK

- The subgrantee agrees that it shall implement its program as detailed in their submitted 2022 Edward Byrne Justice Assistance Subgrant (JAG) Program Application (attached and incorporated herein as Attachment A). Specifically, the subgrantee shall use grant funds to achieve the following goals and objectives.
  - **Goal #1** – Purchase 10 bulletproof windshields for police units responding to high risk and violent crime.
    - **Objective**: Complete purchase, receipt, and installation of windshields within 6 months of grant award.
  - **Approved Grant Funding for Implementation of Goals and Objectives is as follows:**
    - **Bulletproof Windshields $37,350.00**

TOTAL FUNDING = $37,350.00

- The subgrantee agrees to, at a minimum, demonstrate an emphasis on effective, evidence-based strategies that use intelligence and all available data to focus on reducing violent crime and drug trafficking. A detailed program description is incorporated herein as part of the Subgrantee's Application (attached and incorporated herein as Attachment A).
- The subgrantee agrees to provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.

SECTION THREE: TERMS OF THIS SUBGRANT AGREEMENT

1. This Subgrant Agreement shall become effective January 1, 2025, and shall terminate on June 30, 2025.
2. The subgrantee may not obligate, expend, or request any funds under this award until a budget reflecting the final award amount has been received and approved by the Bureau; and
3. The Bureau shall evaluate the subgrantee's program's progress to determine if the subgrantee is on track to expend funds by the end of the Subgrant Agreement period. Spending reviews are scheduled to occur at mid-year and after the third quarter of the grantee period. If it appears funds will not be fully expended by the end of the Subgrant Agreement period, the Bureau will make a recommendation to the DEAC Budget and Funding Sub-Committee to amend the Subgrant Agreement's budget in an effort to revert funds. This action may occur prior to the end of the Subgrant Agreement period to allow for funding to become available for other subgrantee programs.

   A. If extenuating circumstances exist, applicants may petition the DEAC Budget and Funding Sub-Committee for relief from the reversion of unexpended funds.

B. Upon review and analysis of the petition, the Budget and Funding Sub-Committee through the Bureau shall forward their recommendation to the Secretary of the Department of Public Safety for disposition.

C. In all cases, the Secretary of the Department has the final authority in determining if the reversion shall occur.

4. This Subgrant Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document, or its amendments, is not part of this Subgrant Agreement and not enforceable pursuant to this Subgrant Agreement. Performance of all duties and obligations herein shall conform with, and shall not contravene, any state, local, or federal statutes, regulations, rules, or ordinances.

5. In the event that, due to unusual circumstances, it becomes apparent that this agreement cannot be brought to full completion within the time period set forth in this Section, the Subgrantee shall notify the Bureau, in writing, at least forty-five (45) calendar days prior to the termination date of this Agreement to request a Subgrant Agreement extension.

SECTION FOUR: SUBGRANTEE DUTIES AND RESPONSIBILITIES

Subgrantee must adhere to the following duties and responsibilities, and other terms and conditions under this Subgrant Agreement in order to receive the compensation described in Section Five.

1. Act in the capacity as the fiduciary for this Program.
2. Include the Subgrant Agreement number on all correspondence and submittals to the Bureau.
3. Have the program commenced and operational within ninety (90) days of the last signatory executing this Subgrant Agreement. If the subgrantee's program has not commenced or is not operational within ninety (90) days, the subgrantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, subgrantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the subgrantee's program, at the Bureau's discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs.
4. Submit all program-related contracts, subcontracts, agreements, and subsequent contracts to the Bureau for review and approval prior to execution.
5. Provide the Bureau for its review for compliance and approval in writing, prior to any overtime being reimbursed, the overtime policy for all participating agency(s), if applicable.
6. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Subgrant Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the subgrantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Subgrant Agreement.
7. Understand and agree that the Bureau, Department of Justice (DOJ) (including OJP and the Office of the Inspector General (OIG)) and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents in any form) related to this award, including such records of any Subgrantee, contractor, or sub-contractor.
8. Understand and agree that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the subgrantee (or of any contractor or sub-contractor) regarding transactions related to this award.
9. Have both fiscal and programmatic personnel attend trainings when provided by the Bureau.
10. The subgrantee agrees they will submit to the Bureau for review and approval any curricula, training materials, or other written materials that will be published, including web-based materials and web site content, or any

publications (written, visual, or audio, but excluding press releases, notices, newsletters, and issue analyses) issued by the subgrantee describing programs funded in whole or in part by this agreement. The subgrantee shall submit the above-stated material to the Bureau at least forty-five (45) working days prior to the targeted dissemination date or public release.

11. The subgrantee agrees to have a representative attend quarterly Drug Enforcement Advisory Council (DEAC) meetings and be able provide a report on program progress if requested.

12. The subgrantee agrees to submit the minutes from all quarterly Region Board meetings to the Bureau;

13. The Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the subgrantee prior to each visit. Further, the subgrantee understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

14. Per 2 C.F.R. §200.313 requirements, post-award property standards will continue to be managed for all equipment purchased with Federal grant funds over $5,000.00. The NMDPS GMB requires that Property/Equipment Inventory Reports continue to be provided annually by the deadline of January 30 until disposition of all property/equipment purchased with these grant funds with a fair market per-unit value of over $5,000.00, or it is transferred, replaced, or otherwise disposed of. No property or equipment shall be disposed of without prior approval by the NMDPS GMB. Records for property and equipment acquired with Federal funds must be retained for (3) three years after the close of the grant award. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its Subgrantee(s) with Subgrant Agreement funds, will be governed by the provisions of NMAC 2.20.1 and 45 CFR 74.34 or 45 CFR 92.32, as applicable.

15. The subgrantee should enforce the federal law that protects federal employees against reprisal for whistleblowing. A whistleblower is an employee of Federal contractor, subcontractor or grantee who discloses information that the individually reasonably believes is evidence of gross mismanagement of a Federal contract or grant; gross waste of Federal funds; abuse of authority relating to Federal contract or grant; substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

    In addition, under the National Defense Authorization Act of 2013 (NDAA), it is illegal for an employee of a Federal contractor, subcontractor, or grantee to be discharged, demoted or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

    In the event that a DOJ contractor, subcontractor and grantee report allegations of what they reasonably believe to be wrongdoing, and believe that retaliation has occurred, they may file a complaint under the NDAA with the OIG which will investigate the matter. Information on how to report suspected reprisal to the OIG is available at: http://oig.justice.gov/hotline/.

    For further information about whistleblower rights and protections, please see the Whistleblower Protection page on OIG's website at: https://oig.justice.gov/hotline/whistlblower-protection.htm.

16. The subgrantee agrees that funds received under this award will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities. The subgrantee understands that the Bureau will not reimburse any portion of salaries paid for existing general fund employees/staff.

SECTION FIVE: SUBGRANTEE COMPENSATION AND PAYMENT

1. Upon approval of the subgrantee's satisfactory completion of all work and services required to be performed under the terms of this Subgrant Agreement, and in compliance with all other Subgrant Agreement terms herein stated, the Bureau shall reimburse the subgrantee a sum up to, and not to exceed **$37,350.00**.

2. **All payments shall be made on an actual cost reimbursement basis.** The subgrantee shall submit a completed Request for Reimbursement (RFR) form along with all appropriate supporting documentation.

   A. RFR forms shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month in which there were grant expenditures.

   B. A Final RFR must be submitted to the Bureau for review and approval no later than thirty (30) days following the termination date of this Subgrant Agreement. Failure by the subgrantee to timely submit the final RFR, including all supporting backup documentation, may result in an Administrative Closeout by the Bureau. If an Administrative Closeout takes place, any remaining expenditures may not be reimbursed, which may have a negative effect on Subgrantee's ability to obtain funding in the future.

   C. If there are no expenditures to claim on an RFR, the subgrantee is required to complete the RFR coversheet indicating zero expenditures are being claimed for that month.

   D. No RFR will be processed if, in the judgment of the Bureau, the subgrantee is in violation of any section of this Subgrant Agreement.

3. The subgrantee understands and acknowledges that Reimbursement of travel expenses, if applicable, will be reimbursed per the New Mexico State Per Diem and Mileage Act (10-8-1 through 10-8-8 NMSA 1978), subgrantee's approved travel policy, or the approved federal rates per GSA. Agencies will provide backup to support travel expenditures including but not limited to itemized receipts and/or invoices.

4. Upon the completion of this Agreement, any portion of subgrantee's unexpended funds revert back to the New Mexico Department of Public Safety.

5. No matching requirement exists for this program.

SECTION SIX: SUBGRANTEE REPORTING REQUIREMENTS

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the subgrantee is required to complete and submit programmatic reports.

1. The subgrantee shall submit Quarterly or Semiannual Progress Reports. Progress reports shall be submitted within 15 days after the reporting period ends, for the life of the award to the Bureau for review and approval. The final report will be due no later than fifteen (15) days after expiration of funding. The schedule is as follows:

   Quarterly: July 1st – September 30th, Progress Report due October 15th

   Quarterly: October 1st – December 31st, Progress Report due by January 15th

   Quarterly: January 1st – March 31st, Progress Report due by April 15th

   Quarterly: April 1st – June 30th, Progress Report due by July 15th

   OR

   Semiannual: January 1st – June 30th, Progress Report due July 15th

   Semiannual: July 1st – December 31st, Progress Report due January 15th

   The Bureau will provide proper guidance for Progress Reports pertaining to this program; and

2. In addition, Monthly Progress Reports must be submitted to the Bureau along with the request for reimbursement. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future high-risk designation.
3. The subgrantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Bureau. The Bureau will notify the subgrantee of any additional reporting requirements as they are imposed.
4. The subgrantee understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis;
5. The subgrantee must collect, maintain, and provide to the Bureau data that measures the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by the Bureau. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Bureau, by written notice to the subgrantee, shall have the right to terminate this agreement if, at any time, in the judgment of the Bureau the provisions of this agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand a refund of all or part of the funds dispersed to the subgrantee. The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on subgrantee for the following reasons:

1. Pursuant to 28 C.F.R. Part 18, the Bureau may suspend or terminate funding under this award before the completion of the project funded by this award for the subgrantee's failure to comply with the certifications and conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the subgrantee will be unable to draw down funds until the Bureau determines that the Subgrantee is in compliance;
2. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law;
3. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding;
4. Failing to submit reports required by Section Six; or
5. Filing a false certification with the application, this Subgrant Agreement, or in other reports or documents.
6. The subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
7. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the Subgrantee's Application;
8. Failing to adhere to the requirements in this Subgrant Agreement;
9. This Subgrant Agreement may be terminated by the subgrantee upon written notice delivered to the Bureau at least thirty (30) days in advance. Such termination does not nullify subgrantees obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this subgrant agreement shall be in effect until completed, unless terminated early pursuant to this Subgrant Agreement.

Before imposing sanctions, the Bureau will provide reasonable notice to the subgrantee of its intent to impose sanctions and will attempt to resolve the issue in an expeditious manner.

SECTION EIGHT: SUBGRANTEE CERTIFICATIONS AND CONDITIONS

As a requirement in accepting this award, all Subgrantees must adhere to the following.

1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)
   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

   Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact the Bureau for guidance, and may not proceed without the express prior written approval of the Bureau.

2. Applicability of Part 200 Uniform Requirements
   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   Record retention and access: Records pertinent to the award that the subgrantee must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subgrantee (and any subrecipient at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subgrantee is to contact the Bureau or OJP promptly for clarification.

3. Requirement to report actual or imminent breach of personally identifiable information (PII)
   The subgrantee (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)
   (a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or

(b) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Bureau no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

5. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the subgrantee, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period – may result in the Bureau or OJP taking appropriate action with respect to the subgrantee and the award. Among other things, the Bureau or OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

6. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subgrantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

7. Compliance with DOJ regulations pertaining to civil right and nondiscrimination- 28 C.F.R. Part 42
The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

8. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

9. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
The subgrantee (at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

   The subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

   Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the Bureau for guidance.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
The subgrantee, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

9. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the subgrantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The subgrantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

10. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The subgrantee agrees to comply with the DOJ Grants Financial Guide.

11. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

12. Employment eligibility verification for hiring under the award

A. The subgrantee (and any subrecipient at any tier) must—

1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subgrantee properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
2. Notify all persons associated with the subgrantee (or any subrecipient) who are or will be involved in activities under this award of both—
   a. this award requirement for verification of employment eligibility, and
   b. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

B. Monitoring
The subgrantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

C. Allowable Costs
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

D. Rules of construction
1. Staff involved in the hiring process
For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
2. Employment eligibility confirmation with E-Verify
For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subgrantee may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subgrantee uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
3. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
4. Nothing in this condition shall be understood to authorize or require any subgrantee, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subgrantee, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to the Bureau, before award acceptance.

13. Restrictions and certifications regarding non-disclosure agreements and related matters
No subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this award, the subgrantee—
   i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the subgrantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts or both—
   i. it represents that—
      a. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
   ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

14. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award

conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

15. All subawards ("subgrants") must have specific federal authorization

The subgrantee at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

16. Requirements related to System for Award Management and Universal Identifier Requirements

The subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the subgrantee) the unique entity identifier required for SAM registration.

The details of the subgrantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

17. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subgrantee, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subgrantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact the Bureau for guidance, and may not proceed without the express prior written approval of the Bureau.

18. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The subgrantee must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)) and are incorporated by reference here.

19. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subgrantee, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantees or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

20. Reporting potential fraud, waste, and abuse, and similar misconduct

The subgrantee must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the Bureau by--(1) mail directed to: New Mexico Department of Public Safety, Attn: Grants Management Bureau, 4491 Cerrillos Road Santa Fe, NM 87507; (2) email to: DPS.GMS@state.nm.us; and/or (3) at (505) 827-9115 (phone).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

21. Cooperating with OJP Monitoring

The subgrantee agrees to cooperate with the Bureau and OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subgrantee agrees to provide to the Bureau and OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the subgrantee agrees to abide by reasonable deadlines set

by the Bureau and OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subgrantee as a DOJ High Risk grantee; or termination of an award(s).

22. Use of program income

The subgrantee agrees that all income generated as a direct result of this award shall be deemed program income. Program income earned during the project period shall be utilized, in accordance with Federal awarding agency regulations or the terms and conditions of the award, in one or more of the ways:

A. Added to funds committed to the project by the grant awarding agency and recipient and used to further eligible project or program objectives.

B. Used to finance the non-Federal share of the project or program.

C. Deducted from the total project or program allowable cost in determining the new allowable costs on which the Federal share of costs is based (when an agency authorizes the disposition of program income as in 1 or 2, program income in excess of any limits stipulated shall be used this way).

All program income must be reported on a monthly basis on the Request for Reimbursement forms.

23. Justice Sharing Information

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The subgrantee must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The subgrantee must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

24. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

25. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the subgrantee must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The subgrantee may not satisfy such a fine with federal funds.

26. Protection of human research subjects

The subgrantee must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

27. Confidentiality of data
The subgrantee must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

28. Law enforcement task force- required training
Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

29. Justification of consultant rate
Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

30. Compliance with National Environmental Policy Act and related statutes
Upon request, the subgrantee must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the Bureau or by a subgrantee. Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the subgrantee agrees to contact the Bureau.

The subgrantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subgrantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

A. New construction;

B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

D. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subgrantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subgrantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the subgrantee's or its subrecipients' existing programs or activities that will be funded by these award funds, the subgrantee, upon specific request from the Bureau, agrees to cooperate with the Bureau in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

31. Required data on law enforcement agency training
Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

32. Expenditures prohibited without waiver
No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the Bureau and the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

33. Use of funds for DNA testing; upload of DNA profiles
If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from the Bureau in accordance with BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

34. Utilizing award funds for forensic genealogy testing
Subgrantees utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

35. Submission of eligible records relevant to the National Instant Background Check System
Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subgrantee uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subgrantee must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the subgrantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subgrantee compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

36. Prohibition on use of award funds for match under BVP program
JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

37. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards
If subgrantee uses funds under this award to purchase body armor, the subgrantee must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The Bureau must keep signed certifications on file for any subgrantees planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here:
https://nij.ojp.gov/topics/equipment-and-technology/body-armor

38. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

39. The subgrantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

40. In accepting this award, the subgrantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the subgrantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Subgrantees utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

41. <u>De-confliction</u>
A subgrantee shall participate in the case and subject de-confliction process through the New Mexico High Intensity Drug Trafficking Area (HIDTA)/New Mexico Investigative Support Center (NMISC).

42. All funds awarded under this Subgrant Agreement must be used in accordance with federal statutes, regulations, and the terms and conditions of the Federal award.

43. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Bureau determines that the subgrantee is a high-risk grantee.

SECTION NINE: SUBGRANTEE AUDIT REQUIREMENTS

The subgrantee agrees to comply with the 2 C.F.R. 200 Uniform Guidance Subpart F Audit Requirements.

1. The Bureau will review the most recent Audit report as a part of subgrantee monitoring; and

2. The Bureau may request that a Corrective Action Plan be submitted in response to audit findings and recommendations disclosed in the report which may impact the fiscal and/or programmatic management of this grant.

SECTION TEN: AMENDMENTS, MODIFICATIONS, AND SEVERABILITY

1. The subgrantee agrees to make no change in its Application (attached and incorporated herein as Attachment A of this Sub-Agreement), which includes, but is not limited to, subgrantee's goals and objectives and detailed budget, without complying with the Bureau's amendment procedures provided in this Subgrant Agreement and upon the receipt of the Bureau's approval prior to any changes being made.

2. Amendments may be submitted by the subgrantee to request program changes and/or corrections for any programmatic, administrative, or financial change associated with this Agreement;

   a. Upon receipt of the extension request, the subgrantee and the Bureau shall review the work accomplished to date and determine whether there is a need or sufficient justification to amend this Subgrant Agreement to provide additional time for completion of the program. The maximum allowable extension for any program shall be twelve (12) months. An extension is contingent upon the Bureau receiving authorization for the extension of the grant award from the NIJ.

3. The Bureau, by written notice to the subgrantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and

4. The Bureau, by written notice, has the right to deny any amendment or budget modification request.

5. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect; and

SECTION ELEVEN: SUBGRANTEE REPRESENTATIVE

The grant representatives listed below are the Federal Awarding Agency, State Administering Agency, and subgrantee representatives' responsible for overall fiscal and programmatic supervision of the approved program.

FEDERAL AWARDING AGENCY

Office of Justice Programs	Elaine Smokes
807 7th Street NW	State Policy Advisor
Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202)598-7139
Email: askOCR@usdoj.gov	Email: Elaine.smokes@ojp.usdoj.gov

STATE ADMINISTERING AGENCY

Department of Public Safety	Oliver Benavidez
4491 Cerrillos Rd.	4491 Cerrillos Rd.
Santa Fe, New Mexico 87504	Santa Fe, New Mexico 87504
	(505) 479-0507
	oliver.benavidez@dps.nm.gov

SUBGRANTEE REPRESENTATIVES

Sean Mullen, Deputy Chief of Administration	Gabriela M. Prats, Grant Manager
700 N. Main St.	700 N. Main St.
Las Cruces, NM 88001	Las Cruces, NM 88001
(575) 528-4101	(575) 541-2430
smullen@lascruces.gov	gprats@lascruces.gov

SECTION TWELVE: AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Bureau to the subgrantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau's decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

SECTION THIRTEEN: WAIVER

The Bureau or subgrantee's failure to require strict performance of any provision of this Agreement shall not waive or diminish the right thereafter to demand strict compliance with that or any other provision. No waiver by either 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.

SECTION FOURTEEN: THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates 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 for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

SECTION FIFTEEN: LIABILITY AND NEW MEXICO TORT CLAIMS ACT

The subgrantee is responsible for any liability associated with the actions or omissions of it or its own employees, including violations of rights and privileges guaranteed under the Laws and Constitution of the United States and New Mexico. Any liability incurred in connection with this Subgrant Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4- 30, as amended. No provision of this Subgrant Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Bureau or the Sub grantee arising from the performance of this Subgrant Agreement apart from that set forth in the New Mexico Tort Claims Act.

SECTION SIXTEEN: SEVERABILITY

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

SECTION SEVENTEEN: INSTRUCTIONS AND FORMS

Instructions and forms necessary to carry out the administration of the grant as outlined in this Agreement are made available by the Bureau. Forms are incorporated into and made part of this Agreement upon completion.

SECTION EIGHTEEN: GRANT CLOSEOUT

1. The subgrantee will close-out the award when it determines that all applicable administrative actions and all required work of the award have been completed. This section specifies the actions the subgrantee must take to complete this process at the end of the period of performance.

   A. The subgrantee must submit, no later than 30 calendar days after the end date of the grant period, all financial, performance, and other reports as required by the terms and conditions of the Federal award. DPS may approve extensions when requested by the Subgrantee, and its decision regarding approval will be determined on a case by case basis.
   B. DPS will make prompt payments to the subgrantee for allowable reimbursable costs under the award being closed out.
   C. The subgrantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.
   D. The Bureau will initiate a site visit closeout upon the closing of the grant period to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.

SECTION NINETEEN: STATUS OF SUBGRANTEE

The subgrantee and its agents and employees are not, by virtue of this Agreement, agents or employees of the Bureau, or the State of New Mexico. The subgrantee, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico as a result of the Agreement.

SECTION TWENTY: ATTACHMENTS AND CERTIFICATIONS

1. Attachments listed below are incorporated into and made part of this Subgrant Agreement. The below listed certifications must be completed and returned to the Bureau along with this Agreement. They are incorporated and made part of this Subgrant Agreement upon execution.

   A. Subgrantee's Application (Attachment A)
   E. Certification of Compliance with Equal Employment Opportunity Plan ((EEOP) Requirements (Certification 1)
   F. Certified Assurances including Uniform Crime Reporting and Supplanting (Certification 2)
   G. Privacy Certification (Certification 3)
   H. Overtime Certification (Certification 4)

THEREFORE, the subgrantee and the Bureau do hereby execute this Subgrant Agreement as witnessed by the signatures below:

New Mexico Department of Public Safety | 2022 Edward Byrne Memorial Justice Assistance Grant

SUBGRANTEE:

By: _____ Date: 2/11/25.
Signature of Certifying Official

Printed Name Ikani Taumoepeau | Title City Manager

By: _____ for J.S. Date: 2/3/25
Program Agency Director

Jeremy Story | Police Chief
Printed Name | Title

DEPARTMENT OF PUBLIC SAFETY:

By: _____ Date: 2-10-25
Signature of Cabinet Secretary/Awarding Official

Jason R. Bowie
Printed Name

Reviewed as to legal form and sufficiency, Office of Legal Affairs

By: _____ Date: 1.21.2025
General Counsel

JULIE M. GALLARDO
Printed Name

APPROVED AS TO FORM:

_____ 2/4/25
Brad Douglas, City Attorney — Date

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

MEMORANDUM

Date: Nov 20 2024 2:37PM

To: Ricky Serna, Cabinet Secretary

Through: Shannon Glendenning, Director, Traffic Safety Division

Through: Amber Montoya, Staff Manager

From: Sonya Dalton, Program Manager

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

1. TSD Program Manager Sonya Dalton Phone # (505) 531-7672 will oversee the project(s).

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

3. The agreement will be effective from date of last signature to 9/30/2025.

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

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

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Chandelle Sisneros
Commissioner, District 1

Gary Tonjes
Commissioner District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman District 3

Walter G. Adams
Commissioner, Chairman District 4

Thomas C. Taylor
Commissioner District 5

Charles Lundstrom
Commissioner, Secretary District 6

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

Las Cruces, City of
David Gonzalez-Sergeant
217 E Picacho Ave
Las Cruces, New Mexico 88004

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal 2025 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
05-AL-64-049	BIL 164 Transfer Funds	20.608	69A37524300001640NMA	4/30/2024	$35,370.00
05-OP-RF-049	State Road Fund				$4,985.00
05-PT-02-049	BIL NHTSA 402	20.600	69A37524300004020NM0	4/30/2024	$21,960.00

2 CFR Subpart F 200.500-521
(a) Audit required. A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

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

(d) Exemption when Federal awards expended are less than $1,000,000. A non-Federal entity that expends less than $1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503.

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Chandelle Sisneros
Commissioner,
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

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

If expenditures are less than $1,000,000 during your agency's fiscal year 2024, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the $1,000,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {24}."

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

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

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

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

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

Sincerely,

DocuSigned by:
Shannon Glendenning
DE0D3FFF3B06491...

Shannon Glendenning, Director,
Traffic Safety Division

Enclosure

CONTRACT NUMBER: TS05349 Attachment "E"
UNIQUE ENTITY IDENTIFIER: J3ZLWA2K1X47
SUPPLIER: 0000054342

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and Las Cruces, City of (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

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

   a. End Driving While Impaired (**ENDWI**), Project No. 05-AL-64-049, $35,370.00;
   b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 05-OP-RF-049, $4,985.00;
   c. Selective Traffic Enforcement Program (**STEP**), Project No. 05-PT-02-049, $21,960.00;
   d. Total Funding awarded per this Agreement $62,315.00.

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

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

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

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

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

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

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

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

   a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21

   b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above

   c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;

   d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and

   e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."

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

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

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

11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities as governed by law.

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

13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates on September 30, 2025, unless earlier terminated as provided in Section 6 or Section 7.

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

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

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

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

18. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

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

The remainder of this page is intentionally left blank.

Docusign Envelope ID: 512EFBA3-ADA0-4B8A-B26C-7490079DC840

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Ricky Serna 5910EBA6255B12F... Date: 1.22.25

Cabinet Secretary or Designee

City of, Las Cruces

By: Signed by: Ikani Taumoepeau 84CCB30FA2524C3... Date: 1/22/2024

Title: City Manager

Approved as to form and legal sufficiency.

By: Signed by: C750CEC1625D488... Date: 12/16/2024

Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

By: Signed by: Brad Douglas 9D1BFFBAC708437... Date: 12/17/24

Counsel for City of, Las Cruces

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

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

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

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

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

   "Winter Superblitz Period" means November 16, 2024 to January 1, 2025.

   "St. Patrick's Day Mini Superblitz Period" means March 9 to March 17, 2025.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2025.

   "National Occupant Protection Mobilization Click It Or Ticket Period" means May 19 to June 1, 2025.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2025.

   "National DWI Mobilization Period" means August 15 to September 1, 2025.

   "Summer enforcement Period" means June 18, 2025 to September 20, 2025.

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

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2025. If the final claim is submitted after October 31, 2025, the claim must be accompanied by a justification letter. The Department may deny the claim.
Each claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
   a. The Grantee must submit claims by the 10th of each month unless otherwise directed by the Department;
   b. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
   c. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
   d. overtime costs for officers or authorized personnel to support activities directly related to the SCs conducted during the claim month. Authorized personnel may include dispatcher(s), transport personnel, and others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to ten percent (10%) of the total monthly claim amount;
   e. in-state travel and related expenses for officers to attend DWI related training approved by the Department in advance to be reimbursed in accordance with 2.42.2 NMAC; and
   f. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7 -207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

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

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

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

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

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

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

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

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

   "Winter Superblitz Period" means November 16, 2024 to January 1, 2025.

   "St. Patrick's Day Mini Superblitz Period" means March 9 to March 17, 2025.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2025.

   "National Occupant Protection Mobilization Click It or Ticket period" means May 19 to June 1, 2025.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2025.

   "National DWI Mobilization Period" means August 15 to September 1, 2025.

   "Summer enforcement period" means June 18, 2025 to September 20, 2025.

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

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel trained and ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2025 on a form approved by the Department. If the final claim is submitted after October 31, 2025, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

a. The Grantee must submit claims by the 10th of each month unless otherwise directed by the Department.

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

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

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

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

5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico Law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7 -207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

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

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

7. **Goals.**

a. Projected annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 122.7 occupant fatalities, with reductions each year through 2026.

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

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 19, 2025 through September 21, 2025.*

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

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

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

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

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

4. **Reimbursement.**
   The Department will pay the Grantee for the actual cost paid to personnel that worked DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2025 on a form approved by the Department. If the final claim is submitted after October 31, 2025, the claim must be accompanied by a justification letter. The Department may deny the claim.

   The Department will pay the Grantee for the following:

   a. The Grantee must submit claims by the 10th of each month unless otherwise directed by the Department.

   b. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this Exhibit C; and

   c. training for officers as approved by the Department. Pay for travel and traffic safety related training

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

5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7 -207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

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

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

7. **Goals.**

a. Annual and five-year average speeding-related fatality data indicate increasing numbers and rates of such fatalities from 2021 through 2026. The State's Police Traffic Services program is focused on all dangerous driving behaviors, including speeding. The proven countermeasures focused on high-visibility enforcement will support the State's efforts to reduce these fatalities by prioritizing identified high-risk community streets and roadways, and by providing support and training to law enforcement officers. The State has set a 2024 annual target of 170 speeding-related fatalities, with reductions each year through 2026.

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

c. Annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 122.7 occupant fatalities, with reductions each year through 2026.

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

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

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

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

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

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

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

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

State: New Mexico Fiscal Year: 2025

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

GENERAL REQUIREMENTS

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

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

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *0MB Guidance on FFATA Subaward and Executive Compensation Reporting,* August 27, 2010, (https://www.fsrs.gov/documents/OMB Guidance on FFATA Subaward and Executive Compensation Reporting 082720 I 0.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
  (i) the entity in the preceding fiscal year received -
    (I) 80 percent or more of its annual gross revenues in Federal awards;
    (II) $25,000,000 or more in annual gross revenues from Federal awards; and
  (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by 0MB guidance.

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(applies to subrecipients as well as States)

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

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);*
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 USC. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. I 681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987,* (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act (*42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (*clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

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

GENERAL ASSURANCES

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

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

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

SPECIFIC ASSURANCES

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

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 2l.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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

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

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

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted-
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

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

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

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

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
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 subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this ce1tification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

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

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

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

placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The **terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180 and 1200**. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and **1200**. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective pa1ticipant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).
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 pa1ticipation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

1. The prospective lower tier participant ce1tifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

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

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

GENERAL REQUIREMENTS

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

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

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the

recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

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

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

POLICY ON SEAT BELT USE

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

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902. 1 0, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(l)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(l)(C)) or 95 percent by and on behalf of

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Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)

4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(l)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(l)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
    - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to-
        - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
        - Increase use of seat belts by occupants of motor vehicles;
    - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
    - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
    - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
    - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148 (a); and
    - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

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

Click here to validate form fields and permit signature

DocuSigned by:
Ricky Serna
5910E8A6255842F...

7/31/24
07/31/24

Signature Governor's Representative for Highway Safety — Date

Ricky Serna
Ricky Serna

Printed name of Governor's Representative for Highway Safety

New Mexico Traffic Safety Division Project Information Sheet Attachment "E"

Contract Number:	TS05349		
Government Unit:	City of, Las Cruces		
Contract term:	(1/22/2025 – 09/30/2025)		
Supplier Number:	0000054342	Address ID:	

Grantee Contact Info

Project Director and Title:	David Gonzalez - Sergeant		
Phone: (575) 518-9346		E-mail:	dgonzalez@lascruces.gov
Agency Name:	City of, Las Cruces		
Address:	217 E Picacho Ave		
City, State ZIP:	Las Cruces,New Mexico,88004		

TSD Contact Info

Program Manager:	Sonya Dalton	Phone:	(505) 531-7672
TSD Finance:	Stephanie Porras	Phone:	(505) 570-7305

Budget Breakdown

Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	05-AL-64-049	$35,370.00	10010	5000000000	412837
BKLUP	05-OP-RF-049	$4,985.00	20100	5100000000	412839
STEP	05-PT-02-049	$21,960.00	10010	5000000000	412840
	Total	**$62,315.00**			

PO Entered by TSD Finance:	Signed by: Stephanie Porras 680609E1C3914B0...	Date:	01/23/2025
PO Approved by Contracts:	DocuSigned by: Morris Hurtado 3A53A2D5FB1A1A2...	Date:	1/24/2025
Comments:			

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address City Manager Ikani Taumoepeau City of Las Cruces 700 N. Main St. Las Cruces, NM 88007-8100	4. Award Number: G24SN0006A 5. Grant Period: From 01/01/2024 to 12/31/2025	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 1/30/2025 8. Supplement Number 2	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$711,676.00
3. Project Title CFDA Name and Number: High Intensity Drug Trafficking Areas Program - 95.001	10. Amount of This Award: 11. Total Award:	$15,000.00 $726,676.00
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 118-47		

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 Ikani Taumoepeau City Manager
16. Signature of Approving ONDCP Official Shannon J. Kelly	17. Signature of Authorized Recipient/Date 2/19/25
AGENCY USE ONLY	
18. Accounting Classification Code UEI: J3ZLWA2K1X47 DUNS: 077609279 EIN: 1856000147A2	19. HIDTA AWARD OND1070DB2425XX OND6113 OND2000000000 OC 410001 JID: 90953

APPROVED AS TO FORM:

For Brad Taylor 2/19/25

City Attorney DATE

Initiative Cash by HIDTA

FY 2024

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
New Mexico	**City of Las Cruces**	Management and Coordination	122,304.00	Administration	G24SN0006A
		NM Forensic Laboratories	97,548.00	Support	G24SN0006A
		NM Investigative Support Center	14,475.00	Intelligence	G24SN0006A
		Regional Interagency Drug Task Force	492,349.00	Investigation	G24SN0006A
	Agency Total : City of Las Cruces		**726,676.00**		
Total			**726,676.00**		

1/30/2025 3:38:28 PM

Budget Detail

2024 - New Mexico

Initiative - Regional Interagency Drug Task Force **Investigation**

Award Recipient - City of Las Cruces (G24SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		***$15,000.00***
Other	**Quantity**	**Amount**
Other		$15,000.00
Total Other		**$15,000.00**
Total Budget		**$15,000.00**

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address City Manager Ikani Taumoepeau City of Las Cruces 700 N. Main St. Las Cruces, NM 88007-8100	4. Award Number: G24SN0006A 5. Grant Period: From 01/01/2024 to 12/31/2025	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 2/18/2025 8. Supplement Number 3	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$726,676.00
3. Project Title CFDA Name and Number: High Intensity Drug Trafficking Areas Program - 95.001	10. Amount of This Award: 11. Total Award:	$56,650.00 $783,326.00
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 118-47		

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 Ikani Taumoepeau City Manager
16. Signature of Approving ONDCP Official Shannon J. Kelly	17. Signature of Authorized Recipient/Date
AGENCY USE ONLY	
18. Accounting Classification Code UEI: J3ZLWA2K1X47 DUNS: 077609279 EIN: 1856000147A2	19. HIDTA AWARD OND1070DB2425XX OND6113 OND2000000000 OC 410001 JID: 91258

APPROVED AS TO FORM:

For ISD — 4/28/25

City Attorney — Date

Initiative Cash by HIDTA

FY 2024

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
New Mexico	**City of Las Cruces**	Management and Coordination	178,954.00	Administration	G24SN0006A
		NM Forensic Laboratories	97,548.00	Support	G24SN0006A
		NM Investigative Support Center	14,475.00	Intelligence	G24SN0006A
		Regional Interagency Drug Task Force	492,349.00	Investigation	G24SN0006A
	Agency Total : City of Las Cruces		**783,326.00**		
Total			**783,326.00**		

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Budget Detail

2024 - New Mexico

Initiative - Management and Coordination **Administration**

Award Recipient - City of Las Cruces (G24SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		***$56,650.00***
Facilities	**Quantity**	**Amount**
Facilities		$56,650.00
Total Facilities		**$56,650.00**
Total Budget		**$56,650.00**

STATE OF NEW MEXICO
TOURISM DEPARTMENT
Sponsorship Agreement

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

THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES:

1. **Scope of Sponsorship**

   A. Sponsor shall pay Partner a Sponsorship of $10,000 in support of the 2026 Mesilla Valley Balloon Rally ("Event") to be held in Las Cruces, New Mexico, in accordance with the deliverables listed in Exhibit A.
   B. Partner shall ensure that promotion of the *New Mexico True* brand ("Brand"), which shall be included in all appropriate venues and opportunities in accordance with the requirements listed in Exhibit A.

2. **Term and Termination.**
   A. This Agreement shall not take effect until executed by the Parties hereto. This Agreement shall terminate on June 30, 2027, unless terminated pursuant to the conditions listed below.
   B. Sponsor may terminate this Agreement if Partner fails to comply with the obligations under this Agreement.
   C. Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. By such termination, neither Party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither Party shall have any obligation to perform services or make payment for services or specified programs rendered after such date of termination.
   D. Appropriation. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Sponsor to the Partner. Sponsor's decision as to whether sufficient appropriations are available shall be accepted by Partner and shall be final. If Sponsor proposes an amendment to the Agreement to unilaterally reduce funding, Partner 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.

3. **Grant of Rights.**
   A. Throughout the term of this Agreement, Sponsor grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the *New Mexico True* brand ("**Brand**")

in furtherance of the Partner's promotion and advertising of the FY25 events. This includes but is not limited to the creation and distribution of event-related merchandise, on-site signage, and print/digital advertising efforts.

B. Brand usage must be approved by Sponsor prior to use and must adhere to relevant Brand guidelines, which can be found at which will be provided upon execution of this agreement.

C. Partner will provide samples of Partner's use of the Brand for all on-site and promotional advertising within 15 days of use and if such use does not conform to relevant Brand guidelines Partner will make such changes as shall be requested by Sponsor.

D. Sponsor may use Partner's brand or mark upon prior written approval of Partner.

4. Quality Control.

Sponsor shall have the right, at all reasonable times, to inspect Partner's goods, services and promotional activities employing the Brand logo to ensure that such use is of proper quality and otherwise consistent with this Agreement. Sponsor may terminate this Agreement should it determine that the use is inconsistent with this Agreement.

5. Force Majeure.

Neither Party will be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing Party's control and without such Party's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to Sponsor, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, Sponsor will withhold payment of Sponsorship Fee as set forth in Exhibit A.

6. Limited Liability.

The Parties shall not be jointly liable. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended..

7. 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.

8. Assignment.

Partner 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 Sponsor.

9. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories. If Sponsor proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, Partner shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement or agree to the reduced funding.

10. Applicable law.

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

11. Binding authority.

Sponsor and Partner represent and warrant that the person whose signature appears below in each respective instance is duly authorized to execute this Agreement and legally bind the organization under this Agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

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

By: Signed by: Ikani Taumoepeau 84CCB30FA2524C3... Date: 2/12/2025
Ikani Taumoepeau, City Manager
City of Las Cruces

By: Signed by: Brad Douglas 9D1BFFBAC708437... Date: 2/5/2025
Brad Douglas, City Attorney
City of Las Cruces

Approved for legal sufficiency:

By: DocuSigned by: Novela Salazar B422D3B3622C4B6... Date: 2/12/2025
Novela Salazar, General Counsel NMTD

By: DocuSigned by: Rayline Sebay 6122E56AC4444C2... Date: 2/12/2025
Rayline Sebay, Chief Procurement Officer NMTD

By: DocuSigned by: Jennifer Saavedra B83BA2BC2F7E403... Date: 2/12/2025
Jennifer Saavedra, Deputy Cabinet Secretary NMTD

EXHIBIT A

1. SPONSORSHIP ELEMENTS. Partner shall provide the following to Sponsor:
    A. Appearance of *New Mexico True* brand ("Brand) on marketing materials, to include recognition on t-shirts and fullsize balloon banner.
    B. Inivitation for *New Mexico True* Balloon to participate in rally including coverage of pilot and crew travel expenses.
    C. Recognition as an Event Sponsor on the event's website and placement of a hyperlink to Sponsor's website.
    D. Recognition on TV, radio, and social media ads as "presented by" sponsor, and 10 PA announcements per day.
    E. Opportunity for banner space on fencing and premium 20x20 exhibitor space.
    F. Opportunity to attend:
        i. Friday evening sponsor dinner;
        ii. Saturday evening VIP tent during glow;
        iii. Sunday farewell brunch.
2. EVENT REPORT. Partner shall submit the following pertinent information in a final event report to Sponsor:
    A. Attendance
        i. Number of attendees at event
        ii. If this is a repeat event, how was this different from last year?
        iii. How was this number calculated?
    B. Economic Impact Calculator referenced in 1.I
        i. How did this event have an economic impact on the community (please provide data source or methodology)?
        ii. How did sponsorship from the New Mexico Tourism Department contribute to that impact?
    C. Brand Integration
        i. How did you integrate the *New Mexico True* brand into marketing and promotion materials for the event?
        ii. How did you integrate the *New Mexico True* brand into the event itself?
    D. Supporting Documents. Partner shall provide the following to Sponsor:
        i. Copies of all advertisements and promotional materials containing the Brand.
        ii. Photos of the Brand usage at the event.
    E. Invoice. Partner shall provide an invoice to:

New Mexico Tourism Department
Attn: **Rayline Sebay**
491 Old Santa Fe Trail
Santa Fe, New Mexico 87501
Email: TD-asdcontracts@td.nm.gov

SHARE No. 25-521-0500-0047
City of Las Cruces

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT, STATE PARKS DIVISION AND CITY OF LAS CRUCES

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into by the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), State Parks Division and City of Las Cruces (Entity).

WHEREAS, the State Parks Division, pursuant to NMSA 1978, Sections 16-1-1 *et seq.*, and the Federal Land and Water Conservation Fund (LWCF) Act of 1965 (P.L. 88-578), is responsible for administering the LWCF program for New Mexico; and

WHEREAS, EMNRD and Entity desire to enter into this Agreement for administrative efficiency so that the project detailed in the Application (Attachment A) can be carried out through a single program; and

WHEREAS, EMNRD is bound by the terms and conditions of the U.S. Department of the Interior, National Park Service (NPS) Notice of Funding Award for LWCF projects and that requirement carries over to the Entity as well.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE METHOD BY WHICH THIS PURPOSE SHALL BE ACCOMPLISHED IS AS FOLLOWS:

1. Entity shall:

A. Construct the additions to Pioneer Women's Park as described in Attachment A, and in compliance with the regulations and policies implementing the LWCF Act and the U.S. Department of the Interior, National Park Service (NPS) LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended (available at https://www.emnrd.nm.gov/spd/land-and-water-conservation-fund/).

B. Notify EMNRD in writing if Entity proposes to convert the land or facilities referenced in Paragraph 1.A. above to non-recreational uses, or in the event they become obsolete and are to be destroyed, prior to taking any action.

C. Quiet claims against title and replace property found to have defective title with other properties if this occurs after project completion pursuant to the LWCF conversion provisions found in 36 CFR 59.

D. File with the county clerk where the property is located and keep a permanent record in Entity's property records and available for public inspection to the effect that the property described in the scope of this Agreement, and the signed and dated project boundary map made part of this Agreement (Attachment C), has been acquired or developed with LWCF assistance and cannot be converted to other than public outdoor recreation use without the written approval of the U.S. Secretary of the Interior.

E. Install and maintain at least one sign on the premises acknowledging that the work involved under this Agreement was financed in part by the NPS under the provisions of the LWCF in partnership with the State Parks Division.

F. Provide a match in the amount of two hundred forty-nine thousand, six hundred sixty-eight dollars and five cents ($249,668.05) for this Project, as identified in Attachment A.

G. Submit requests for reimbursement on at least a quarterly schedule along with brief written progress reports to the State Parks Division as described in Attachment B, Chapter 8 – Post-completion and Stewardship.

H. Complete the Project and submit the final billing by September 30, 2027.

I. Manage and maintain the Pioneer Women's Park LWCF in compliance with the regulations and policies implementing the LWCF Act and the LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended.

J. Keep the project area reasonably open, accessible, and safe for public use.

K. Maintain the project area, as defined by the agreed to LWCF Act Section 6(f)(3) boundary map (Attachment C), in perpetuity as an outdoor recreation area and not convert or transfer the property without EMNRD's and NPS's prior written approval and without meeting the requirements outlined in Attachment B.

L. Conduct the environmental preconstruction assessment recommendations from the New Mexico Department of Game and Fish found in Attachment D.

2. EMNRD shall:

A. Conduct inspections or coordinate self-inspections of the Project, every five years, as required by the LWCF Act and report the results to the NPS.

B. Ensure that Entity follows the Standards and Guidelines for the completed project as outlined in Attachment B.

C. Comply with the applicable Recipient requirements at:

https://www.emnrd.nm.gov/spd/land-and-water-conservation-fund/.

3. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to Attachment A, and as specified below. This amount shall not exceed two hundred forty-nine thousand, six hundred sixty-eight dollars and five cents ($249,668.05), including travel pursuant to Subparagraph B, New Mexico gross receipts taxes pursuant to Subparagraph C, and the invoicing and accounting requirements pursuant to Subparagraph D of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below and in Attachment A:

LWCF Funds:	$249,668.05
Entity Match:	$249,668.05
Total:	$499,336.10

EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. EMNRD shall pay such travel expenses as may be incurred in, and that are necessary for this Agreement's performance at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, Sections 10-8-1, *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement.

D. Entity must submit detailed invoices accounting for all services performed, and expenses incurred, and which document the source and type of match, on at least a quarterly schedule. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. Entity's allowable costs and cost principles shall be dictated by OMB Circular A-87. If EMNRD finds that the invoice services, or expenses are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term: This MOA becomes effective on the date of signature of the EMNRD Secretary or Designee. It shall be ongoing, unless with EMNRD's prior written approval, Entity transfers the Project to another entity, or in the event of transfer or conversion, if Entity provides a replacement property and the parties enter into a new agreement for the new location. Any transfer or conversion requires EMNRD to obtain NPS approval to be valid.

5. Project Termination

1. The NPS Director may temporarily suspend federal assistance under the project pending corrective action by EMNRD or pending a decision to terminate the grant by the NPS.

2. EMNRD may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by EMNRD only by mutual agreement with the NPS.

3. The NPS Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the Entity has failed to comply with the conditions of the grant. The NPS Director will promptly notify EMNRD in writing of the determination and the reasons for the termination, together with the effective date. Payments

made EMNRD or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The NPS Director or EMNRD may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Entity shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to EMNRD for the federal share of the non-cancelable obligations, properly incurred by the Entity prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by EMNRD and the NPS Director or that all funds provided by the NPS be returned.

6. Status of Entity: Entity and its agents and employees are independent contractors performing services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Entity acknowledges that all sums received hereunder are reportable by the Entity for tax purposes, including without limitation, self-employment and business income tax. Entity agrees not to purport to bind the State of New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

7. Assignment: Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

8. Subcontracting: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Entity shall comply with 2 C.F.R. Sections 200.317 through 200.327 for procurement of subcontractors conducted pursuant to this Agreement.

B. Entity is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received, and methods to select each subcontractor.

C. Any subcontract agreement shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

D. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, § 10-8-1 *et seq.*, as implemented by the current DFA Rule and EMNRD Travel Policy.

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

10. Confidentiality: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval. Parties agree confidentiality is limited by law, such as the New Mexico Inspection of Public Records Act.

11. Conflict of Interest; Governmental Conduct Act: Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

12. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto. EMNRD may consider, with NPS approval, amendments to add a cost overrun for Formula grants issued from the State's yearly NPS LWCF appropriation. Only those additional costs incurred within the Formula grant project period will be considered for reimbursement. LWCF Formula grant projects are potentially eligible for NPS budget amendments upon completion of the project at the sole discretion of the NPS.

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

14. Penalties for Violation of Law: The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

15. Equal Opportunity Compliance: Entity agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Entity assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Entity is found not to be in compliance with these requirements during the life of this Agreement, Entity agrees to take appropriate steps to correct these deficiencies.

16. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, §

38-3-1(G). By execution of this Agreement, Entity acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. Records and Audit:

A. Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico if the Entity has an office within the state; otherwise, Entity shall make such records available to EMNRD within 10 days upon EMNRD's request. During this time, such records shall be subject to inspection by EMNRD, DFA, the State Auditor, and NPS. Entity further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses related to this Agreement for which exception is under consideration by NPS or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives $750,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Contractors who do not meet the $750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entity shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

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

19. Procurement, Utilization, and Disposition of Property: Entity shall comply with NPS regulations regarding the disposition of property as specified in the LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended.

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

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

22. Notice: Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant party at its address or facsimile number set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by other telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

LWCF Program Coordinator or LWCF Alternate State Liaison Officer
EMNRD, State Parks Division
1220 S. St. Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St. Francis Drive
Santa Fe, NM 87505

To the Entity:

Ikani Taumoepeau, City Manager
City of Las Cruces
700 N. Main Street
Las Cruces, NM 88001
575-541-2076
grants@lascruces.gov

with copy to:

Gabriela M. Prats, Grant Manager
City of Las Cruces
700 N. Main Street
Las Cruces, NM 88001
575-541-2430
gprats@lascruces.gov

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

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

24. Acknowledgment: Entity shall acknowledge EMNRD and NPS as co-sponsors and funding sources in all news releases, programs, proceedings, and related publicity/publications for the project.

25. Attorney's Fees and Costs: Entity agrees that if a court of competent jurisdiction finds Entity has breached this Agreement, or amendments hereto, or to have committed any tortious act relating to this Agreement's scope, EMNRD may recover from Entity reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination and to collect any judgment.

26. Minimum Wage Rate: If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

27. Compliance with Law and Funding Source Conditions:

A. Entity shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement and as described in Attachments B and D.

B. Entity shall comply with 2 C.F.R. Sections 200.317 through 200.327 for procurement conducted pursuant to this Agreement.

C. Compliance with NMSA 1978, Section 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

D. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

(1) including qualified MBEs/WBEs on solicitation lists;

(2) assuring that MBEs/WBEs are solicited once they are identified;

(3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;

(4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;

(5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and

(6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

E. Compliance with Trafficking Victims Protection Act of 2000 - Entity, Entity's employees, subcontractors, and subcontractors' employees shall not:

(1) engage in severe forms of trafficking in persons during this Agreement's term;

(2) procure a commercial sex act during this Agreement's term; or

(3) use forced labor in the performance of this Agreement.

E. Entity shall not award subcontracts to parties listed on the governmentwide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. page 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

F. If applicable, Entity must comply with Section 6002 of the Solid Waste Disposal Act, as amendment by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. If the value of this Agreement exceeds $100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

H. If this Agreement is valued at more than $150,000, Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans); and EPA regulations.

I. Entity shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities

where such insurance is available, as a condition for the receipt of any federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency.

J. Entity will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

K. Whistleblower Protection:

(1) If this Agreement is valued at more than $150,000, Entity shall inform its employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.

(2) Entity shall insert the substance of this clause, including this paragraph in all subcontracts over $150,000.

L. Minimum Wages Under Executive Order 13658 (January 2015):

1. Definitions. As used in this clause:

"United States" means the 50 states and the District of Columbia.

"Worker":

a. means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. Part 541,

(iii) regardless of the contractual relationship alleged to exist between the individual and the employer.

b. includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c); and

c. also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

2. Executive Order Minimum Wage Rate:

a. Entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this Work Plan, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

b. Entity shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this Work Plan.

c. Entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(i) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph 2.b. Contractors shall consider any subcontractor requests for such price adjustment.

(ii) EMNRD will not adjust the contract price under this clause for any costs other than those identified in paragraph 2.c., and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

d. Entity warrants that the prices in this Work Plan do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

e. A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this Work Plan establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

f. Entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. Entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. 10.23, Deductions.

h. Entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

i. Nothing in this clause shall excuse Entity from compliance with any applicable

federal or state prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

j. Entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

k. Entity shall follow the policies and procedures in 29 C.F.R. 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

l. This clause applies to workers as defined in paragraph (a). As provided in that definition:

(i) workers are covered regardless of the contractual relationship alleged to exist between Entity or subcontractor and the worker;

(ii) workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

m. This clause does not apply to:

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the Work Plan, but who are not directly engaged in performing the specific work called for by the Work Plan, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such Work Plans;

(ii) individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and § 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to:-

(a) learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a);

(b) students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b); and

(c) those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(l) and 29 C.F.R. Part 541).

n. Notice. Entity shall notify all workers performing work on, or in connection with, this Work Plan of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate

Requirements (Construction) statute, Entity may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, Entity shall post notice, using the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any website that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

o. Payroll Records.

(i) Entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(a) name, address, and social security number;

(b) the worker's occupation(s) or classification(s);

(c) the rate or rates of wages paid;

(d) the number of daily and weekly hours worked by each worker;

(e) any deductions made; and

(f) total wages paid.

(ii) Entity shall make records pursuant to paragraph n. of this clause available for inspection and transcription by authorized representatives of the Administrator. Entity shall also make such records available upon request of EMNRD.

(iii) Entity shall make a copy of the Work Plan available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(iv) Failure to comply with this paragraph n. shall be a violation of 29 C.F.R. 10.26 and this Work Plan. Upon direction of the Administrator or upon EMNRD's own action, payment shall be withheld until such time as the noncompliance is corrected.

(v) Nothing in this clause limits or otherwise modifies Entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(vi) Access. Entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(vii) Withholding. EMNRD, upon its own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from Entity under this Work Plan or any other federally funded Work Plan or contract with the same Entity, sufficient to pay

workers the full amount of wages required by this clause.

(viii) Disputes. Department of Labor has set forth in 29 C.F.R. 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 C.F.R. Part 10. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this Work Plan. These disputes include disputes between Entity (or any of its subcontractors) and EMNRD, the Department of Labor, or the workers or their representatives.

(ix) Anti-retaliation. Entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(x) Subcontractor compliance. Entity is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(xi) Subcontracts. Entity shall include the substance of this clause, including this paragraph K. in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

28. Insurance Coverage: Entity shall provide EMNRD a statement indicating that the activities described in Attachment A, are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in Attachment A, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, Sections 52-1-1, *et seq.*, if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

C. Flood insurance as required by the Flood Disaster Protection Act of 1973 (P.L. 93-234) for insurable facilities located within special flood hazard areas for which the Federal Insurance Administration has issued a flood hazard boundary map or a flood insurance rate map.

SHARE No. 25-521-0500-0047
City of Las Cruces

IN WITNESS WHEREOF, the parties have herein set their hand.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: 12/10/24
Cabinet Secretary or Designee

CITY OF LAS CRUCES

By: _____ Date: 12/9/24
Authorized Representative Signature

Ikani Taumoepeau, City Manager, City of Las Cruces
Entity's Printed Name and Title

APPROVED AS TO FORM:

By: _____ Date: November 12, 2024
Las Cruces City Attorney

Attachment A
Application

City of Las Cruces

September 22, 2022

Mr. Robert Blankenship, LCWF Program Coordinator
New Mexico Park Service

RE: LWCF – City of Las Cruces Pioneer Women's Park

Dear Mr. Blankenship:

Please let this letter serve as the commitment by the City of Las Cruces to provide a 1:1 non-federal cash match for the New Mexico Park Service – Land & Water Conservation Fund grant application submitted on behalf of the City's Parks & Recreation Department for partial implementation of the conceptual master plan for Pioneer Women's Park. The project we are requesting funding for is to implement Phase I of a robust revitalization project at the Park to make it an enjoyable, safe, and exciting community park for the surrounding neighborhoods.

The City of Las Cruces commits to the following:

Requested Grant Share:	$ 250,000
City Cash Match Share:	$ 250,000
Total Project Amount	$ 500,000

The non-federal cash match is currently available in the Las Cruces General Fund and will be transferred to the project upon award. As the authorized official, I am authorized to obligate the City in all contracts; and agree to accept the General Provisions of the LWCF State and Local Assistance Program, the Open Project Selection Process, and the evaluation factors. Contacts for the project are attached.

The City of Las Cruces is the sole owner of the Pioneer Women's Park property and will ensure there is public access to the project once completed and funded by LWCF in perpetuity.

The City hopes this project will receive funding, as the proposed improvements will continue to work ensure our community has safe and enjoyable recreation and leisure areas well into the future. Please feel free to call upon me if you need any further assistance.

Sincerely,

Ifo Pili
City Manager

P.O. BOX 20000 . LAS CRUCES . NEW MEXICO . 88004-9002 I 575.541.2000

AN EQUAL OPPORTUNITY EMPLOYER

City of Las Cruces

September 26, 2022

Mr. Robert Blankenship, LCWF Program Coordinator
New Mexico Park Service

RE: LWCF – City of Las Cruces Pioneer Women's Park

Contact Information for the LWCF Application:

Project Information / Clarification:
Cathy Mathews, Landscape Architect
City of Las Cruces
575-541-2592
cmathews@las-cruces.org

Grant Agreement Information/Processing:
Amy Bassford, Grants Manager
575-541-2281
grants@las-cruces.org

Grant Signature Authority:
Ifo Pili, City Manager
City of Las Cruces
700 N. Main St.
Las Cruces, NM 88001
575-541-2076

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424 Version 04

* 1. Type of Submission:	* 2. Type of Application: * If Revision, select appropriate letter(s):
○ Preapplication	◉ New
◉ Application	○ Continuation * Other (Specify)
○ Changed/Corrected Application	○ Revision
* 3. Date Received: 07/05/2024	4. Applicant Identifier:
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State: 07/05/2024	7. State Application Identifier: SAI exempt
8. APPLICANT INFORMATION:	
* a. Legal Name: ENERGY, MINERALS & NATURAL RESOURCES DEPARTMENT, NEW MEXICO	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 856000565	* c. UEI: MJKLQGKGWHL9
d. Address:	
* Street1: 1220 S Saint Francis Dr	
Street2:	
* City: Santa Fe	
County:	
* State: New Mexico	
Province:	
* Country: UNITED STATES	
* Zip / Postal Code: 87505-4225	
e. Organizational Unit:	
Department Name: Energy, Minerals and Natural Resources	
Division Name: State Parks	
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Dr.	* First Name: Robert
Middle Name:	
* Last Name: Stokes	
Suffix:	
Title: Program Support Bureau Chief and ASLO	
Organizational Affiliation: New Mexico State Parks	
* Telephone Number: 5054790911	Fax Number:
* Email: robert.stokes@emnrd.nm.gov	

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424 Version 04

9. Type of Applicant 1: Select Applicant Type:

State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

DOI-National Park Service

11. Catalog of Federal Domestic Assistance Number:

15.916

CFDA Title:

Outdoor Recreation Acquisition, Development and Planning

*** 12. Funding Opportunity Number:**

P-P-LWCF-24-005

* Title:

LWCF State Assistance Formula Grants - Acquisition & Construction - FY24

13. Competition Identification Number:

P-P-LWCF-24-005-109983

Title:

LWCF State Assistance Formula Grants - Acquisition & Construction - FY24

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

35-01242 Las Cruces Pioneer Women's Park Phase I

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424 Version 04

16. Congressional Districts Of:

* a. Applicant: NM-003 * b. Program/Project: NM-002

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 10/01/2024 * b. End Date: 09/30/2027

18. Estimated Funding ($):

* a. Federal	249668.05
* b. Applicant	0
* c. State	0
* d. Local	249668.05
* e. Other	0
* f. Program Income	0
* g. TOTAL	499336.1

*** 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.)**

( ) Yes (•) No

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 218, 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: Dr. * First Name: Robert

Middle Name:

* Last Name: Stokes

Suffix:

* Title: Program Support Bureau Chief and ASLO

* Telephone Number: 5054790911 Fax Number:

* Email: robert.stokes@emnrd.nm.gov

* Signature of Authorized Representative: Mr. Robert Stokes * Date Signed: 07/05/2024

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Prescribed by OMB Circular A-102

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424 Version 04

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

View Burden Statement

OMB Number: 4040-0008
Expiration Date: 01/31/2019

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$ 2,000.00	$	$ 2,000.00
2. Land, structures, rights-of-way, appraisals, etc.	$ 0.00	$	$ 0.00
3. Relocation expenses and payments	$ 0.00	$	$ 0.00
4. Architectural and engineering fees	$ 31,123.00	$	$ 31,123.00
5. Other architectural and engineering fees	$ 0.00	$	$ 0.00
6. Project inspection fees	$ 0.00	$	$ 0.00
7. Site work	$ 10,350.00	$	$ 10,350.00
8. Demolition and removal	$ 67,075.00	$	$ 67,075.00
9. Construction	$ 310,084.00	$	$ 310,084.00
10. Equipment	$ 0.00	$	$ 0.00
11. Miscellaneous	$ 33,309.90	$	$ 33,309.90
12. SUBTOTAL *(sum of lines 1-11)*	$ 453,941.90	$	$ 453,941.90
13. Contingencies	$ 45,394.20	$	$ 45,394.20
14. SUBTOTAL	$ 499,336.10	$	$ 499,336.10
15. Project (program) income	$ 0.00	$	$ 0.00
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 499,336.10	$	$ 499,336.10
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 50 %		$ 249,668.05

LWCF State & Local Assistance Grant Budget Narrative / Milestone Plan

State:	New Mexico	**Applicant:**	Las Cruces		
Project Name:	Pioneer Women's Park Phase I				
LWCF Legacy Project # (tba):	35-01242				
Total Project Cost:	$499,336.10				
Federal Share:	$249,668.05			**Date Prepared:**	06/26/24
Federal Share as % of project:	50.0%				

Scope of Work: The City of Las Cruces proposes to remove the existing 4-ft-wide pathways leading to the central pavilon structure at Pioneer Women's Park, and replace with 10-ft-wide pathways using colored concrete pavers, and use the same pavers around the pavilion. Each will have concrete edgers. Some trees will be removed and replaced along the edge of the widened pathway.

PROPOSED ACCOMPLISHMENTS	LWCF grant (federal share)	MATCH - from grant sponsor	MATCH - not from grant sponsor	SUBTOTALS by Category	Pre-Agreement Cost?	**MILESTONES** - projected dates by scope element
1. Administrative and legal expenses						
Permits	$1,000.00	$1,000.00		$2,000.00	NO	
2. Land, Structures, rights of way, appraisals, etc.						
				$0.00	NO	
3. Relocation expenses and payments						
				$0.00	NO	
4. Architectural and Engineering Fees						
Design work	$15,561.50	$15,561.50		$31,123.00	NO	
5. Other Architectural and Engineering Fees						
				$0.00	NO	
6. Project Inspection Fees						
				$0.00	NO	
7. Site Work						
Set up construction protection for adjacent trees along pathways Remove approximately 24 trees Install approximately 24 new trees	$2,500.00 $875.00 $1,800.00	$2,500.00 $875.00 $1,800.00		$10,350.00	NOT ALLOWABLE	
8. Demolition & Removal						
Demolition and removal of existing pathway materials	$33,537.50	$33,537.50		$67,075.00	NOT ALLOWABLE	
9. Construction						
Mobilization/demobilization, constructing new pathways, replanting trees	$7,714.00	$7,714.00				
6" concrete pavers, colored, patterned, 3,730 sq. ft at $26.50/sq foot	$49,422.50	$49,422.50				

9/17/2024

PROPOSED ACCOMPLISHMENTS	LWCF grant (federal share)	MATCH - from grant sponsor	MATCH - not from grant sponsor	SUBTOTALS by Category	Pre-Agreement Cost?	MILESTONES - projected dates by scope element
4" crusher fines path, 2,500 sq. ft at $3 per sq foot	$3,750.00	$3,750.00				
Concrete pavers for plaza area path terminus at central plaza, 6,550 sq. ft at $26.50 per sq. foot	$86,787.50	$86,787.50				
Concrete edgers along path, 570 linear ft at $20 per linear foot	$5,700.00	$5,700.00				
Concrete edgers around central plaza, 60 linear ft at $20 per linear foot	$600.00	$600.00				
Purchase 24 new trees	$1,068.00	$1,068.00		$310,084.00	NOT ALLOWABLE	
10. Equipment & Materials (no labor)						
				$0.00	NO	
11. Miscellaneous						
NMGRT taxes	$16,654.95	$16,654.95				
				$33,309.90	NO	
12. Subtotal (Sum of lines 1 - 11)				**$453,941.90**		
Subtotals - federal cost share	**$226,970.95**	$226,970.95	$0.00			
13. Contingency (Typically 10% of subtotal, due to potential for unknown conditions that may exist and be may be discovered during construction.)	**$22,697.10**	**$22,697.10**				
14. Subtotal - cost share ***(all sources)***	$249,668.05	**$249,668.05**				
15. Project (program) income						
16. TOTAL PROJECT COSTS	**$499,336.10**					
Total project cost by type of cost share	$249,668.05	$249,668.05				
TOTAL Project Cost	**$499,336.10**		**Over Match (Not Reimbursable):**			

Notes:

The indirect cost rate in effect will be applied to each billing.
Cost estimates prepared by: Catherine Burr Mathews, PLA; Landscape Architect. The cost is based on professional knowledge and experience and estimated unit costs of materials and installation labor from recent projects including East Mesa Sports Complex and Natatorim Accessible Walkway.
Cost categories should align with SF-424C categories. The most common categories for LWCF projects are included above; add others as needed to complete the budget detail.

9/17/2024

OMB Approval No.4040-0009
Expiration Date: 02/28/2025

ASSURANCES - 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 (0348-0042), 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 assistance 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 costs) 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 assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. 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.

8. 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).

9. 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.

10. Will comply with all Federal statutes relating to non-discrimination. 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.

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11. 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 and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the 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.

13. 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.

14. Will comply 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.

15. 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).

16. 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.

17. 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.).

18. 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."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. 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 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
Robert J. Stokes	Program Support Bureau Chief and ASLO
APPLICANT ORGANIZATION	**DATE SUBMITTED**
ENERGY, MINERALS & NATURAL RESOURCES DEPARTMENT, NEW MEXICO	2024-07-05

SF-424D (Rev. 7-97) Back

35-01241_LasCruces_PioneerWomensParkPhase1_ProjectAbstract_V01

With Land and Water Conservation Fund assistance and in partnership with the New Mexico Energy, Minerals and Natural Resources Department, the City of Las Cruces proposes to implement Phase I improvements to its historic Pioneer Women's Park in the heart of the old city center. Phase I work includes removing the existing four-foot-wide concrete walkways from the corners of the city block to the centrally located gazebo, widen the walkways to ten feet using decorative pavers and crushed fines, with concrete edgers, for the benefit of park pedestrians and ADA accessibility. The concrete around the gazebo will be replaced as well with the same pavers, fines, and edgers. Several trees too close the walkways will be removed and then replaced. No historic elements of the park will be disturbed. The total project cost is $499,336.10, with an LWCF grant request of $249,668.05. The City's match money is local and state funds, and the project can be completed within three years. The Phase I improvements to the park will enhance its attractiveness and ADA accessibility for the residents of the city.

Las Cruces Project Narrative

PROJECT NARRATIVE - PROJECT DATA SHEET

1. Project sponsor name: City of Las Cruces
2. Name of park/property: Pioneer Women's Park
3. Project title: Pioneer Women's Park Phase I
4. Name of property title holder: City of Las Cruces
5. Project property address/location: 500 W. Las Cruces, Las Cruces, NM 88001
6. 2010 project property census jurisdiction population: 111,385
7. Statement of project type: Development
8. Statement that project creates a new park, expands an existing park or neither: Neither, improves an existing park.
9. Statement clarifying if this park/resource previously benefitted from LWCF or UPARR funding or if the park/resource was obtained through the federal Lands to Parks Program: Yes, the park received an LWCF grant of $5,423.23 in 1971 but nothing since then.
10. Brief statement explaining project specific work, and a second statement explaining overall project:

    i. The City of Las Cruces proposes widening four-foot-wide walkways to ten feet at Pioneer Women's Park at 500 W. Las Cruces, Las Cruces, NM 88001. The project will occur on a 2.07 acre property and will be completed within three years.

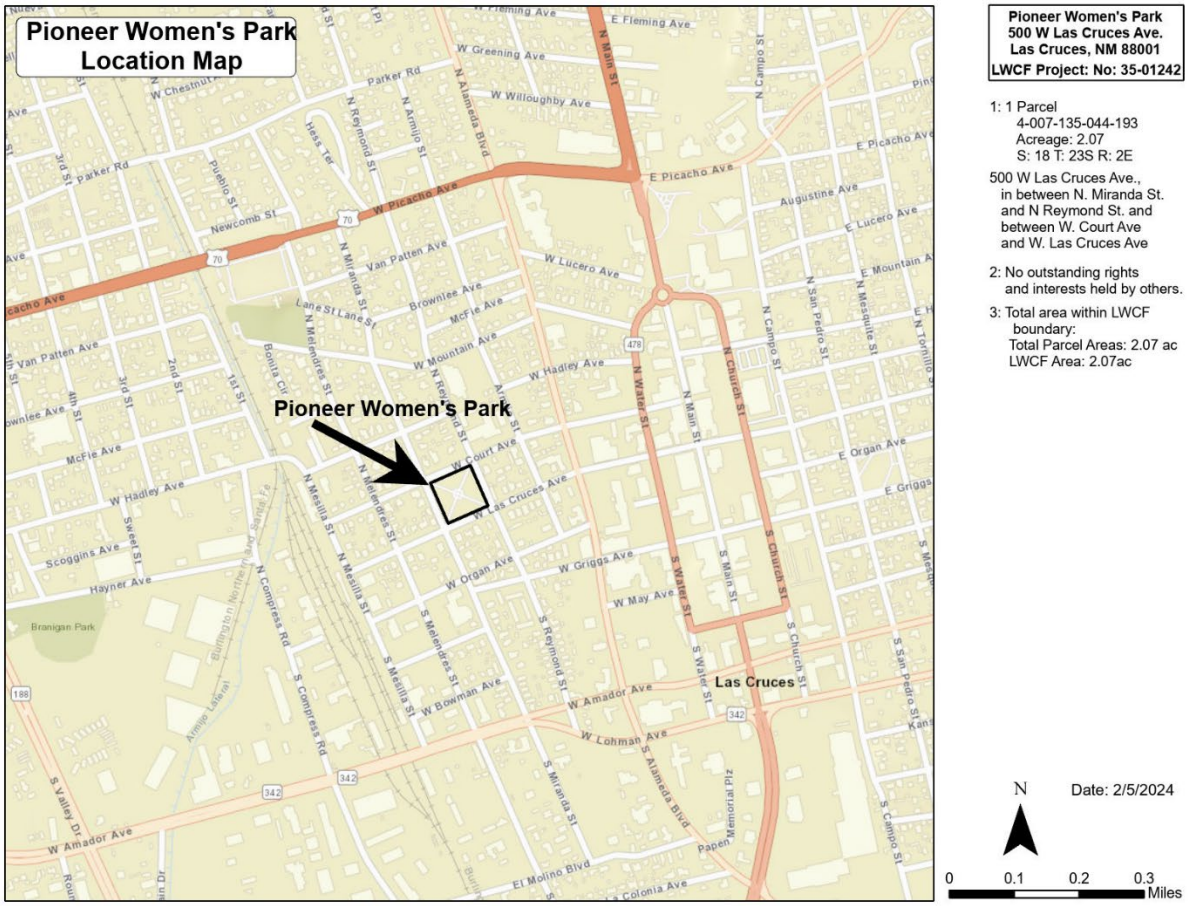
    ii. Pioneer Women's Park is surrounded by historic homes in the heart of Las Cruces. The park was donated to the city by the Woman's Improvement Association in 1896. In the center of the park is an eight-sided gazebo, which was replaced in the 1980s.

    Currently the existing four-foot-wide axonal paths are too narrow for two people walking side-by-side and is not fully ADA-accessible. The plan calls for the walkways to be widened to ten feet, which includes a six-foot width of concrete pavers and a four-foot-wide crusher fine soft surface path. The historic stone walls at three of the four corner entrances is NOT included in the project; the walkways will remain four-feet-wide at these locations. Pavers will be installed around the perimeter of the gazebo, and concrete edgers will be placed along the walkways and gazebo perimeter. Some trees may be removed that are too close to the current walkway, but will be replaced. The 2019 master plan for the park calls for future phases of work, but the LWCF grant request is only for the Phase I work described above.

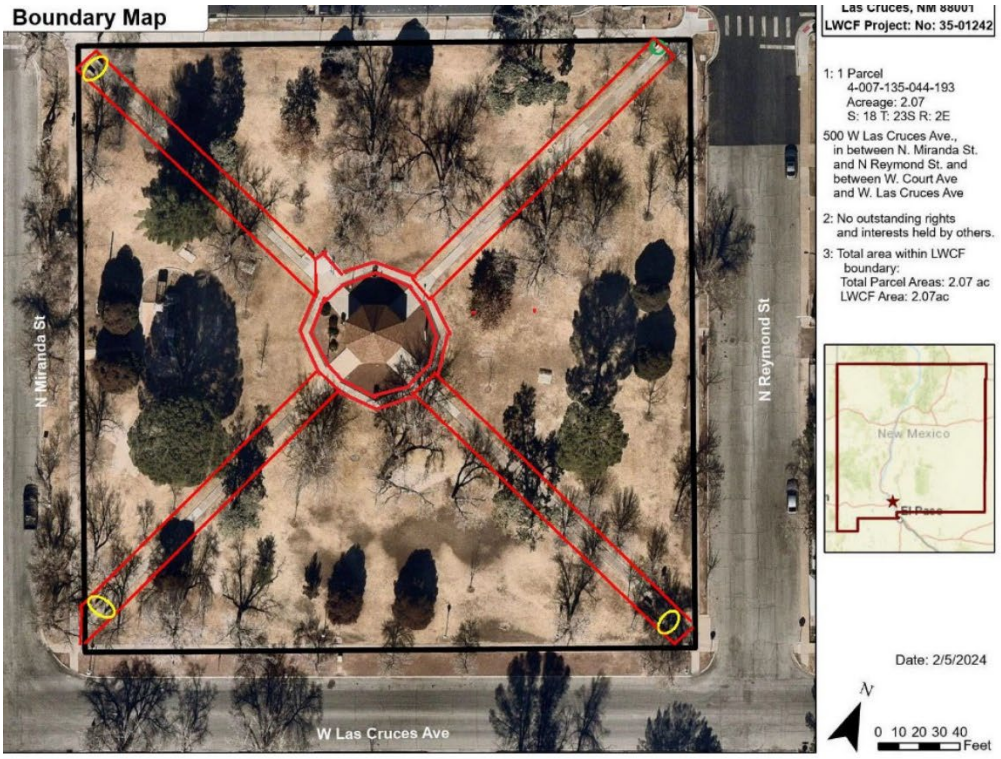
    The neighborhood and neighborhood associations provided input into the concept and park users participated in public input meetings to create the conceptual plan. The goal of the master plan was to work closely with the neighborhood to create a physical master plan for Pioneer Women's Park that would bring the park into the 21st Century while maintaining the historic beauty of the Park.

    By redeveloping Pioneer Women's Park, the city will improve recreational areas located within the City's historical district and increase quality of life within the City as a whole. The historic neighborhoods in the area are marked as lower income and disadvantaged, and the enhancement of the park will be a benefit to its residents. According to the U.S. Census Bureau's 2015-2019 American Community Survey, the median income in the city is $43,022, compared to the national average of$62,843. Approximately 23.6% of the Las Cruces population lives in poverty, as compared to the 11.4% of Americans nationally (U.S. Census American Fact Finder; 2020). According to the 2020 Census for buildings and population. within the¼-mile radius of the park, there are 410 housing units with 20.6% of those households living below poverty level.

    The assessment and engagement meetings highlighted a need to improve the condition of the area and quality of life within the neighborhoods and throughout the City.


Pioneer Women's Park
Location Map
Pioneer Women's Park
Las Cruces
W Picacho Ave
E Picacho Ave
N Main St
W Lucero Ave
W Hadley Ave
W Las Cruces Ave
W Griggs Ave
W Amador Ave
W Lohman Ave
W Mountain Ave
W Organ Ave
W May Ave
W Bowman Ave
E Fleming Ave
W Greening Ave
W Willoughby Ave
Parker Rd
Van Patten Ave
Brownlee Ave
McFie Ave
Scoggins Ave
Hayner Ave
E Organ Ave
Augustine Ave
E Lucero Ave
El Molino Blvd
Bronigan Park
Pioneer Women's Park
500 W Las Cruces Ave.
Las Cruces, NM 88001
LWCF Project: No: 35-01242
1: 1 Parcel
4-007-135-044-193
Acreage: 2.07
S: 18 T: 23S R: 2E
500 W Las Cruces Ave., in between N. Miranda St. and N Reymond St. and between W. Court Ave and W. Las Cruces Ave
2: No outstanding rights and interests held by others.
3: Total area within LWCF boundary:
Total Parcel Areas: 2.07 ac
LWCF Area: 2.07ac
N
Date: 2/5/2024
0
0.1
0.2
0.3
Miles


Pioneer Women's Park
Boundary Map
W Court Ave
N Miranda St
N Reymond St
W Las Cruces Ave
Pioneer Women's Park
500 W Las Cruces Ave.
Las Cruces, NM 88001
LWCF Project: No: 35-01242
1: 1 Parcel
4-007-135-044-193
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2: No outstanding rights and interests held by others.
3: Total area within LWCF boundary:
Total Parcel Areas: 2.07 ac
LWCF Area: 2.07ac
New Mexico
El Paso
ASLO
6/18/24
Date: 2/5/2024
N
0 10 20 30 40
Feet



ines depicting new 10-ft-wide walkways, with the backflow preventer marked (green) and three sets of entry markers to be avoided.



Pioneer Women's Park from the corner of W Las Cruces Ave and N Miranda St



The sidewalk along W Las Cruces Ave proposed to be widened

Revised 6/02

4



The sidewalk along N Miranda St proposed to be widened



One of four pathways proposed to be widened

Revised 6/02

5



The gazebo in the middle of the park where the pathways terminate



An existing playground at the park



The historic wall segments are pictured here along with entrance signs



The Land and Water Conservation Fund is acknowledged on the sign.



Light poles located along W Court Ave

CORRECTED WARRANTY DEED

The Woman's Improvement Association of Las Cruces, New Mexico, a corporation, do hereby issue this Corrected Warranty Deed to the City of Las Cruces on this 8th day of February, 1982.

WITNESSETH:

WHEREAS, on June 11, 1924, the Woman's Improvement Association of Las Cruces, New Mexico, a corporation, did, by warranty deed, transfer to the City of Las Cruces, New Mexico, the property described hereinafter and whereas, said warranty deed was filed for record in the Office of the County Clerk of Dona Ana County, New Mexico, in Deed Book 67 at Page 495, on the 11th day of ~~June~~ July, 1924; and

WHEREAS, the Woman's Improvement Association of Las Cruces, New Mexico, and the City of Las Cruces do herein recognize that said property was transferred to the City of Las Cruces with the condition that said city use and maintain the property described hereinafter as a public park, and if said property ceases to be used as a public park, then said property shall revert to the Woman's Improvement Association; and

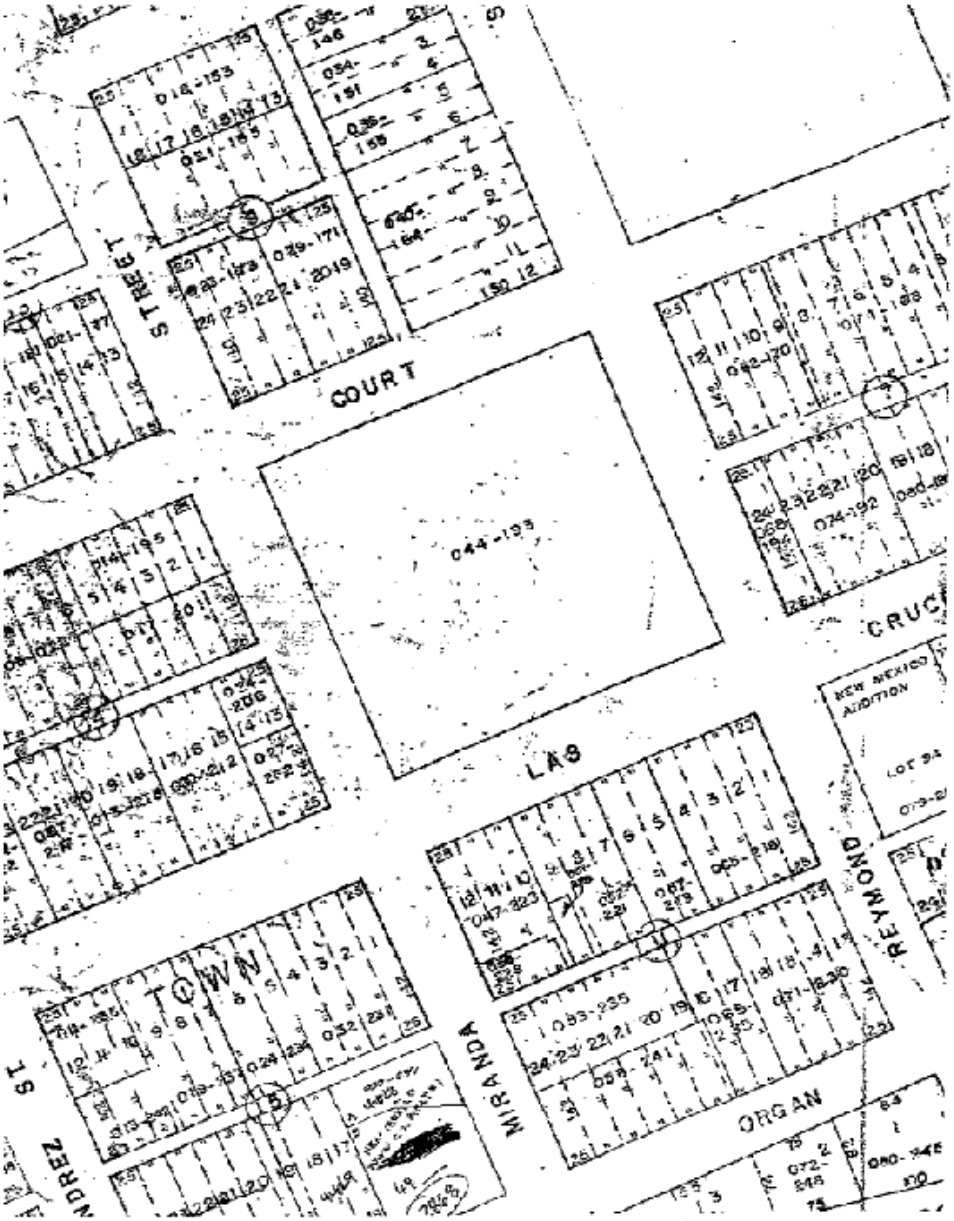
WHEREAS, the original deed dated June 11, 1924 failed to include said restrictive covenant; and

WHEREAS, the failure to have said covenant included in the deed was brought to the attention of the City of Las Cruces, and a resolution was adopted on January 18, 1982, Resolution No. 82-163, whereby the City has authorized and agreed to accept a corrected warranty deed from the Woman's Improvement Association of Las Cruces, New Mexico, and that said corrected deed shall be deemed to relate back to the original filing date of said warranty deed and supersede and be a substitute therefor.

THEREFORE, The Woman's Improvement Association of Las Cruces, New Mexico, a corporation, for consideration paid, grants to the City of Las Cruces, whose address is P. O. Box CLC, Las Cruces, New Mexico 88004, the following-described real estate located in Dona Ana County, New Mexico:

All of Block 10 of the New Mexico Town Company's Addition to the Town of Las Cruces, New Mexico, as shown by a plat thereof filed in the Office of the Probate Clerk, an Ex-Officio Recorder of the County of Dona Ana and the Territory (State) of New Mexico, on the 8th day of December, A.D. 1887. Said property is bounded on the north by Court Street, on the east by Downlee Street, on the south by Las Cruces Avenue, and on the west by Miranda Street.

Subject to the restriction and covenant that this property be forever maintained as and for park purposes. Upon failure to so maintain this property for park


COURT
LAS
MIRANDA
ORGAN
TOWN

State of New Mexico
Energy, Minerals and Natural Resources Department

Michelle Lujan Grisham
Governor

Dylan M. Fuge
Deputy Secretary

Toby Velasquez, Director
State Parks Division

April 15, 2024

Dr. Jeff Pappas, State Historic Preservation Officer
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, NM 87501

RE: City of Las Cruces proposed improvements for Pioneer Women's Park application for LWCF funds: Request for SHPO consultation and concurrence

Dear Dr. Pappas:

New Mexico State Parks (State Parks) oversees the application process for the Land and Water Conservation Fund (LWCF), administered by the National Park Service. Each year, State Parks receives applications from New Mexico municipalities, schools, and Tribal organizations for funding requests associated with proposed projects designed to enhance outdoor recreation in its many forms. Currently, State Parks is reviewing 2022 LWCF applications for cultural resource concerns and potential impacts. As part of this process, State Parks reviews the project scope for potential ground disturbance or impacts to historic buildings and structures. The ARMS/NMCRIS online database is checked for previous projects and sites in the proposed project area and assessed for the potential of cultural resources to occur in the project area footprint. Using these data, State Parks then determines whether cultural resources may be impacted by the project.

The City of Las Cruces in Doña Ana County is proposing improvements at Pioneer Women's Park, which will include upgrading existing concrete walking paths, and replacement of decorative stone entrance markers. These improvements will be part of Phase I development. The park is located at 500 W. Las Cruces Ave and is owned by the City of Las Cruces. Ground disturbing activities include widening the existing 4-ft-wide concrete pathways to 10 feet for better pedestrian and ADA needs movement to the central gazebo, and the dismantling of the crumbling old stone entrance markers and replacement with new ones that will mimic the look of the old ones. The current walkways are not historic concrete constructions. Some adjacent turf reconstruction will be done upon completion of the walkway widening project.

A review of the ARMS/NMCRIS database revealed that the project area is located within the Alameda-Depot Historic District, which consists of 42 blocks of the earliest residential suburbs in Las Cruces (Register Property No. 773; HCPI 38321), which is centered around Pioneer Women's Park. A review of the NRHP Nomination form and historic maps indicates that this property has been used as a park as early as 1896. The gazebo, which was originally built in 1898 and renovated in the 1970s, is not part of the current project. The stone entrance markers are also over 50 years of age according to the City.

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The project is located within a historic district and the removal of the historic stone entry markers will impact elements of the historic park, although much of it has been upgraded since the late 1800s. The park itself has not been recorded as a historic site but is noted on the National Register property. State Parks recommends that the City complete a Historic Cultural Property Inventory (HCPI) form for the four sets of stone markers, although if identical in construction, the best pair be selected as the representative example but with photographs of all four sets. A cultural survey is not necessary given the grass turf immediately adjacent to the current walkways obscures the ground surface. The City will provide the report and HCPI form to State Parks for continuing consultation with SHPO. We respectfully request your review and concurrence. We will forward your letter to the City and provide them with your office's list of permitted cultural resource management firms.

Please let us know if you have questions or concerns. I can be reached at Robert.stokes@emnrd.nm.gov or 505-479-0911 (office cell phone). As always, we look forward to working with your office on State Parks projects.

Sincerely,



Robert J. Stokes, Ph.D.

State Parks Division Program Support Bureau Chief

Attachments: City of Las Cruces project area maps and ARMS/NMCRIS Check Map, photographs

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NMCRIS Map Las Cruces Pioneer Women's Park Walking Path Upgrades



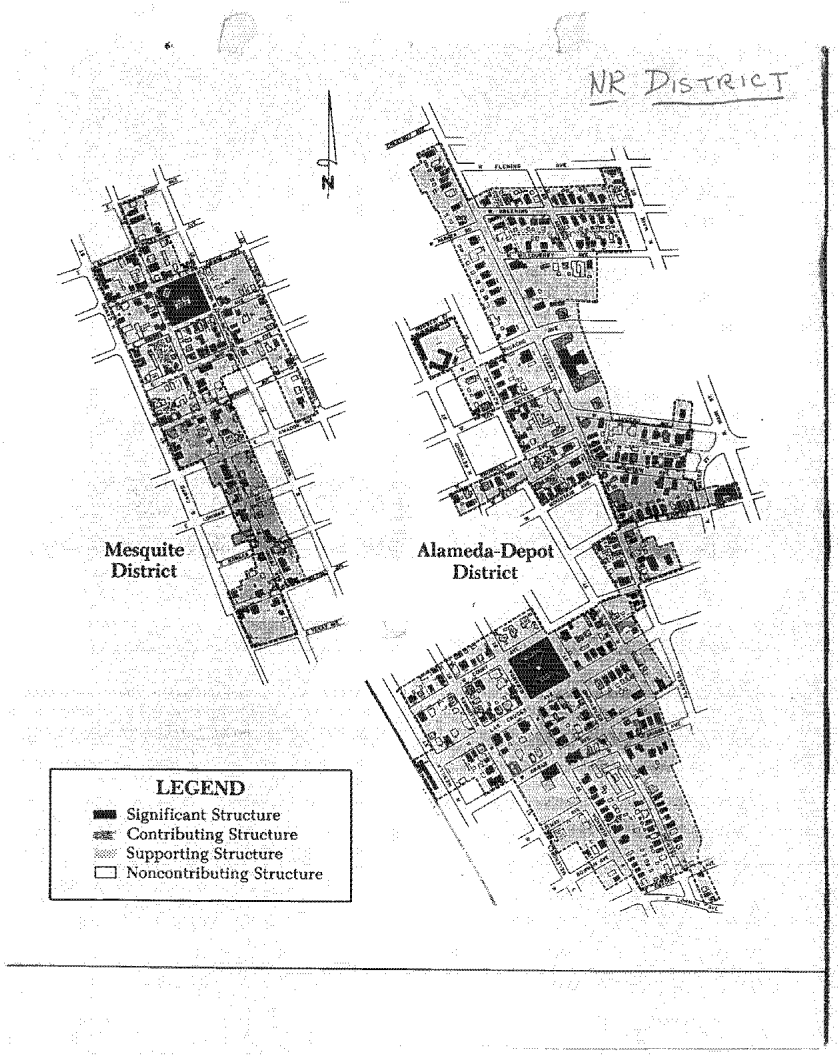
Aerial image of Pioneer Women's Park with LWCF park boundary marked.

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* most significant
(S) significant
(C) contributing
(Sup) Supporting
(NC) Non-contributing

Pioneer Park, bounded by W. Las Cruces, W. Court, N. Miranda and N. Reymond, an open square composed of an entire block, landscaped with trees and other plantings, diagonally crossed by cement pedestrian walks, and featuring an octagonal wooden lattice-work gazebo in the center. Hipped-roofed with arched openings, the gazebo is a replacement for the original built in 1896, except for radiating pavillion wings that extended from the original. Land was purchased for the park in 1896 by the Woman's Improvement Association, landscaped with 17 cottonwood trees in 1903. Park turned over to City in 1924 (S)

Clip from the NR property form for Pioneer Women's Park.



Map from the NR property form showing the park in the lower segment of the map.

From: Reycraft, Richard, DCA
To: Stokes, Robert, EMNRD
Cc: Brock, Gretchen, DCA
Subject: Re: Log#122327-LWCF grant application from the City of Las Cruces for its Pioneer Women's Park
Date: Wednesday, May 1, 2024 6:24:06 AM

Sounds good, thanks!

Richard Reycraft

Richard. Reycraft, Ph.D.
New Mexico Historic Preservation Division
407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501
505-827-6162

From: Stokes, Robert, EMNRD <Robert.Stokes@emnrd.nm.gov>
Sent: Tuesday, April 30, 2024 3:28 PM
To: Reycraft, Richard, DCA <richard.reycraft@dca.nm.gov>
Cc: Brock, Gretchen, DCA <Gretchen.Brock@dca.nm.gov>
Subject: RE: Log#122327-LWCF grant application from the City of Las Cruces for its Pioneer Women's Park

Thanks Rick, I'll see what the city has regarding engineering type plans at this stage of their grant proposal.

From: Reycraft, Richard, DCA <richard.reycraft@dca.nm.gov>
Sent: Tuesday, April 30, 2024 1:07 PM
To: Stokes, Robert, EMNRD <Robert.Stokes@emnrd.nm.gov>
Cc: Brock, Gretchen, DCA <Gretchen.Brock@dca.nm.gov>
Subject: Log#122327-LWCF grant application from the City of Las Cruces for its Pioneer Women's Park

Dear Dr. Stokes,

Thank you for submitting the aforementioned LWCF project to the New Mexico State Historic Preservation Officer (SHPO) for review. The Pioneer Women's Park is listed in the National Register of Historic Places (NRHP) as a contributing property in the Alameda-Depot Historic District (SR #773.) The proposed work includes sidewalk widening from 4 feet to 10 feet and removal and rebuilding of the stone markers. NM SHPO needs additional information to assess effects, if any, to the NRHP-listed park. Please provide a scope of work, construction plans, and photographs of the park keyed to a site plan for NM SHPO review. Our 30-day review period will begin once we receive the additional information.

Sincerely

Richard Reycraft

Richard. Reycraft, Ph.D.
New Mexico Historic Preservation Division
407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501
505-827-6162

State of New Mexico
Energy, Minerals and Natural Resources Department

Michelle Lujan Grisham
Governor

Melanie A. Kenderdine
Cabinet Secretary Designee

Dylan M. Fuge
Deputy Secretary

Toby Velasquez, Director
State Parks Division

May 24, 2024

Dr. Jeff Pappas, State Historic Preservation Officer
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, NM 87501

RE: City of Las Cruces proposed improvements for Pioneer Women's Park application for LWCF funds: Continuing SHPO consultation and concurrence

Dear Dr. Pappas:

Earlier in April 2024, our office consulted with your office regarding the City of Las Cruces' plans for improving access into Pioneer Women's Park that would use an LWCF grant to complete the work. Your office's response letter (SHPO Log #122327, Richard Reycraft) asked for additional project information to assess the project's impacts on the park given that it is listed as a contributing element of the Alameda-Depot Historic District (SR #773). Specifically, SHPO asked for a scope of work, construction plans, and photographs of key areas within the APE. We reached out to the City's parks department for additional information. Below is their response:

> The ground disturbing activities at the Pioneer Women's Park that will be part of this project covered by the LWCF grant include: removal of existing concrete walkways and replacement with wider colored, stamped concrete walkways; possible removal of some existing trees whose root zones may be impacted by the wider walkway; replacement of any removed trees; relocation of a backflow preventer which might be impacted by a wider walkway. The stone entry walls will remain in place and will not be disturbed or impacted by the wider walkways. The new walkways will be adjusted and constructed such that, as they pass between the stone entry walls, they will be narrowed and will not impact the stone entry walls.
>
> Design of the walkways has not yet been accomplished and design sheets do not yet exist.

As noted above, design sheets do not yet exist, which is often the case with LWCF applications, although we work with the applicants to get something approximating a design sheet or at least an APE sheet. The attached aerial plan shows the APE for the park. Additionally, the only potentially historic element of the park that would have been impacted by the project, the three sets of stone walls at the entrances to the walkways, will now not be impacted by the project. We hope that this additional information will suffice to enable your office to complete its effects review of the City's proposed LWCF project. As always, we compile all SHPO letters into the application packages for the NPS' review.

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Please let us know if you have questions or concerns. I can be reached at Robert.stokes@emnrd.nm.gov or 505-479-0911 (office cell phone). As always, we look forward to working with your office on State Parks projects.

Sincerely,

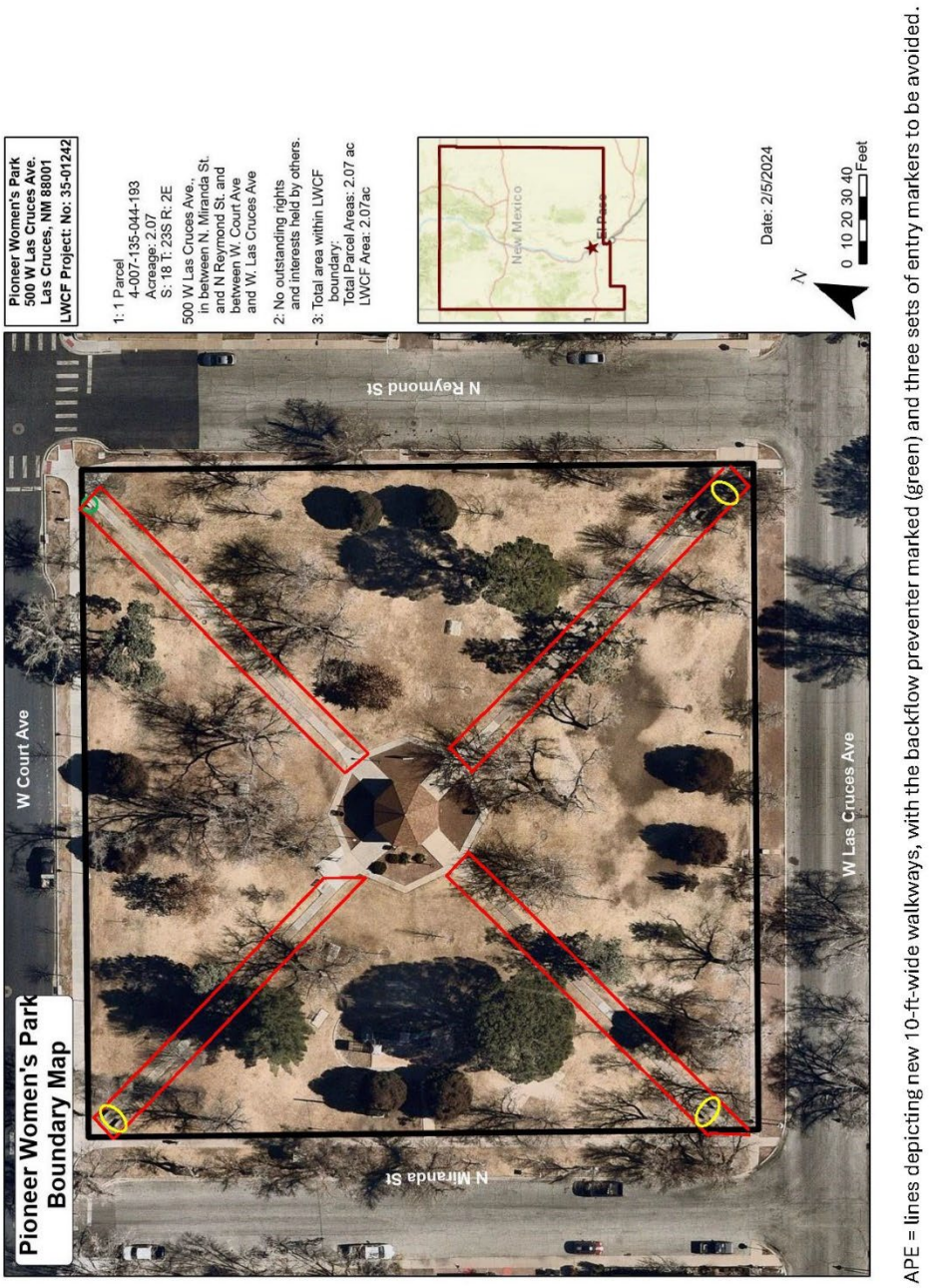


Robert J. Stokes, Ph.D.

State Parks Division Program Support Bureau Chief

Attachments: APE map, photographs

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Aerial image of Pioneer Women's Park with LWCF APE marked, and locations of the three stone entry markers to be avoided.

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Street view of entrance walkway into the park. This is the NE corner with no entry walls and showing ADA accessible curbs into the park. Note backflow preventer at end of walkway.



Another view of a walkway with the two stone entry markers that will not be impacted. Note some of the trees that are close to the existing walkway, which may need to be removed and replanted adjacent to the newly widened walkway.

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Image of interior end of walkway to be widened where it terminates at the central modern pavilion.

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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
EMAIL nm.shpo@dca.nm.gov

June 7, 2024

Robert J. Stokes, Ph.D.
EMNRD-State Parks Division Program Support Bureau Chief
EMNRD-New Mexico State Parks
1220 S. St. Francis Drive
Santa Fe, NM. 87505

VIA EMAIL ONLY

RE: City of Las Cruces proposed improvements for Pioneer Women's Park application for LWCF funds: Continuing SHPO consultation and concurrence

Dear Dr. Stokes,

Thank you for submitting the additional information for the proposed access improvements at Pioneer Women's Park in Las Cruces, Doña Ana County. The information was received at our office via email on May 24, 2024. The funding source for the project is Land and Water Conservation Funds (LWCF) administered by the National Park Service. Pioneer Women's Park is listed in the NM State Register of Cultural Properties and in the National Register of Historic Places as a contributing property in the Alameda-Depot Historic District (SR #773.) The New Mexico State Historic Preservation Office (SHPO) reviewed the proposed project under the provisions of Section 106 of the National Historic Preservation Act of 1966, as amended.

The proposed project includes widening sidewalks in the park from the current four (4) feet to ten (10) feet in width. The historic stone entrance walls will remain in place and are not part of the proposed project. If a Historic Property Information Form is completed for the park, the form should record the park as a designed landscape by including the entire park parcel and describing historic and nonhistoric landscape features, such as the stone walls and gazebo.

Based on the information provided, NM SHPO concurs with NM State Parks' finding that the project will have No Adverse Effects to historic properties.

If you have any questions, please feel free to contact me at gretchen.brock@dca.nm.gov.

Sincerely,

Historian, Architectural Reviewer

HPD LOG# 122605

cc: Richard Reycraft, PhD, Archaeological Reviewer, NM SHPO

35-01242 – Las Cruces Pioneer Women's Park Phase I

Project Timeline

The project timeline consists of four key phases, to include (1) grant acceptance processing, (2) solicitation of bid, (3) construction, and (4) closeout. The estimated timeframe for the project is as follows: (1) grant acceptance and processing: 2–3 months from receipt of grant agreement; (2) design work and contractor negotiations: 3–6 months; (3) construction: 16–24 months; (4) closeout: 3 months. Total estimated time to completion is 36 months.

Attachment B
LWCF Federal Financial Assistance Manual
Federal Financial Assistance Manual, Vol. 72 (available at
https://www.emnrd.nm.gov/spd/land-and-water-conservation-fund/

U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

LAND AND WATER CONSERVATION FUND
STATE ASSISTANCE PROGRAM



FEDERAL FINANCIAL ASSISTANCE MANUAL
Volume 72

Effective October 1, 2023

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CHAPTER 8 - POST-COMPLETION AND STEWARDSHIP

A. Purpose

Pursuant to the LWCF Act at 54 U.S.C. § 200301 et seq., 36 C.F.R. Part 59, and 2 C.F.R. § 200.316, this chapter contains the requirements for maintaining LWCF assisted sites and facilities in public outdoor recreation use following project completion and to assure that LWCF-assisted areas remain accessible to the general public including non-residents of assisted jurisdictions. These post-completion responsibilities apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the program in the assisted area or facility and consistent with the contractual agreement between NPS and the State. Responsibility for compliance and enforcement of these requirements rests with the State for both State and locally sponsored projects (36 C.F.R. § 59.1). The responsibilities cited herein are applicable to the area depicted or otherwise described on the LWCF boundary map and/or as described in other project documentation approved by the NPS (36 C.F.R. § 59.1).

B. Operation and Maintenance

Property acquired or developed with LWCF assistance shall be operated and maintained as follows:

1. The property shall be maintained so as to appear attractive and inviting to the public.

2. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.

3. Any outdoor recreation facilities should comply with all State and Federal legislation (e.g., 42 U.S.C. § 6901 et. seq. and the National Institute for Occupational Safety and Health (NIOSH) as required and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

4. Properties shall be kept reasonably open, accessible, and safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained for proper public safety.

5. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.

6. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.

7. A posted LWCF acknowledgement sign shall remain displayed at the project site pursuant to Chapter 7.

C. Post-Completion Inspections and Reporting

1. Purpose. In accordance with 2 C.F.R. § 200.330 and the FAIR, in order to determine whether properties acquired or developed with LWCF assistance are being retained and used for outdoor recreation purposes in accordance with the project agreement and other applicable program requirements, a State post-completion inspection is to be made within five years after final billing and at least once every five years thereafter.

   The following points should be taken into consideration during the inspection of properties that have been developed for public use:

   a. Retention and use. Is the LWCF boundary area intact and the property being used for outdoor recreation purposes including those intended through the projects funded with LWCF assistance?

   b. Appearance. Is the property attractive and inviting to the public?

   c. Maintenance. Is upkeep and repair of structures and improvements adequate? Is there evidence of poor workmanship or use of inferior quality materials or construction? Is vandalism a problem? Is the area being maintained?

   d. Management. Does staffing and servicing of facilities appear adequate?

   e. Availability. Is there evidence of discrimination (including based on residence, see Section D below)? Is the property readily accessible and open to the public during reasonable hours and times of the year?

   f. Signing. Is the area properly signed to allow for user information and safety, and proper acknowledgement of the federal Land and Water Conservation Fund?

   g. Interim use. Where lands have been acquired but not yet developed, the inspection should determine whether the interim uses of the property are in accordance with agreements with the NPS.

2. Reporting. The real property reporting requirements enacted in the FAIR (2 C.F.R. § 1400.329(d)) has resulted in different standards for assisted areas that ever benefitted from an LWCF acquisition or combination grant vs. areas that have received development grants only. (It may simplify matters for States to follow the same process for all assisted areas.) For sites that received acquisition or combination grants, States are required to submit a status report to the NPS every 5 years, regardless of whether there are issues with the park. The SF-429 (cover page and Attachment A) are to be used. Within 90 days of completion of the on-site inspection, the State shall submit to NPS the SF-429 and a copy of the post-completion on-site inspection report. The inspection report should include the date of inspection, description of the findings, and if applicable, a summary report of issues found and corrective actions taken or to be taken. Reports should note the condition of assisted facilities, particularly those that are at or near the end of their useful life and may need a

declaration of obsolescence if rehabilitation is not possible. The report should include certification by the SLO that such obsolescence is not a result of neglect or inadequate maintenance on the part of the project sponsor (see Section M).

Submitting an SF-429 and on-site inspection report for a park site that received development grants only remains optional except the State must forward the reports if a post-completion compliance problem such as park closure or non-recreation or private use occurring within the LWCF boundary area is discovered, for NPS review and action. Copies of all reports must be retained in the State files. The State shall report to the NPS the project numbers of all sites inspected and the dates of inspection on an annual basis.

3. Applicability. The provisions of this section apply to the LWCF-assisted area encompassing the area or facility assisted by the LWCF, regardless of the extent of LWCF assistance in that area or facility. That is, in cases where assistance is provided only for an acquisition, the entire park or recreational area involved, including developments on the lands so acquired, are subject to the provisions of this section. Where development assistance is given, the lands of the park or recreation area identified on the LWCF boundary area map are subject to this section.

4. State responsibility. Responsibility for enforcement of the provisions of this section rests with the State. The NPS will inspect LWCF assisted areas and facilities from time to time, but it shall conduct such visits in concert or through consultation with the State agency or SLO.

5. Costs. The costs of making post-completion inspections by the State are allowable overhead charges for LWCF assistance and are allowable costs covered by the indirect cost rate.

6. NPS inspections. Properties acquired or developed with LWCF assistance shall be available for inspection by the NPS Director or other NPS representatives.

D. Availability to Users

1. Discrimination on the basis of race, color, national origin, religion, or sex. Pursuant to Title VI of the 1964 Civil Rights Act, property acquired or developed with LWCF assistance shall be open to entry and use by all persons regardless of race, color, or national origin, who are otherwise eligible. Title 43, Part 17 (43 C.F.R. Part 17), effectuates the provisions of Title VI. The prohibitions imposed by Title VI apply to park or recreation areas benefiting from federal assistance and to any other recreation areas administered by the State agency or local agency receiving the assistance. Discrimination is also prohibited on the basis of religion or sex.

2. Discrimination on the basis of residence. The Prohibition of Discrimination section of the LWCF Act (54 U.S.C. § 200305(i)) provides that, with respect to property acquired and/or developed with LWCF assistance, discrimination on the basis of residence, including preferential reservation, membership or annual permit systems is prohibited except to the

extent that reasonable differences in admission and other fees may be maintained on the basis of residence. This prohibition applies to both regularly scheduled and special events (36 C.F.R. § 59.4(a)).

Fees charged to nonresidents cannot exceed twice the amount charged to residents. Where there is no charge for residents, but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable State or local public facilities. Reservation, membership, or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. Recipients are prohibited from providing residents the option of purchasing annual or daily permits while at the same time restricting nonresidents to the purchase of annual permits only (36 C.F.R. § 59.4(c)).

These provisions apply to whole recreation area within the LWCF boundary area. Nonresident fishing and hunting license fees are excluded from these requirements (36 C.F.R. § 59.4(c)).

3. Discrimination on the basis of disability. Section 504 of the Rehabilitation Act of 1973 requires no qualified person shall, on the basis of disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance. The Americans with Disabilities Act of 1990 (Public Law 100-336) simply references and reinforces these requirements for federally assisted programs.

4. Reasonable use limitations. Project sponsors may impose reasonable limits on the type and extent of use of areas and facilities acquired and/or developed with Fund assistance when such a limitation is necessary for maintenance or preservation. Thus, limitations may be imposed on the numbers of person using an area or facility or the type of users, such as "hunters only" or "hikers only." All limitations shall be in accordance with the applicable grant agreement and amendments.

E. Leasing and Concession Operations Within an LWCF Boundary Area

A project sponsor may provide for the operation of a LWCF boundary area by leasing the area/facility to a private organization or individual or by entering into a concession agreement with an operator to provide a public outdoor recreation opportunity at the Fund-assisted site.

As the principal grantee, the State is ultimately accountable for assuring compliance with the applicable federal requirements, and, therefore, the delegation or transfer of certain responsibilities to subrecipients or lessees does not relieve the State of its compliance burden. As the grant recipient, the State has agreed to provide suitable replacement property should the public use of the leased or concessioned area/facility be restricted or the outdoor recreation resource be compromised.

All lease documents and concession agreements for the operation of LWCF-assisted sites by private organizations or individuals must address the following:

1. In order to protect the public interest, the project sponsor must have a clear ability to periodically review the performance of the lessee/concessioner and terminate the lease/agreement if its terms and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility, are not met.

2. The lease/agreement document should clearly indicate that the leased/concessioned area is to be operated by the lessee/concessioner for public outdoor recreation purposes in compliance with provisions of the LWCF Act and implementing regulations (36 C.F.R. Part 59. As such, the document should require the area be identified as publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising, and is operated by a lessee/concessioner as identified in the public information to eliminate the perception the area is private.

3. The lease/agreement document should require all fees charged by the lessee/concessioner to the public must be competitive with similar private facilities.

4. The lease/agreement document should make clear compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, Americans with Disabilities Act) is required, and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

F. Conversions of Use

Property acquired or developed with LWCF assistance shall be retained and used for public outdoor recreation. Any property so acquired and/or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the approval of NPS pursuant to the LWCF Act (54 U.S.C. § 200305(f)(3)) and conversion requirements outlined in regulations (36 C.F.R. § 59.3). The conversion provisions of the LWCF Act, regulations, and these guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the program in the assisted area or facility and consistent with the contractual agreement between NPS and the State.

Responsibility for compliance and enforcement of these provisions rests with the State for both State and locally sponsored projects (36 C.F.R. § 59.1). The responsibilities cited herein are applicable to the area depicted or otherwise described on the LWCF boundary area map and/or as described in other project documentation approved by the DOI. This mutually agreed to area normally exceeds that actually receiving LWCF assistance so as to assure the protection of a viable recreation area.

Local sponsors must consult early with the State LWCF manager when a conversion is under consideration or has been discovered. States must consult with their NPS-LWCF manager as early as possible in the conversion process for guidance and to sort out and discuss details of the conversion proposal to avoid mid-course corrections and unnecessary delays. A critical first step is for the State and NPS to agree on the size of the LWCF-assisted area (or LWCF-assisted property) impacted by any non-recreation, non-public use, especially prior to any appraisal activity. Any previous LWCF project agreements and actions must be identified and understood to determine the actual LWCF boundary area.

If the NPS is alerted or otherwise becomes aware of an ongoing conversion activity that has not been approved, NPS shall request the SLO to advise the project sponsor of the necessary prerequisites for approval of a conversion. If the conversion activity continues, NPS shall formally notify the State it must take appropriate action to preclude the project sponsor from proceeding further with the conversion, use, and occupancy of the area pending NPS independent review and decision of a formal conversion proposal (see Section 10 below).

The NPS has the authority to disapprove conversion requests and/or to reject proposed property substitutions if it is not in accordance with the provisions of the LWCF Act. This approval should not be considered a right of the project sponsor. The Regional Offices will coordinate closely with the Washington Office on any conversions that may be precedent setting and/or from which litigation is likely.

1. Situations that trigger a conversion include:

    a. Property interests are conveyed for private use or non-public outdoor recreation uses.

    b. Non-outdoor recreation uses (public or private) are made of the project area or a portion thereof, including those occurring on pre-existing rights-of-way and easements, or by a lessor.

    c. Unallowable indoor facilities are developed within the project area without NPS concurrence, such as unauthorized public facilities and sheltering of an outdoor facility.

    d. Public outdoor recreation use of property acquired or developed with LWCF assistance is terminated.

2. Situations that may not trigger a conversion if NPS determines that certain criteria are met include:

    a. Underground utility easements that do not impact the recreational use of the park and is restored to its original surface condition (see Section G below).

    b. Proposals to construct public facilities, such as recreation centers and indoor pool buildings, within an LWCF boundary area where it can be shown there is a gain or increased benefit to the public outdoor recreational opportunity. These proposals must be reviewed by the NPS as a "public facility request" (see Section I below). The State should consult with the NPS early in the formative stages of developing proposals to construct indoor facilities within an LWCF boundary area (see Section I below).

    c. Proposals for "temporary non-conforming uses," that is temporary non-recreation activities of less than a six-month duration within an LWCF boundary area, must be reviewed by the NPS (see Section K below).

d. Proposals to build sheltered facilities or to shelter existing facilities within an LWCF boundary area provided they do not change the overall public outdoor recreation characteristics and otherwise meet the sheltering criteria in Chapter 3. The NPS review and concurrence of such proposals will not trigger a conversion (see Section L below).

e. Proposals for changing the overall outdoor recreation use of an LWCF-assisted area from that intended in the original LWCF project agreement. These proposals must be reviewed by the NPS (see Section M below).

3. Prerequisites to the NPS consideration of conversions. Formal requests from the project sponsor for permission to convert LWCF assisted areas in whole or in part to other than public outdoor recreation uses must be submitted by the SLO to NPS in writing and conform to the prerequisites set forth in 36 C.F.R. § 59.3(b).

States shall consult with NPS when conversions are proposed or discovered and prior to making the formal request to NPS. States shall use the C&S Form to prepare its conversion proposal (see Chapter 4). The following prerequisites that must be met before NPS will consider the formal conversion request:

a. All practical alternatives to the conversion have been evaluated and rejected on a sound basis.

b. The fair market value of the property to be converted or lost has been established and the property proposed for substitution or new replacement recreation area is of at least equal fair market value as established by a State approved appraisal (prepared in accordance with the UASFLA (see Chapter 4), excluding the value of structures or facilities that will not directly enhance its outdoor recreation utility.

c. The property proposed for replacement is of reasonably equivalent usefulness and location as that being converted. Depending on the situation, and at the discretion of the NPS, the replacement property need not provide identical recreation experiences or be located at the same site, provided it is in a reasonably equivalent location. Generally, the replacement property should be administered by the same political jurisdiction as the converted property. NPS will consider State requests to change the project sponsor for any replacement property when it is determined a different political jurisdiction can meet the criteria for replacement properties. Equivalent usefulness and location will be determined based on the following criteria:

(1) Property to be converted must be evaluated in order to determine what recreation needs are being fulfilled by the facilities which exist and the types of outdoor recreation resources and opportunities available. The property being proposed for substitution must then be evaluated in a similar manner to determine if it will meet recreation needs that are at least like in magnitude and impact to the user community as the converted site. This criterion is applicable in the consideration of all conversion requests with the exception of those where wetlands are proposed as the replacement property.

Wetland areas and interests therein shall be considered to be of reasonably equivalent usefulness as compared to the recreational usefulness of the property proposed for conversion if they have been identified in the wetlands provisions of the SCORP in accordance with 54 U.S.C. § 200305(f)(3) of the LWCF Act and conversion requirements (36 C.F.R. § 59.3).

(2) Replacement property need not necessarily be directly adjacent to or close by the converted site. This policy provides the administrative flexibility to determine location recognizing that the property should meet existing public outdoor recreation needs. While generally this will involve the selection of a site serving the same community(ies) or area as the converted site, there may be exceptions. For example, if property being converted is in an area undergoing major demographic change and the area has no existing or anticipated future need for outdoor recreation, then the project sponsor should seek to locate the substitute area in another location within the jurisdiction. Should a local project sponsor be unable to replace converted property, the State would be responsible, as the primary recipient of federal assistance, for assuring compliance with these requirements and for the substitution of replacement property.

(3) The acquisition of one parcel of land may be used in satisfaction of several approved conversions (see Section 6 below) and vice versa.

d. The property proposed for replacement meets the eligibility requirements for LWCF assisted acquisitions (see Chapter 3). The replacement property must constitute or be part of a viable recreation area. Viability and recreational usefulness is dependent upon the proposed outdoor recreation development plan and timetable for the development of the replacement parks. If full development of the replacement site(s) will be delayed beyond three years from the date of conversion approval, the conversion proposal shall explain why this is necessary (see Chapter 3.B.7).

For proposed replacement property with a history of contamination, proposals must address the nature of the contamination, how the contaminated area has been or will be remediated, how the area will be developed into a safe, public outdoor recreation area, and how provisions will be put in place to monitor the new replacement recreation area to ensure public health and safety in perpetuity. Certain contaminated areas may not meet the equal or greater recreational usefulness prerequisite for replacement land. Early coordination with NPS for conversion proposals involving contaminated replacement land, even if remediated, is required (see 3.4 below).

Unless each of the following additional conditions (also see Chapter 3) is met, land currently owned by another public agency may not be used as replacement land for land acquired as part of an LWCF project:

(1) The replacement land was not originally acquired by the sponsor or selling agency for recreation.

(2) The replacement land has not been previously dedicated or managed for recreational purposes while in public ownership.

(3) No federal assistance was provided in the replacement land's original acquisition unless the assistance was provided under a program expressly authorized to match or supplement LWCF assistance.

(4) Where the project sponsor acquires replacement land from another public agency, the selling agency must be required by law to receive payment for the land so acquired (see Chapter 3.A.9).

An exception may be made to this condition only in the case of development projects for which the project sponsor's match was not derived from the cost of the purchase or value of a donation of the land to be converted, but from the value of the development itself. In this case, public land that has not been previously dedicated or managed for recreation/conservation use may be used as replacement land even if this land is currently owned by the project sponsor or is transferred from one public agency to another without cost.

e. In the case of LWCF-assisted areas that are partially rather than wholly converted, the impact of the converted portion on the remaining area shall be considered. If such a conversion is approved, the unconverted area must remain recreationally viable or be part of the conversion footprint.

f. All necessary coordination with other federal agencies has been satisfactorily accomplished including, for example, compliance with Section 4(f) of the Department of Transportation Act of 1966.

g. The guidelines for environmental review under NEPA have been satisfactorily completed and considered by NPS during its review of the proposed LWCF conversion action. In cases where the proposed conversion arises from another federal action, NPS final review of the State's proposal shall not occur until the NPS is assured all environmental review requirements for the other federal action have been met, e.g., Army Corps of Engineer permits.

The purpose and scope of the environmental review process must analyze not only the significant impacts to the LWCF-assisted area that will be lost, but also the development of the new replacement recreation area. The scope of the environmental review should not include impacts of the action precipitating the conversion on resources beyond the LWCF boundary area, such as impacts of a new housing development or a school on a neighborhood.

The environmental analysis must be conducted in a neutral and factual manner and result in statements that reflect this same neutrality so the interested and affected public can focus on and understand the details of the proposed federal action of an LWCF-assisted area being lost and providing the new replacement recreation area

according to 36 C.F.R. § 59.3. The environmental analysis documents should not include statements that promote or justify the action precipitating the conversion, such as proclaiming that the lost LWCF-assisted area is the best location for a new fire station.

For detailed guidance on NEPA and how to conduct environmental reviews for LWCF conversions, consult Chapter 4 of this manual, and the NPS.

h. Adherence to State intergovernmental review procedures as appropriate (see Chapter 4).

i. The proposed conversion and substitution are in accordance with the SCORP.

4. State preparation of conversion proposal for NPS review: To avoid any unnecessary delays, duplication of effort, and mid-course corrections, the States shall consult with NPS early when conversions are proposed or discovered to ensure:

   a. the extent of impact from the conversion activity on the LWCF boundary area is mutually agreed upon; and

   b. the acceptability of proposed new replacement recreation area has been explored prior to State/local sponsor expenditure of resources on appraisals and the required environmental review process to be undertaken in accordance with NEPA.

   The State shall coordinate the development of the conversion proposal including ensuring the project sponsor complies with applicable federal, State and local laws, regulations and permit requirements. As the proposal is developed, the State may enlist the assistance of NPS to provide technical guidance as needed, especially for complex and controversial conversions. A State's submission of a formal conversion request to NPS is a State's endorsement of the conversion. If a State does not concur or endorse the conversion, then the proposal should not be forwarded to NPS for formal review and decision.

5. NPS review of the State conversion proposal. NPS will conduct an independent review of the proposal using the conversion prerequisites and any other critical factors that may have arisen during proposal development. If the State has adequately addressed the prerequisites, and NPS finds no other reason to deny the request, the NPS administrative record will be documented as such and an amendment will be signed approving the conversion.

6. Banking excess fair market value of replacement land for future conversions. The acquisition of one parcel of replacement land may be used in satisfaction of several approved conversions.

   Excess fair market value (FMV) of a replacement property can be "banked" for a period not to exceed five years from the date of the initial conversion amendment. During this time period, the same project sponsor may process another conversion where the new

replacement property satisfies the equal usefulness criterion but falls short of the equal fair market value requirement, so the banked FMV is used to make up the difference.

The initial replacement property with the excess fair market value may not be used to satisfy the equal usefulness criterion for subsequent conversions unless additional conversions are anticipated by the sponsor at the time of the original conversion request and the accompanying documentation clearly addresses how the replacement property would satisfy the equal usefulness criteria for the original conversion as well as those that are anticipated.

7. Conversions on leased land. Should a conversion occur on leased land during the term of the lease, the State must comply with the conversion requirements of LWCF (54 U.S.C.§ 200305(f)(3)) including the provision of replacement land. In this instance, the conversion of the original lease can be replaced with a leasehold interest for a period of time that is not less than the time remaining on the original lease, and, which fulfills the recreation commitment agreed to in the original lease agreement.

   For existing projects that involve leases, the responsibility for retaining the property in recreation terminates at the end of the lease period unless the grant agreement calls for some other arrangement. Lease agreements containing a renewal clause that can be exercised by the lessee must be reviewed to ensure that LWCF compliance will continue throughout the duration of the next lease period.

8. Conversion proposal documentation. A conversion requires an amendment to the original project agreement. Therefore, the amendment should be submitted concurrently with the formal conversion request or at such time as all details of the conversion have been worked out with NPS (36 C.F.R. § 59.3(c)).

   The formal conversion proposal submission to NPS must include the following items:

   a. A recommendation letter briefly describing the conversion proposal and requesting NPS review and approval

   b. Standard Form 424 for amendments (see Chapter 7)

   c. C&S Form including the environmental resources survey, and an EA document analyzing the entire conversion proposal (the lost LWCF-assisted area, the remaining LWCF-assisted area for partial conversions, and the new replacement recreation area in one document).

   d. LWCF project amendment form identifying changes to the original LWCF boundary area caused by the conversion and to establish a new LWCF boundary around the new replacement recreation area(s)

   e. Signed and dated LWCF boundary area map for any remaining LWCF-assisted area resulting from a partial conversion, and for the new replacement recreation area(s)

f. Description and Notification Form (DNF)

Once the conversion has been approved by NPS, replacement property should be immediately acquired and developed according to the replacement proposal timetable. If development will be delayed beyond three years from the date of NPS conversion approval, then a request for delayed development beyond three years with a justification for the delay must be made to NPS (See Chapter 3.B.7.c).

9. Small conversions. Small conversions are partial conversions in which no more than ten percent (10%) of the whole LWCF-assisted area will be removed from having to comply with LWCF recreation area provisions. Whether a conversion can qualify for the policy should be established during the early consultation stage with the NPS and prior to developing the small conversion proposal.

To qualify, the replacement property must be contiguous with the current site, or another existing park or recreation area, and otherwise meets the eligibility requirements for an acquisition grant (as outlined in Chapter 3.B. of the Manual). The existing park does not need to be currently administered as part of the LWCF recreation estate, but it will become subject to LWCF recreation area provisions going forward just as it would in the case of an acquisition grant as an expansion of an existing park. The replacement property must be made available to the public per the conversion regulations at 36 C.F.R. § 59.3.

In addition, small conversions must qualify as a categorical exclusion under the NEPA. Small conversions by definition do not have the potential for significant environmental impacts to recreation resources; however, NPS requires documentation from the State to demonstrate that there are no significant environmental impacts on:

- The recreation resources being removed from the LWCF recreation area;
- The viability of the remaining land still subject to LWCF recreation area provisions and its surrounding environment; or
- The new replacement parkland.

Because small conversion proposals are less complex, NPS review and decision can be facilitated when:

a. Minor or no environmental impacts would occur on resources being removed from the LWCF-assisted area, on the remaining LWCF-assisted area, and on the contiguous new replacement recreation area that will become subject to the provisions of LWCF per the environmental resources survey. This includes consideration of impacts to historic resources per the NHPA Section 106 process. The entire conversion proposal is categorically excluded from further environmental review under NEPA (see Chapter 4).

b. The proposed conversion is not controversial.

The State's proposal must include:

a. Transmittal letter describing the entire small conversion proposal.

b. Standard Form 424

c. C&S Form with the portion for conversions completed indicating that a categorical exclusion is justified.

d. LWCF project amendment form.

e. Description and Notification Form

f. Revised LWCF boundary area map indicating the deletion of the small converted area and the addition of the replacement property.

10. Discovering unauthorized conversions. When it is discovered that an LWCF-assisted area has been converted without NPS approval, a conversion proposal must be submitted to and reviewed by the NPS for approval. The NPS shall notify the State it is in violation of the grant contract, program regulations, and law, and an immediate resolution of the unapproved conversion must be expedited. The project sponsor shall be put on notice by the State it is ineligible for future grants until satisfactory steps have been taken towards resolution as determined by NPS. The federal action and undertaking will review the remaining actions required to meet the conditions of the Act (54 U.S.C. § 200305(f)(3)) and requirements of the conversion regulations (36 C.F.R. § 59.3). Typically, this entails review of the replacement property and development of recreation equivalency for public outdoor recreation.

    Resolution of the conversion will require State and NPS review of the conversion proposal as previously set forth in Section F.4 above including the provision of suitable replacement property.

    If the sponsor has already provided replacement property without NPS approval, the eligibility of the replacement land must meet the same LWCF requirements as if it had not yet been acquired. It is incumbent upon the State to make the case that the replacement land fully meets these requirements.

    Failure by the State to take steps to follow this procedure shall be considered cause for NPS to apply penalty options described in Section N below.

11. Conversions with delayed replacement. Exceptions to the immediate replacement requirement (see Section 8 above) will be allowed only when it is not possible for replacement property to be identified prior to the State's request for the conversion. The State must provide an express commitment to satisfy LWCF substitution requirements within a specified period, normally not to exceed one year following conversion approval for the LWCF-assisted area to be lost (36 C.F.R. § 59.3(c)). Such proposals are not routine and must include sufficient evidence to justify why such a delay is necessary. The commitment for delayed replacement will be in the form of an amendment to the grant agreement.

G. Underground Utility Easements and Rights-of-Way

Originally, this policy was written to apply only to utilities serving the park or local needs, such as water for agricultural irrigation, or distribution of gas or electricity to the park or local homes and businesses in communities adjacent to the park. The narrow right of way needed meant the impacts to existing public outdoor recreation were typically not significant.

Currently, many of the proposed underground "utility" projects involve installation of what is actually transportation infrastructure, both in their purpose and regulation, to facilitate efficient movement of goods and services. Often the alignments for these underground utility projects extend for miles beyond the LWCF recreation area, cross multiple jurisdictions including state lines, require land owners to surrender or give up a property right through an executed legal instrument (easement), and maintain standardized rights of way widths of 50 to 200 feet instead of the 20 to 30 feet more typical of local utility lines. Many of these do not meet the policy.

The State may allow installation of underground utilities within an LWCF boundary area as long as the ground above the alignment can be and is restored to its pre-existing condition to ensure the continuation of public outdoor recreational use of the area within 12 months after the ground is disturbed. Unless there is a pre-existing easement, the legal arrangement providing the rights for the utility must be a license or other limited use agreement. Arrangements that require granting property rights such as an easement will constitute a conversion.

If the recreation use is not restored within the 12-month period, or the utility installation results in permanent above-ground changes, the NPS shall be consulted to determine if the changes will trigger a conversion.

States are to consult with the NPS for all proposals involving the installation of any type of underground infrastructure (from fiber optic lines to pipelines) under LWCF-assisted areas throughout the State, where an entity is either:

1. exercising rights under a pre-existing easement or right-of-way to install new or expand capacity; or

2. requesting a new right-of-way where there is no pre-existing alignment.

If present or future outdoor recreation opportunities will be impacted in the easement area or in the remainder of the LWCF boundary area, a conversion will be triggered.

H. Commercial Signage within LWCF Boundary Areas

Commercial signs are only allowable within LWCF boundary areas when the advertising is attached to allowable park structures such as benches, fencing, walls, and buildings and are not inconsistent with the park setting and/or the built environment in which it is located (e.g., athletic fields). Signs may face either outside or inside the park. Commercial advertising in the form of a stand-alone structure such as a billboard that creates a footprint in the park, or commercial signage permanently affixed to a natural feature within the LWCF-assisted area, is a conversion regardless of which direction it faces.

I. Proposals to Construct Public Facilities

Public facility requests will only be concurred with if the public facility clearly enhances or benefits outdoor recreation use of the entire park, and the facility is compatible with and supportive of the outdoor recreation resources and opportunities of the LWCF-assisted area. The State shall use the C&S Form to document its public facility proposal using the following criteria and submit it along with a project amendment agreement and a recommendation for federal concurrence that a conversion is not triggered.

The NPS will consider requests to construct sponsor-funded public facilities when the following criteria have been met:

1. Uses of the facility will be compatible with and supportive of outdoor recreation at the rest of the site and recreation use remains the overall primary function of the site. The proposed public facility includes a recreation component and encourages the outdoor recreation use of the remaining LWCF boundary area.

2. All design and location alternatives have been adequately considered, documented, and rejected on a sound basis.

3. The proposed structure is compatible and significantly supportive of the outdoor recreation resources of the site, whether existing or planned. The park's outdoor recreation use must continue to be greater than that expected for any indoor uses, unless the site is a single use facility, such as a swimming pool building, which virtually occupies the entire site.

   Examples of uses which would not ordinarily be allowed include, but are not limited to, a community recreation center which takes up all or most of a small park site, clinics, police stations, restaurants catering primarily to the general public, fire stations, professional sports facilities or commercial resort or other facilities which: (1) are not accessible to the general public; or, (2) require memberships; or, (3) which, because of high user fees, have the effect of excluding elements of the public; or, (4) which include office, residential or elaborate lodging facilities.

   Restaurant-type establishments with indoor dining/seating that cater primarily to the outdoor recreating public must be reviewed under this public facility policy. Other park food service operations such as snack bars, carry-out food service, and concession stands with outdoor dining including pavilions and protected patios are allowable without further NPS if the primary purpose is to serve the outdoor recreating public.

4. Potential and future benefits to the total park's outdoor recreation utility must be identified in the proposal. Any costs or detriments should be documented and a net recreation benefit must result.

5. The proposed facility must be under the control and tenure of the public agency that sponsors and administers the original park area.

6. The proposal has been adequately reviewed at the state level and has been recommended by the SLO.

J. Pre-existing Buildings within LWCF Boundary Areas

Buildings located within the LWCF boundary area that were constructed before the award of an LWCF grant and establishment of the LWCF boundary area can be important backdrops or anchors that hold special meaning for park visitors and local communities. Restoration and reuse of these pre-existing buildings may offer opportunities for attracting visitors to a public park area and for keeping them secure and maintained, all while conducting operations that support the LWCF outdoor recreation purpose of the site.

A necessary first step for pre-existing building proposals is to determine if the subject building is included within the LWCF boundary area, and if so, whether it was constructed before or after LWCF boundary area was first established. If the building was constructed after the boundary was established or has yet to be constructed, please refer instead to the Public Facilities policy, in Section I above.

Allowable uses of pre-existing buildings constructed before the LWCF boundary area establishment where NPS approval is not required include the following supporting uses:

1. Site administration, operation and maintenance;
2. Visitor information, park interpretation, education, and historic structure tours;
3. Park safety and security;
4. Resource protection and park related research;
5. Site visitor amenities including lodging (see details below) and dining (see details below); gift shops/park stores; and comfort facilities; and
6. Assembly for park/outdoor recreation related meetings and public programs (see details below.

If the SLO determines the proposed use of a pre-existing building will primarily support the outdoor recreation purpose(s) within the LWCF boundary area, NPS review is not required. The NPS should be consulted if any of the above indoor uses will primarily support or serve other non-LWCF-assisted areas at the same time, other non-LWCF assisted areas in the system (e.g., system-wide maintenance facilities), and/or the non-park using public.

Lodging, Dining, and Meeting facilities: LWCF-assisted areas consist of many types of visitor amenities, including accommodations for lodging, dining, and meetings as follows:

Overnight accommodations: These types of indoor overnight accommodations are allowable when the primary purpose is serving visitors of the LWCF-assisted area as the primary market and not the general non-park using public:

1. Cabins
2. Multi-bed hostels
3. Multi-unit lodge

4. Bed and breakfast operations; inns

Dining: These types of indoor dining accommodations are allowable when the primary purpose is serving visitors of the LWCF-assisted area as the primary market and not the general non-park using public:

1. Restaurant-type establishments
2. Snack bars
3. Carry-out food service
4. Concession stands

Meeting facilities: Types of allowable indoor meeting uses include activities, meetings, events, classes, and programs primarily for outdoor recreation and park-related purposes.

Improvements to Pre-existing Buildings: NPS review and approval is not needed for proposed improvements or changes to buildings accommodating the allowable uses described above, including related renovations and support facilities such as parking and storage, as long as the intended use of these improvements is continued support of the primary outdoor recreation purpose of the LWCF-assisted area. The State is responsible for ensuring this purpose is maintained, and that the building improvements and enhancements will not dominate the outdoor recreation use of the LWCF-assisted area, which could trigger a conversion pursuant to the LWCF Act. However, improvements that will increase the footprint of the pre-existing building or supporting facilities will require review.

NPS review is required for uses of pre-existing buildings constructed before LWCF grant award if: the proposed building uses will primarily support and serve areas not within the LWCF boundary area, will support non-outdoor recreation purposes, and/or will support the non-park using public. For these uses, NPS review is required to determine if the use will trigger a conversion.

K. Requests for Temporary Non-Conforming Uses within LWCF Boundary Areas

All requests for temporary uses for purposes that do not conform to the public outdoor recreation requirement must be submitted to and reviewed by the State. The State, in turn, will submit a formal request to NPS describing the temporary non-conforming use proposal.

Continued use beyond six-months will not be considered temporary, but will result in a conversion of use and will require the State/project sponsor to provide new replacement recreation area(s) pursuant to 54 U.S.C. § 200305(f)(3) of the LWCF Act.

1. Criteria. NPS will use the following criteria to evaluate each request:

    a. The size of the LWCF-assisted area affected by any temporary non-recreation use shall not result in a significant impact on public outdoor recreation use. This means that the site of the temporary activity should be sufficiently small to restrict its impacts on other areas of a LWCF-assisted area.

b. A temporary use shall not result in permanent damage to the LWCF-assisted area, and appropriate measures will be taken to ensure the outdoor recreation area is restored for public recreation use and there are no residual impacts on the site once the temporary use is concluded.

c. No practical alternatives to the proposed temporary use exist.

d. The proposal has been adequately reviewed at the state level and has been recommended by the SLO.

2. Required proposal documentation. The State's formal proposal to NPS shall include:

a. SLO recommendation

b. C&S Form providing a complete description of the proposed temporary use, including

(1) start and completion dates;

(2) identification of the portion of the site affected, including a map showing the relationship of the temporary use site to the full area within the LWCF boundary area and a justification of why the area needed is the minimum necessary for the proposed use;

(3) an analysis of the alternatives to the proposed use that were considered;

(4) a description of both immediate impacts on the site as a result of the temporary use and any residual or long-term impacts on the site's environment or on recreation use;

(5) a description of any appropriate actions that will be taken to restore the site for public outdoor recreation use and a schedule for their implementation; and,

c. An acknowledgement by the SLO a full conversion will result if the temporary use has not ceased after the maximum six-month period allotted.

L. Sheltering Facilities within LWCF-assisted Areas

NPS approval is required to shelter an existing recreation facility located within an LWCF-assisted area. See Chapter 3.C.7 for further guidance.

M. Obsolete Facilities

Recipients are not required to continue operation of a particular recreation area or assisted facility beyond its useful life (36 C.F.R. § 59.3(d)). However, 54 U.S.C. § 200305(f)(3) of the LWCF Act and 36 C.F.R. § 59.1 of the regulations require project sponsors to continue to maintain the entire area within the LWCF boundary area in some form of public outdoor recreation use. The LWCF Act obligations cannot be discharged by declaring a facility obsolete.

Notwithstanding neglect or inadequate maintenance on the part of the project sponsor, a recreation area or facility may be determined to be obsolete if:

1. reasonable maintenance and repairs are not sufficient to keep the recreation area or facility operating;

2. changing recreation needs dictate a change in the type of facilities provided;

3. park operating practices dictate a change in the type of facilities required; or,

4. the recreation area or facility is destroyed by fire, natural disaster, or vandalism.

States may determine a facility is obsolete and permit its use to be discontinued or allow a particular type of recreation use of the LWCF assisted area to be changed provided that the project record maintained by the State is documented by the sponsor with a justification statement for determining obsolescence and the State concurs in the change. However, NPS approval must be obtained prior to any change from one LWCF allowable use to another when the proposed use would significantly contravene the original plans for the area. See Section L below for further guidance.

If, in the judgment of the State, the facility is needed and was lost through neglect or inadequate maintenance, then replacement facilities must be provided at the current value of the original investment.

LWCF assistance may be provided to renovate outdoor recreation facilities that have previously received LWCF assistance if the State determines the renovation is not required as a result of neglect or inadequate maintenance and the State documents the project record to that effect.

N. Significant Change of Use

The LWCF Act requires project sponsors maintain the entire area defined in the project agreement in some form of public outdoor recreation use. NPS approval must be obtained prior to any change from one eligible use to another when the proposed use would significantly contravene the original plans or intent for the area as described in the original LWCF project(s). NPS approval is not, however, required for each and every facility use change. Uses within an LWCF-assisted area should be viewed in the context of overall use and should be monitored in this context. A change from a swimming pool with substantial recreational development to a less intense area of limited development such as a passive park, or vice versa, would, for example, require NPS review and approval (36 C.F.R. § 59.3(d)).

The State shall notify the NPS in writing of a proposal to significantly change the use of LWCF-assisted area in advance of this occurrence. The NPS will expedite a determination of whether a formal review and approval process will be required. A primary NPS consideration in the review will be the consistency of the proposal with the SCORP.

If the change in use proposal requires a formal review and approval by NPS, the State shall complete the C&S Form (see Chapter 4).

Changes to other than public outdoor recreation use constitute a conversion and will require NPS approval and the substitution of replacement land in accordance with the LWCF Act.

O. Remedies for Failure to Comply with Federal Laws and Regulations

Pursuant to 2 C.F.R. § 200.339, when the NPS determines a State has violated or failed to comply with applicable federal law, regulations, and/or grant terms and conditions that govern the Program and the financial assistance awards issued under it, the NPS may impose additional conditions consistent with 2 C.F.R. § 200.208 on the State (and/or the State may impose them on the subrecipient). If the noncompliance cannot be remedied through these conditions, further actions may be taken as appropriate to the circumstances until compliance or correctional action has been accomplished. These actions include: temporarily withholding payment of federal funds to the State on account of such project, disallowing costs, suspending or terminating the award, initiating suspension or debarment proceedings, withholding funds for other projects of the State, withholding approval of further projects of the State, or taking other remedies that might be legally available.

Attachment C
LWCF 6(f)(3) Boundary Map



Attachment D
New Mexico Department of Game and Fish Environmental Species Review

New Mexico Department of Game and Fish
Project ID: NMERT-3419
Project Number: LWCF 35-01242

PROJECT INFORMATION

Project Title:	Las Cruces Pioneer Womens Park LWCF improvements
Project Type:	RECREATION ACTIVITIES, PARKS
Latitude/Longitude (DMS):	32.310332 / -106.784349
County(s):	DONA ANA
Project Description:	City of Las Cruces has applied for an LWCF grant to make improvements at their existing Pioneer Womens Park in the downtown area. Specifically, the city will widen the four existing concrete pathways from 4 to 10 ft, and will repair stone retaining walls. Ground disturbance involves removing some existing turf alongside each walkway and replace with concrete for better ADA accessibility. Environmental and cultural studies are currently underway. The city will begin the project upon award and will finish within 3 years.

REQUESTOR INFORMATION

Project Organization:	
Contact Name:	Robert Stokes
Email Address:	robert.stokes@emnrd.nm.gov
Organization:	New Mexico State Parks
Address:	NM State Parks, 1220 S. St. Francis Drive, Santa Fe NM 87505
Phone:	5054790911

OVERALL STATUS

The information contained within this report comprises the recommendations of the New Mexico Department of Game and Fish (Department) for management and mitigation of proposed project impacts to wildlife and habitat resources; see the Project Recommendations section below for further details. No further consultation with the Department is required based on the project's location and, with implementation of mitigation measures described in the Project Recommendations section below, no adverse effects to wildlife or important habitats are anticipated. However, a Department biologist may be in touch within 30 days if they determine that further review is required.

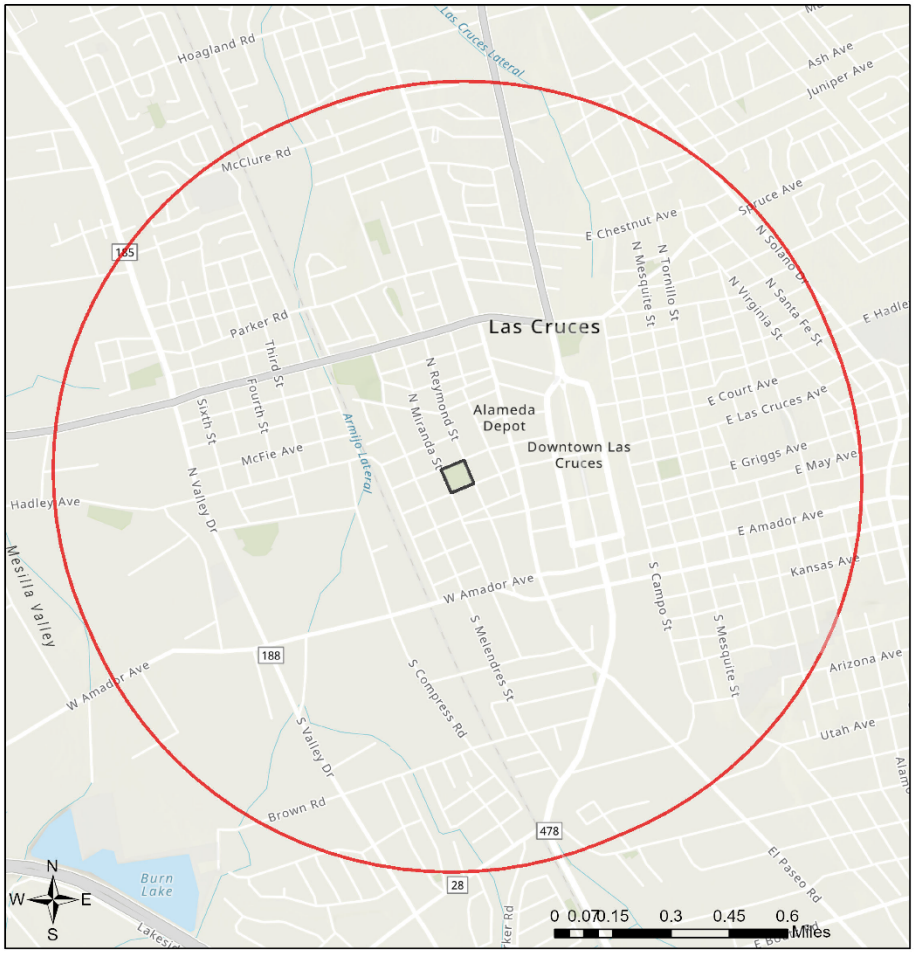
New Mexico Department of Game and Fish
Project ID: NMERT-3419
Project Number: LWCF 35-01242

About this report:

- This environmental review is based on the project description and location that was entered. The report must be updated if the project type, area, or operational components are modified.
- This is a preliminary environmental screening assessment and report. It is not a substitute for the potential wildlife knowledge gained by having a biologist conduct a field survey of the project area. Federal status and plant data are provided as a courtesy to users. The review is also not intended to replace consultation required under the federal Endangered Species Act (ESA), including impact analyses for federal resources from the U.S. Fish and Wildlife Service (USFWS) using their Information for Planning and Consultation tool.
- This report contains information on wildlife species protected under the ESA and the Wildlife Conservation Act (WCA), Species of Greatest Conservation Need (SGCN), and Species of Economic and Recreational Importance (SERI). Species listed under the ESA are protected from take at the federal level and under the WCA are protected from take at the state level. SGCN are identified in the State Wildlife Action Plan (SWAP) for New Mexico; all of these species are considered to be of conservation concern but not all of them are protected from take at the state or federal level. The harvest of all SERI is regulated at the state level. The Department has no authority to designate critical habitat for species listed under the WCA; only the USFWS can designate critical habitat for species listed under the ESA.
- The New Mexico Environmental Review Tool (ERT) utilizes species observation locations and species habitat suitability models, both of which are subject to ongoing change and refinement. Inclusion or omission of a species within a report cannot guarantee species presence or absence within your project area. To determine occurrence of any species listed in this report, or other wildlife that may be present within your project area, onsite surveys conducted by a qualified biologist during appropriate, species-specific survey timelines may be necessary.
- The Department encourages use of the ERT to modify proposed projects for avoidance, minimization, or mitigation of wildlife impacts. However, the ERT is not intended to be used in a repeatedly iterative fashion to adjust project attributes until a previously determined recommendation is generated. The ERT serves to assess impacts once project details are developed. The New Mexico Crucial Habitat Assessment Tool, the data layers from which are included in the ERT, is the appropriate system for advising early-stage project planning and design to avoid areas of anticipated wildlife concerns and associated regulatory requirements.

New Mexico Department of Game and Fish
Project ID: NMERT-3419
Project Number: LWCF 35-01242

Las Cruces Pioneer Womens Park LWCF improvements



NHNM, USGS, USFS, US Census Bureau, NMDGF
City of Las Cruces GIS, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS
Esri, NASA, NGA, USGS, FEMA

New Mexico Department of Game and Fish
Project ID: NMERT-3419
Project Number: LWCF 35-01242

Special Status Animal Species Potentially within 1 Miles of Project Area

Common Name	Scientific Name	USFWS (ESA)	NMDGF (WCA)	NMDGF SGCN/SERI	USFS	USFS SCC	BLM
Barking Frog	Craugastor augusti			SGCN			
Northern Leopard Frog	Lithobates pipiens			SGCN	Sensitive Species	USFS R3 SCC	BLM SENSITIVE
Eared Grebe	Podiceps nigricollis			SGCN			
American Bittern	Botaurus lentiginosus			SGCN			BLM WATCH
Bald Eagle	Haliaeetus leucocephalus		T	SGCN	Sensitive Species		BLM SENSITIVE
Common Black-Hawk	Buteogallus anthracinus		T	SGCN	Sensitive Species		BLM WATCH
Aplomado Falcon	Falco femoralis		E	SGCN			
Peregrine Falcon	Falco peregrinus		T	SGCN			BLM WATCH
Snowy Plover	Charadrius nivosus nivosus			SGCN			
Elf Owl	Micrathene whitneyi			SGCN			BLM WATCH
Western Burrowing Owl	Athene cunicularia hypugaea			SGCN	Sensitive Species	USFS R3 SCC	BLM SENSITIVE
Common Nighthawk	Chordeiles minor			SGCN			
Lewis's Woodpecker	Melanerpes lewis			SGCN		USFS R3 SCC	BLM WATCH
Bank Swallow	Riparia riparia			SGCN			
Pinyon Jay	Gymnorhinus cyanocephalus			SGCN		USFS R3 SCC	BLM SENSITIVE
Juniper Titmouse	Baeolophus ridgwayi			SGCN		USFS R3 SCC	BLM WATCH
Pygmy Nuthatch	Sitta pygmaea			SGCN			
Western Bluebird	Sialia mexicana			SGCN			
Mountain Bluebird	Sialia currucoides			SGCN			
Bendire's Thrasher	Toxostoma bendirei			SGCN		USFS R3 SCC	BLM SENSITIVE
Sprague's Pipit	Anthus spragueii			SGCN			BLM SENSITIVE
Loggerhead Shrike	Lanius ludovicianus			SGCN		USFS R3 SCC	BLM WATCH

New Mexico Department of Game and Fish
Project ID: NMERT-3419
Project Number: LWCF 35-01242

Special Status Animal Species Potentially within 1 Miles of Project Area

Common Name	Scientific Name	USFWS (ESA)	NMDGF (WCA)	NMDGF SGCN/SERI	USFS	USFS SCC	BLM
Bell's Vireo	Vireo bellii		T	SGCN			BLM SENSITIVE
Virginia's Warbler	Leiothlypis virginiae			SGCN			BLM SENSITIVE
Lucy's Warbler	Leiothlypis luciae			SGCN			BLM WATCH
Black-Throated Gray Warbler	Setophaga nigrescens			SGCN			BLM WATCH
Black-Chinned Sparrow	Spizella atrogularis			SGCN			BLM WATCH
Vesper Sparrow	Pooecetes gramineus			SGCN			
Thick-billed Longspur	Rhynchophanes mccownii			SGCN			BLM SENSITIVE
Chestnut-Collared Longspur	Calcarius ornatus			SGCN			BLM SENSITIVE
Cassin's Finch	Haemorhous cassinii			SGCN			BLM WATCH
Spotted Bat	Euderma maculatum		T	SGCN	Sensitive Species	USFS R3 SCC	BLM SENSITIVE
Gray-Checkered Whiptail	Aspidoscelis tesselata		E	SGCN			BLM SENSITIVE
Rock Rattlesnake	Crotalus lepidus			SGCN			
Desert Massasauga	Sistrurus catenatus edwardsii			SGCN			

Common Name hyperlink takes you to species account in bison-m.org; Scientific Name hyperlink takes you to information in NatureServe Explorer; ESA = Endangered Species Act, C = Candidate, LE = Listed Endangered, LT = Listed Threatened, XN = Non-essential Experimental Population, for other ESA codes see this website; WCA = Wildlife Conservation Act, E = Endangered, T = Threatened; SERI = Species of Economic and Recreational Importance; SGCN = Species of Greatest Conservation Need; USFS = U.S. Forest Service, Sensitive Species = A species likely to occur on USFS lands that is of concern for a potential reduction in population viability; SCC = Species of Conservation Concern; BLM = Bureau of Land Management, BLM SENSITIVE = A species that occurs on BLM lands and whose viability is at risk, BLM WATCH = Species that may be added to the sensitive species list in future pending new information regarding species status.

New Mexico Department of Game and Fish
Project ID: NMERT-3419
Project Number: LWCF 35-01242

Project Recommendations

With implementation of the applicable mitigation or avoidance measures included in the project description, and incorporation of the guidance listed below, the Department does not anticipate significant impacts to wildlife or sensitive wildlife habitats from the proposed project activities. See the "OVERALL STATUS" section above to determine the likelihood that your project will be reviewed further based on its location. If a Department biologist determines that additional conservation measures are needed, then you should expect to receive notification and/or any additional project recommendations within 30 days of your project submission.

Burrowing owl (*Athene cunicularia*) may occur within your project area. Burrowing owls are protected from take by the Migratory Bird Treaty Act and under New Mexico state statute. Before any ground disturbing activities occur, the Department recommends that a preliminary burrowing owl survey be conducted by a qualified biologist using the Department's burrowing owl survey protocol. Should burrowing owls be documented in the project area, please contact the Department or USFWS for further recommendations regarding relocation or avoidance of impacts.

The proposed project occurs within or near a riparian area. Because riparian areas are important wildlife habitats, the project footprint should avoid removing any riparian vegetation or creating ground disturbance either directly within or affecting the riparian area, unless the project is intended to restore riparian habitat through non-native plant removal and replanting with native species. If your project involves removal of non-native riparian trees or planting of native riparian vegetation, please refer to the Department's habitat handbook guideline for Restoration and Management of Native and Non-native Trees in Southwestern Riparian Ecosystems. The New Mexico Riparian Habitat Map (NMRipMap) may also provide useful information on local riparian habitat composition and structure.

Disclaimers regarding recommendations:

- The Department provides technical guidance to support the persistence of all protected species of native fish and wildlife, including game and nongame wildlife species. Species listed within this report include those that have been documented to occur within the project area, and others that may not have been documented but are projected to occur within the project vicinity.
- Recommendations are provided by the Department under the authority of § 17-1-5.1 New Mexico Statutes Annotated 1978, to provide "communication and consultation with federal and other state agencies, local governments and communities, private organizations and affected interests responsible for habitat, wilderness, recreation, water quality and environmental protection to ensure comprehensive conservation services for hunters, anglers and nonconsumptive wildlife users".
- The Department has no authority for management of plants or Important Plant Areas. The New Mexico Endangered Plant Program, under the Energy, Minerals, and Natural Resources Department's Forestry Division, identifies and develops conservation measures necessary to ensure the survival of plant species within New Mexico. Plant status information is provided within this report as a courtesy to users. Recommendations provided within the ERT may not be sufficient to preclude impacts to rare or sensitive plants, unless conservation measures are identified in coordination with the Endangered Plant Program.
- Additional coordination and/or consultation may also be necessary under the federal ESA or National Environmental Policy Act (NEPA). Further site-specific mitigation recommendations may be proposed during ESA consultation and/or NEPA analyses or through coordination with affected federal agencies.

From: info@nmert.org on behalf of New Mexico Environmental Review Tool
To: Stokes, Robert, EMNRD
Cc: Seamster, Virginia, DGF; DGF-EEP-TG
Subject: [EXTERNAL] NM ERT : Las Cruces Pioneer Womens Park LWCF improvements
Date: Wednesday, April 10, 2024 6:04:12 PM

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

NOTE: DO NOT RESPOND DIRECTLY TO THIS EMAIL, AS IT WILL BE SENT TO AN ADDRESS THAT IS NOT MONITORED. PLEASE SEND ANY QUESTIONS OR ADDITIONAL INFORMATION TO virginia.seamster@dgf.nm.gov.

Project: Las Cruces Pioneer Womens Park LWCF improvements
Project ID: NMERT-3419
Date Submitted: 04/10/2024 - 13:54
Organization: New Mexico State Parks

Dear Robert Stokes,

Thank you for your submission of the above-referenced project, NMERT-3419. With the implementation of the recommendations in the NMERT-generated report and as provided below, the Department does not anticipate significant impacts to wildlife from the proposed project.

In the event that the proposed project entails removal of trees or shrubs, the Department provides the following guidelines in addition to the recommendations in the NMERT-generated report. All migratory birds are protected against direct take under the federal Migratory Bird Treaty Act (16 U.S.C. Sections 703-712), and hawks, falcons, vultures, owls, songbirds, and other insect-eating birds are protected under New Mexico State Statutes (17-2-13 and 17-2-14 NMSA), unless permitted by the applicable regulatory agency. To minimize the likelihood of adverse impacts to migratory birds, nests, eggs, or nestlings, the Department recommends that ground disturbance and vegetation removal activities be conducted outside of the primary migratory bird breeding season of April 15-September 1. Breeding season may begin earlier for raptors or when working in low-elevation habitats such as deserts. If ground disturbing and clearing activities must be conducted during the breeding season, the area should be surveyed for active nest sites (with birds or eggs present in the nesting territory) and avoid disturbing active nests until young have fledged. For active nests, establish adequate buffer zones to minimize disturbance to nesting birds. Buffer distances should be at least 100 feet from songbird and raven nests; 0.25 miles from most raptor nests; and 0.5 miles for ferruginous hawk (*Buteo regalis*), golden eagle (*Aquila chrysaetos canadensis*), peregrine falcon (*Falco peregrinus*), and prairie falcon (*Falco mexicanus*) nests. Active nest sites in trees or shrubs that must be removed should be mitigated by qualified biologists or wildlife rehabilitators. Department biologists are available to consult on nest site mitigation and can facilitate contact with qualified personnel.

The list of New Mexico SGCN (see link, page 14, table 5) and the federal list of Birds of Conservation Concern should be reviewed to fully evaluate potential effects to migratory birds from your proposed project. Federal agencies are also required under Executive Order 13186

to implement standards and practices that lessen the amount of unintentional take attributable to agency actions. These conservation measures are strongly recommended to ensure persistence of migratory bird species whose populations are small and/or declining within New Mexico.

Sincerely,

Ginny Seamster
New Mexico Department of Game and Fish
virginia.seamster@dgf.nm.gov
5056297738

https://nmert.org/

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25-115

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☒ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☒ 6 ☐ N/A**		
1st Reading:		**Adopted:**	April 7, 2025
Drafter:	Cynthia Alamillo	**Department:**	City Manager's Office
Program:	Capital Improvements Program	**Line of Business:**	Planning and Implementation

Title:	**A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM.**

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

PURPOSE(S) OF ACTION:
To amend the Captial Improvements Program (CIP) for Fiscal Year (FY) 2025 through 2030.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City Council adopted the FY 2025-2030 Capital Improvements Program (CIP) on May 20, 2024. During the fiscal year, project information, such as funding sources and amounts, changes as projects progress. As such, amendments to the CIP document are needed to reflect those changes. City Council approves amendments.

The proposed amendments are to adjust project budgets and grant acceptance by the City Council. Attachment "A" lists the proposed amendments.

SUPPORT INFORMATION:
Exhibit "A" - FY2025-2030 CIP
Attachment "A" - CIP Amendment Descriptions

PLAN(S):
Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

☐ No

Does this action align with Elevate Las Cruces?

☐ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will amend the City of Las Cruces FY2025 through FY2030 CIP.
2. Vote "No"; this will not amend the City of Las Cruces FY2025 through FY2030 CIP.
3. Vote to "Amend"; this could potentially amend the City of Las Cruces FY2025 through FY2030 CIP, requiring pages in the program document be added, deleted, or modified.
4. Vote to "Table"; this will delay the use of funds for amended projects.

RESOLUTION 25-115

A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM.

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 V. Section 5.08 of the City Charter, Council may supplement, reduce, or transfer appropriations.

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

(I)

THAT the Capital Improvements Program for FY2025 through FY2030, attached hereto and made part of this Resolution as Exhibit "A", is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

City of Las Cruces
Capital Improvements Program
FY 2025-2030

Exhibit "A"

Amended: 4/7/2025

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
ACTIVE TRANSPORTATION		**7,438,893**	**370,000**	**809,000**	**635,000**	**635,000**	**635,000**	
Active Transportation - Newly Funded		**500,000**	**-**	**-**	**-**	**-**	**-**	
Trails +	Parks and Recreation	500,000						**Grants**
Active Transportation - Carryover Projects		**6,938,893**	**370,000**	**635,000**	**635,000**	**635,000**	**635,000**	
Active Transportation Program		6,141,843	(130,000)	135,000	135,000	135,000	135,000	**Bonds, Grants, Taxes**
Active Transportation Projects	Public Works	2,321,304						**Bonds, Grants**
Pending Design Approval			*(265,000)*					
Madrid Ave Extension	Public Works	2,083,802						**Bonds**
Pedestrian Safety Improvements	Public Works	736,737	135,000	135,000	135,000	135,000	135,000	**Taxes**
South Main St	Public Works	1,000,000						**Bonds**
Dona Ana Move Trail	Parks and Recreation	631,446						**Grants,** Taxes
Trail Renovations	Parks and Recreation	100,000	500,000	500,000	500,000	500,000	500,000	**Grants**, Taxes
Tortugas Trail	Parks and Recreation	65,604						**Grants**
Active Transportation - Future Projects		**-**	**-**	**174,000**	**-**	**-**	**-**	
Green Cool Corridors for Bicycles	Sustainability		-	174,000				Grants, Taxes
Las Cruces Lateral RTP Trail	Parks and Recreation	-						**Grants**
Pending New Agreement			*467,422*					
AIRPORT		**4,588,754**	**20,697,903**	**15,020,000**	**3,600,000**	**2,700,000**	**24,320,000**	
Airport - Carryover Projects		**4,311,254**	**2,000,000**	**-**	**-**	**-**	**-**	
LRU Airport Infrastructure Improvements	Las Cruces Airport	859,459						**Grants**
LRU Runway Improvements	Las Cruces Airport	3,344,491						**Grants,** Taxes
LRU Runway 4/22 Rehabilitation	Las Cruces Airport	2,699,500	2,000,000					**Grants,** Taxes
LRU Runway Blast Pads	Las Cruces Airport	644,991						**Grants, Taxes**
LRU Taxilane Improvements	Las Cruces Airport	107,305						**Grants**
Airport - Annual Projects		**277,500**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	
LRU Pavement Maintenance Program	Las Cruces Airport	64,800	125,000	125,000	125,000	125,000	125,000	**Taxes**
LRU Pavement Striping/Marking Maintenance Program	Las Cruces Airport	212,700	75,000	75,000	75,000	75,000	75,000	**Taxes**
Airport - Future Projects		**-**	**18,497,903**	**14,820,000**	**3,400,000**	**2,500,000**	**24,120,000**	
LRU Airport Rotating Beacon	Las Cruces Airport		170,000					Grants, Taxes
LRU Airport Automated Weather Observation System (AWOS)	Las Cruces Airport		415,000					Grants
LRU Maintenance Facility Design and Construction	Las Cruces Airport		500,000					Grants
LRU Airline Ground Support Equipment Facility Design & Construction	Las Cruces Airport							Grants
LRU Airport Maintenance Equipment	Las Cruces Airport		850,000					Grants, Taxes
LRU Commercial Hangar Design and Construction	Las Cruces Airport		2,800,000					Grants, Taxes
LRU Runway Improvements	Las Cruces Airport	-	13,762,903	-	-	-	12,850,000	Grants
LRU Runway 12/30 Extension	Las Cruces Airport		13,500,000					Grants
2024 Legislative Appropriations (R)			*262,903*					
Runway 8/26 Extension	Las Cruces Airport						12,850,000	Grants, Taxes
LRU ARFF (Airport Rescue & Fire Fighting) Index B Equip Upgrades	Las Cruces Airport			1,600,000				Grants, Taxes
LRU Passenger Terminal Parking Design and Construction	Las Cruces Airport			1,600,000				Grants, Taxes
LRU Fuel Farm Relocation and Expansion	Las Cruces Airport			1,900,000				Grants
LRU Infrastructure Extensions/Improvements	Las Cruces Airport			4,500,000				Grants
LRU Passenger Terminal Design and Construction	Las Cruces Airport	-		5,220,000				Grants, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
LRU Taxi Lane Extensions/Improvements	Las Cruces Airport				3,400,000			Grants
LRU Multi-Modal Public Passenger Transit Facility	Las Cruces Airport					2,500,000		Grants
LRU Apron West Rehabilitation	Las Cruces Airport						70,000	Grants, Taxes
LRU East Road Extensions/Improvements	Las Cruces Airport						11,200,000	Grants
ATTAINABLE/AFFORDABLE HOUSING		**18,052,584**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	
Attainable/Affordable Housing - Newly Funded Projects		**5,872,334**	**-**	**-**	**-**	**-**	**-**	
GO Bond 2024 - Affordable Housing Development	Neighborhood Housing	5,872,334						**Bonds**
Attainable/Affordable Housing - Carryover Projects		**12,180,250**	**-**	**-**	**-**	**-**	**-**	
MV Community of Hope - Campus Extension (Amador Crossing)	Neighborhood Housing	12,180,250						**Grants, Taxes, Telshor**
Attainable/Affordable Housing - Future Projects		**-**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	
MV Community of Hope - Master Plan Implementation	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Taxes
Paseos Verdes	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Bonds, Taxes
CITY OPERATIONAL FACILITIES		**346,000**	**8,039,500**	**505,500**	**505,500**	**505,500**	**505,500**	
City Operational Facilities - Newly Funded		**346,000**	**-**	**-**	**-**	**-**	**-**	
Well Monitoring	Public Works	346,000						**Telshor**
City Operational Facilities - Annual Projects		**-**	**255,500**	**255,500**	**255,500**	**255,500**	**255,500**	
Safety, Health, Environmental & Emergency	Facilities Management	-	255,500	255,500	255,500	255,500	255,500	Taxes
Safety, Health, Environmental, & Emergency	Facilities Management		255,500	255,500	255,500	255,500	255,500	Taxes
City Operational Facilities - Future Projects		**-**	**7,784,000**	**250,000**	**250,000**	**250,000**	**250,000**	
General Facilities Improvements		-	7,500,000	-	-	-	-	Bonds, Taxes
City Hall Expansion	Facilities Management		7,500,000					Bonds, Taxes
HVAC Upgrade Program		-	200,000	200,000	200,000	200,000	200,000	Taxes
HVAC Upgrade Program	Facilities Management		200,000	200,000	200,000	200,000	200,000	Taxes
Refuse & Recycling Buffer Program		-	84,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program	Facilities Management		84,000	50,000	50,000	50,000	50,000	Taxes
EQUIPMENT & IT		**32,163**	**104,837**	**92,000**	**92,000**	**-**	**-**	
Equipment & IT - Newly Funded Projects		**32,163**	**104,837**	**92,000**	**92,000**	**-**	**-**	
Audio and Visual Equipment Upgrades for City Hall	Facilities Management	32,163	104,837	92,000	92,000			**Taxes**
NON-PROFIT		**10,491,338**	**13,330,000**	**800,000**	**-**	**-**	**-**	
Non-Profit - Carryover Projects		**10,491,338**	**12,330,000**	**-**	**-**	**-**	**-**	
Arts and Cultural District Improvements	Non-Profit	2,502,034						**Grants**
Children's Museum Facility	Quality of Life	690,746						**Grants**
La Casa, Inc. Safety and Security Improvements	Non-Profit	574,200	-					**Grants**
La Casa, Inc. Improvements (Flooring, Painting, Shade Structure)	Non-Profit	301,000						**Grants**
MV Community of Hope - Building 1, Solar Project	Non-Profit	400,000	600,000					**Grants**
MV Community of Hope - Expansion Remodel	Non-Profit	1,724,729	400,000					**Grants**
MV Community of Hope Flooring	Non-Profit	9,797						**Grants**
MV Community of HopeHealth Facility	Non-Profit	164,832	330,000	-	-	-	-	**Grants**
MVCoH Health Facility Improvements	Non-Profit	164,832	330,000					**Grants**
MV Community of Hope - Jardin de los Niños Re-Roof	Non-Profit	850,000	150,000					**Grants, Taxes**
MVCoH Restroom Showers & Mechanical Room Rehabilitation	Non-Profit	269,000						**Telshor**
MV Community of Hope - The Kitchens	Non-Profit	3,005,000	10,850,000					**Grants**
Non-Profit - Future Projects		**-**	**1,000,000**	**800,000**	**-**	**-**	**-**	
MVCoH Patio to Office Remodel	Non-Profit		1,000,000					Grants
MV Community of Hope - Jardin de los Niños Security Improvements	Non-Profit			200,000				Grants
MVCoH Solar Parking Structure	Non-Profit			600,000				Grants

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
OTHER		**5,132,566**	**8,455,000**	**1,755,000**	**1,755,000**	**1,755,000**	**1,755,000**	
Other - Newly Funded Projects		**250,000**	**-**	**-**	**-**	**-**	**-**	
Gateway Entry Signs	Economic Development	250,000						**Taxes**
Other - Carryover Projects		**4,882,566**	**1,280,000**	**280,000**	**280,000**	**280,000**	**280,000**	
Downtown Shade Structures	Economic Development	2,700,000						**TIDD**
Callecitas Shade	Economic Development	2,700,000						**TIDD**
Plaza Shade	Economic Development	-	1,000,000					Bonds, TIDD
Mesquite Historical District Renovations	Public Works	1,025,000						**Grants**
Senior Program Equipment and Rolling Stock	Quality of Life	362,409	280,000	280,000	280,000	280,000	280,000	**Grants, Taxes**
Other - Future Projects		**-**	**7,175,000**	**1,475,000**	**1,475,000**	**1,475,000**	**1,475,000**	
Quality of Life Bookmobile	Quality of Life		220,000					Grants
General Facilities Improvements		-	145,000	-	-	-	-	Grants, Taxes
Senior Programs Master Plan	Quality of Life		145,000					Grants, Taxes
LCIIP Gateway Signage & Pocket Park	Economic Development	-	335,000					Bonds, Grants, Taxes
LCIIP Infrastructure Improvements	Economic Development		5,000,000					Other
Safety, Health, Environmental & Emergency		-	1,475,000	1,475,000	1,475,000	1,475,000	1,475,000	Taxes
City Vacant /Abandoned Lots	Facilities Management		825,000	825,000	825,000	825,000	825,000	Taxes
Rehabilitation and Demolition of Vacant/Condemned Buildings	Facilities Management		650,000	650,000	650,000	650,000	650,000	Taxes
PARK IMPROVEMENTS		**17,363,397**	**10,128,401**	**67,575,000**	**4,100,000**	**4,101,000**	**4,101,000**	
Park Improvements - Newly Funded		**5,184,599**	**5,490,401**	**4,225,000**	**4,075,000**	**4,075,000**	**4,075,000**	
Benavidez Community Center Park Improvements	Parks and Recreation	734,599	1,265,401					Bonds, **Grants**, **PIF,** Taxes
Park Construction/Enhancements	Parks and Recreation	400,000						**Telshor**
Playground Renovations	Parks and Recreation	1,500,000	1,825,000	1,825,000	1,825,000	1,825,000	1,825,000	Grants, **Telshor**
Legacy Park Renovations	Parks and Recreation	2,550,000	2,400,000	2,400,000	2,250,000	2,250,000	2,250,000	ARPA, Bonds, Grants, PIF, Taxes,**Telshor**
Park Improvements - Carryover Projects		**12,155,548**	**1,784,000**	**3,325,000**	**-**	**-**	**-**	
A. Fielder Memorial Safe Haven Renovations	Parks and Recreation	51,298						**Taxes**
Apodaca Park Aquatic Playground and Multi-Use Path	Parks and Recreation	2,045,990						**Grants,Taxes, PIF**
Ballfield/Multi-Use Field Renovations & Upgrades	Parks and Recreation	623,818	144,000	3,200,000				ARPA, Bonds, **Grants,** Taxes
Chandler Tank Park	Parks and Recreation	1,579,203						**Bonds, Taxes, PIF**
Gallagher Park Improvements	Parks and Recreation	26,377						Other, **Taxes**
Park & Sport Field Improvements & Additions	Public Works	30,874						Bonds**, Taxes**
GO Bond 2022- Parks Improvements	Public Works	2,044,620						**Bonds**
Walking, Jogging, Biking Trails Improvements & Additions	Public Works	4,413						Bonds, **Taxes**
Highland Park	Parks and Recreation	2,025,467						Bonds, **Taxes,** Other**, PIF**
Klein Park Improvements	Parks and Recreation	208,098						**Grants,** PIF
Parks and Recreational Facilities Structural Renovations (+Lift Up Leg. App)	Parks and Recreation	397,000	585,000	125,000				**Grants,** Taxes
Park Drinking Fountains	Parks and Recreation	635,699	55,000					**Telshor**
Pioneer Women's Park Improvements	Parks and Recreation	768,220						**Grants**
Skate Park Renovation & Improvements	Parks and Recreation	671,813						**Grants, PIF**
Veteran's Memorial Park Enhancements	Parks and Recreation	247,500	1,000,000					ARPA, Bonds, **Grants,** Taxes
Villa Mora Dam Park	Parks and Recreation	795,157						Bonds, **Taxes, Grants, PIF**

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Park Improvements - Annual Projects		**23,250**	**24,000**	**25,000**	**25,000**	**26,000**	**26,000**	
Parks Shade Structures		23,250	24,000	25,000	25,000	26,000	26,000	**Taxes**
Park Structure Replacement	Parks and Recreation	23,250	24,000	25,000	25,000	26,000	26,000	**Taxes**
Park Improvements - Future Projects		**-**	**2,830,000**	**60,000,000**	**-**	**-**	**-**	
Albert Johnson Park Electrical Improvements	Parks and Recreation		70,000					Taxes, Grants
Light Poles at Hadley	Facilities Management		1,010,000					Bonds, Grants, Taxes
Soldados Field Lighting	Parks and Recreation		1,200,000					Grants, Bonds, PIF, Taxes
Soldados Field Restroom	Parks and Recreation		550,000					Grants, Bonds, PIF, Taxes
Multi-Use Recreation Center	Parks and Recreation			60,000,000				Bonds, Grants, Taxes
PARKS - NEW		**7,547,981**	**16,900,000**	**8,355,000**	**1,000,000**	**2,200,000**	**1,000,000**	
Parks - New - Carryover Projects		**6,405,867**	**14,700,000**	**500,000**	**500,000**	**500,000**	**500,000**	
GO Bond 2022- East Mesa Public Recreational Complex	Public Works	1,356,492						**Bonds**
East Mesa Public Recreational Complex	Public Works	4,676,540	14,200,000.00					**Bonds, Grants, PIF**
East Mesa Public Safety Area Park	Parks and Recreation	96,221						**PIF**
Metro Verde Neighborhood Parks	Parks and Recreation	276,614	500,000	500,000	500,000	500,000	500,000	**PIF**
Parks - New - Annual Projects		**1,142,114**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	
Land Acquisition, Planning, and Design for Parks	Parks and Recreation	1,300,000	500,000	500,000	500,000	500,000	500,000	Taxes, **PIF**
Neighborhood Parks		611,273	500,000	500,000	500,000	500,000	500,000	
Neighborhood Parks	Parks and Recreation	611,273	500,000	500,000	500,000	500,000	500,000	**Taxes, PIF**
New Skate Park- Plan and Design	Parks and Recreation	530,841						**Grants**
Parks - New - Future Projects		**-**	**1,700,000**	**7,355,000**	**-**	**1,200,000**	**-**	
Bike Park/Trail	Parks and Recreation		1,700,000	1,400,000				ARPA, Bonds, Grants, PIF
Four Field Baseball/Softball Complex	Parks and Recreation			5,955,000				Grants, Taxes
Waterfalls Park	Parks and Recreation					1,200,000		Grants, Bonds, PIF, Taxes
PUBLIC FACILITIES		**17,711,722**	**29,696,760**	**32,287,326**	**12,230,926**	**38,836,926**	**13,225,926**	
Public Facilities - Carryover Projects		**2,453,779**	**3,000,000**	**-**	**-**	**-**	**-**	
Branigan Cultural Center Improvements	Quality of Life	1,275,233						**Grants, Taxes, TIDD**
New Animal Shelter Facility	Public Works	54,143						**Bonds, Taxes,** Grants
Public Art Program	Quality of Life	88,837						Grants, **Taxes**
Go Bond 2022 - Public Art	Quality of Life	340,000						**Bonds**
Regional Rec & Aquatic Cntr - Ph II - Community Pool Construction	Parks and Recreation	86,440						**Bonds**
Various Park Restroom Replacement/Repairs & Upgrades	Parks and Recreation	609,127	3,000,000					Grants**, PIF**
Public Facilities - Annual Projects		**15,257,943**	**7,922,234**	**18,639,700**	**2,054,700**	**6,039,700**	**6,039,700**	
ADA Compliance	Facilities Management	-	101,200	101,200	101,200	101,200	101,200	**Taxes**
Convention Center FF&E	Facilities Management	75,000	75,000	75,000	75,000	75,000	75,000	**Taxes**
Downtown Parking Lots Renovation	Facilities Management	99,404	280,500	280,500	280,500	280,500	280,500	**TIDD**
Downtown Parking Lot Program	Facilities Management	99,404	280,500	280,500	280,500	280,500	280,500	**TIDD**

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Roof Replacement Program	Facilities Management	2,255,000	438,000	-	-	-	-	**Other**
Meerscheidt Center Re-roof	Facilities Management	540,000						**Bonds**
Municipal Court Re-roof	Facilities Management	350,000						**Bonds**
Railroad Museum Re-roof	Facilities Management	150,000						**Bonds,** Grants, Taxes
Rio Grande Theater Re-roof	Facilities Management	400,000	118,000					**TIDD**
Museum of Art and Museum of Nature and Science Re-roof	Facilities Management	815,000						**TIDD**
Roof Inspections	Facilities Management	-	100,000					Taxes
Police Department Main Building - Re-roof	Facilities Management		110,000					Taxes
Police Department Academy - Re-roof	Facilities Management		110,000					Taxes
Parks Parking Lots		1,651,265	-	-	-	-	-	**Grants, Taxes**
BMX Track Parking Lot & ADA Improvements	Parks and Recreation	-	-	-	-	-	-	Grants, Taxes
Paz Ball Field Parking Lot Improvements	Parks and Recreation	-						Taxes
Tony Gomez Park Parking Lot Improvements	Parks and Recreation	-						Grants
Veterans' Park Parking Lot	Parks and Recreation	1,651,265						**Bonds, Grants, Taxes**
Safety, Health, Environmental & Emergency		387,773	1,015,500	330,500	345,500	330,500	330,500	**Grants, Taxes**
City Hall Security Upgrades	Facilities Management	24,559	270,500	255,500	270,500	255,500	255,500	**Taxes**
HR Remodel	Facilities Management	110,000						**Taxes**
Surveillance and Access Controls (Key Cards)	Facilities Management	153,214						**Taxes**
Downtown Security Cameras	Economic Development	100,000						**TIDD**
Parks Sidewalk Replacement	Facilities Management	-	75,000	75,000	75,000	75,000	75,000	Grants, Taxes
Fire Alarm & Security Upgrades	Facilities Management		670,000					Taxes
General Facilities Improvements Program		10,789,501	5,104,534	17,100,000	1,000,000	5,000,000	5,000,000	**Bonds, Grants, Taxes, Telshor**
General Facilities Improvements	Facilities Management	102,301						**Telshor, Taxes**
Amador Hotel Renovation	Quality of Life	4,063,187	1,000,000	1,000,000	1,000,000	5,000,000	5,000,000	**Taxes, TIDD, Grants**
Benavidez Center Renovations	Quality of Life	126,225	-					**Grants,** Taxes
Branigan Library - Expansion Phase II/Branch	Quality of Life	1,125,333	1,750,000	15,750,000				Grants, Taxes**, TIDD, Other**
Communication and Cashier Offices Construction	Facilities Management	466,353						**Taxes**
Frank O'Brien Papen Center Dining Room Floor	Quality of Life	35,000						**Grants**
Meerscheidt Center	Facilities Management	2,215,000						**Bonds**
Meerscheidt Recreation Center Improvements	Parks and Recreation	157,678						**Taxes**
Munson Senior Center Renovations	Quality of Life	2,243,611						**Grants**, Taxes
Museum of Nature and Science - Improvements	Quality of Life	254,813	75,000	175,000	-	-	-	**Grants, TIDD**
Atrium Redesign	Quality of Life	44,813						**Grants**
Technology Improvements	Quality of Life	210,000						**TIDD**
Nature Center Redesign	Quality of Life		75,000	175,000				Grants, Taxes
Sage Café Expansion	Quality of Life	-	2,204,534					Taxes
2024 Legislative Appropriations (R)			*840,119*					

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Public Facilities - Future Projects		**-**	**18,774,526**	**13,647,626**	**10,176,226**	**32,797,226**	**7,186,226**	
Generator Buffer Program	Facilities Management	-	50,000	15,000	15,000	15,000	15,000	Taxes
Generator Buffer Program	Facilities Management		50,000	15,000	15,000	15,000	15,000	Taxes
Veterans Memorial Park Restroom Plumbing Repairs and Upgrades	Parks and Recreation		134,000					Grants, Taxes
HVAC Upgrade Program	Facilities Management		200,000	200,000	200,000	200,000	200,000	Taxes
Generator Replacement Program	Facilities Management	-	40,500	463,000	40,500	40,500	40,500	Taxes
Generator Replacement Program	Facilities Management		40,500	40,500	40,500	40,500	40,500	Taxes
Sage Café Backup Generator	Quality of Life			422,500				Grants, Taxes
Parks and Recreational Facilities Structural Renovations	Parks and Recreation		685,000	125,000				Other
Eastside Senior Center Purchase and Renovation	Quality of Life		775,000	1,000,000				Grants
General Facilities Improvements		-	13,282,526	11,092,126	9,628,226	32,289,226	6,678,226	Grants, Bonds, Taxes
City Hall Furnishings	Facilities Management	-	80,000	80,000	80,000	80,000	80,000	Taxes
Museum of Art Improvements	Quality of Life		130,000	485,000	200,000			Grants, Taxes
Frank O'Brien Papen Community Center	Facilities Management		224,400	224,400				Taxes
WIA Rehabilitation	Facilities Management		700,000					Taxes
Railroad Museum Exterior Improvements	Quality of Life		249,900					Grants, Taxes
Hadley Ave Complex Recreation Rehabilitation	Parks and Recreation		315,000	3,185,000				Grants, Other
Munson Center Floor	Quality of Life		750,000					Grants, Taxes
Plugged in for Good Community Energy Center	Sustainability		1,215,000					Grants
Municipal Court Rehabilitiation	Facilities Management		6,618,226	6,618,226	6,598,226	6,598,226	6,598,226	Bonds, Grants, Taxes
Museum of Art/MoNaS Remodel	Quality of Life		3,000,000			15,000,000		Grants, Bonds, Taxes
Branigan Library Renovation	Facilities Management			249,500	2,750,000	1,111,000		Grants, Bonds, Taxes
Munson Center Bathrooms	Quality of Life			250,000				Grants, Taxes
Museum Collections Storage Facility	Quality of Life					9,500,000		Bonds, Grants, Taxes
Facility Parking Lot Program	Facilities Management		907,500	752,500	252,500	252,500	252,500	Taxes
Facility Parking Lot Program	Facilities Management		907,500	752,500	252,500	252,500	252,500	Taxes
Solar Array	RoadRunner Transit		2,700,000					Grants
New Sand Volleyball Courts	Parks and Recreation				40,000			Grants, Taxes
PUBLIC SAFETY		**18,149,715**	**14,086,000**	**1,340,000**	**14,925,000**	**57,000,000**	**-**	
Public Safety - Newly Funded Projects		**509,500**	**-**	**-**	**-**	**-**	**-**	
Police Shooting Range		509,500	-					**Taxes**
Public Safety - Carryover Projects		**17,640,215**	**9,000,500**	**-**	**-**	**-**	**-**	
Fire Station Maintance and Improvements	Fire Department	470,324	950,000	-	-	-	-	**Grants**
Fire Dept. Administration Building Improvements	Fire Department	82,689						**Grants**
Fire Station 2 Bay Remodel	Fire Department	120,000						**Grants**
Fire Station 6 Repairs	Fire Department	145,000						**Grants**
Fire Station 5	Fire Department	122,635						**Grants**
Fire Department CIT and MIH Building	Fire Department	2,576,138	800,000					**ARPA**, **Grants**
2024 Federal Legislative Appropriations			*3,000,000*					
Fire Station 9	Fire Department	12,735,114	1,100,000					**Bonds, Grants, Telshor**
GO Bond 2022 - New Fire Station	Fire Department	10,413,872						**Bonds**
Fire Station No. 3 Building	Fire Department	19,407						Bonds, **Taxes**
Police Department Building Renovation	Police Department	4,298	400,000					**Grants,** Taxes
Police Department Equipment	Police Department	84,934	500,500	-	-	-	-	**Grants**
Public Safety Regional Radio Communication System	Police Department	84,934	500,500					**Grants, Taxes**
Safety, Health, Environmental & Emergency		1,750,000	2,250,000	-	-	-	-	**Grants, Telshor**
Real Time Crime Center (RTCC)	Police Department	1,750,000	2,250,000					**Grants, Telshor**

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Public Safety - Annual Projects		**-**	**1,340,000**	**1,340,000**	**240,000**	**-**	**-**	
Fire Department Vehicles and Equipment	Fire Department		1,100,000	1,100,000				Bonds
Fire Station equipment	Fire Department		240,000	240,000	240,000			Grants
Public Safety - Future Projects		**-**	**3,745,500**	**-**	**14,685,000**	**57,000,000**	**-**	
Police North Parking Lot Fencing	Police Department		20,000					Taxes
Solar Canopy protective screen	Police Department		20,000					Taxes
Police Parking Lot Resurfacing	Police Department		25,000					Taxes
Public Safety Vehicle SWAT Command Vehicle	Police Department		100,000					Grants
Public Safety Vehicles - Bearcat	Police Department		350,000					Grants
Public Safety Vehicle - Rook	Police Department		450,000					Grants
Police Department Mobile Operation Command Vehicle	Police Department		750,000					Grants
Police Department Equipment	Police Department	-	800,500	-	2,100,000	-	-	Grants, PSIF, Taxes
Technology Equipment	Police Department		100,000					Grants, Taxes
Police Department Equipment - Mobile Data Terminals	Police Department		500,500					Grants
Police/Fire Training Facility - Furniture, Fixtures, and Equipment	Police Department				2,100,000			Grants, PSIF, Taxes
Public Safety Smart Technology	Police Department		200,000					Grants
Police Emergency Vehicles	Police Department		1,230,000					Grants, PSIF, Taxes
Police/Fire Training Facility - Design/Construct	Police Department				6,900,000			Bonds, Grants, PSIF, Taxes
Southwest Station Build	Fire Department				5,685,000			Other
Downtown Public Safety Complex	Police Department					57,000,000		Bonds, Taxes
PUBLIC TRANSIT		**7,745,642**	**5,421,800**	**3,340,000**	**70,000**	**70,000**	**70,000**	
Public Transit - Newly Funded		**333,192**	**-**	**-**	**-**	**-**	**-**	**Grants**
Transit Facilities FF&E	RoadRunner Transit	333,192						**Grants**
Public Transit - Carryover Projects		**7,372,450**	**-**	**-**	**-**	**-**	**-**	
Active Transportation		7,372,450	-	-	-	-	-	**Grants,** Taxes, **Bonds**
Municipal Service Center - Transit	RoadRunner Transit	7,372,450						**Grants,** Taxes, **Bonds**
Public Transit - Annual Projects		**40,000**	**75,000**	**190,000**	**70,000**	**70,000**	**70,000**	
Active Transportation		40,000	75,000	190,000	70,000	70,000	70,000	**Grants**
Transit Facilities Improvement Program	RoadRunner Transit	40,000	75,000	190,000	70,000	70,000	70,000	Grants, **Taxes**
Public Transit - Future Projects		**-**	**5,346,800**	**3,150,000**	**-**	**-**	**-**	
Resiliency		-	5,346,800	3,150,000	-	-	-	Grants
Battery Storage	RoadRunner Transit			3,150,000				Grants
MVITT Inductive Charging	RoadRunner Transit		5,346,800					Grants
RESILIENCY		**6,648,337**	**1,000,000**	**500,000**	**500,000**	**500,000**	**500,000**	
Resiliency - Carryover Projects		**324,962**	**-**	**-**	**-**	**-**	**-**	
Fleet Electric Vehicle Chargers	Facilities Management	110,809	-	-	-	-	-	**Taxes**
Resiliency		214,153	-	-	-	-	-	Bonds, **Taxes**
Solar Energy Photo Voltaic Projects	Sustainability	214,153						Bonds, **Taxes**
Resiliency - Annual Projects		**6,323,375**	**600,000**	**500,000**	**500,000**	**500,000**	**500,000**	
Resiliency Program		6,323,375	600,000	500,000	500,000	500,000	500,000	**Other, Taxes, Bonds**
Resiliency Projects	P&I	1,570,000						**Bonds**
Drainage Infrastructure Improvements	Public Works	3,143,375	500,000	500,000	500,000	500,000	500,000	Other, **Taxes**
Storm Water System Mapping	Public Works	-	100,000					Other, Taxes
Casa Linda Acres Reconstruction	Public Works	650,000						**Bonds**
East Mesa Roads and Drainage (Cortez Rd)	Public Works	960,000						**Bonds**

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Resiliency - Future Projects		**-**	**400,000**	**-**	**-**	**-**	**-**	
DC Fast Chargers for Electric Vehicles	Sustainability		200,000					Grants, Taxes
Public Electric Vehicle Chargers	Sustainability		200,000					Grants, Taxes
STREETS - NEW		**-**	**40,424,000**	**8,424,000**	**-**	**-**	**-**	
Streets - New - Future Projects		**-**	**40,424,000**	**8,424,000**	**-**	**-**	**-**	
High Mesa Road	Economic Development		32,000,000					Grants, Bonds, Taxes
Transit Loop Road	Economic Development		8,424,000	8,424,000				Grants, Bonds, Taxes
STREETS IMPROVEMENTS		**44,941,214**	**34,643,591**	**29,318,200**	**28,019,000**	**27,825,000**	**36,115,000**	
Streets Improvements - Newly Funded		**1,560,111**	**-**	**-**	**-**	**-**	**-**	
Johnson St - Rouault Ave to Topley Dr	Public Works	810,111	901,889					Bonds, **Taxes**
S Alameda Blvd-W Amador Ave to W Las Cruces Ave	Public Works	750,000						**TIDD**
Streets Improvements - Carryover Projects		**18,500,436**	**480,000**	**-**	**-**	**2,200,000**	**-**	
Casa Linda Acres Reconstruction	Public Works	4,248,562						**ARPA, Taxes, Grants**
Downtown Street Improvements		6,842,370	-	-	-	-	-	**TIDD**
Campo Street Design and Reconstruct	Public Works	6,842,370	-					**TIDD**
Madrid Ave Extension - Evelyn St to N Triviz Dr (+AT Funds)	Public Works	2,832,250						Bonds, **Grants, Taxes**
South Main St - Avenida de Mesilla to Boutz (+AT & CS Funds)	Public Works	2,455,220				2,200,000		**Bonds, Grants, Taxes**
Telshor Spruce Intersection Improvements	Public Works	1,041,159						**Grants,** Bonds, **Taxes**
University Ave. Complete Street Improvements-Design	Public Works	385,770	480,000					**Grants**
Unpaved Roads	Public Works	-						**Taxes**
Voluntary Assessment District Phase II	Public Works	629,381						**Bonds**
Streets Improvements - Annual Projects		**24,880,666**	**16,661,167**	**17,715,000**	**17,715,000**	**13,215,000**	**13,215,000**	
Complete Streets Program		8,170,992	2,479,500	4,500,000	4,500,000	-	-	**Bonds**
Complete Streets Projects		5,135,149						**Bonds**
East Mesa Roads and Drainage (Cortez Dr)	Public Works	1,699,406						**Bonds**
South Main St - Avenida de Mesilla to Boutz	Public Works	1,100,000						**Bonds,** Taxes
University Area Complete Streets- Design Study	Public Works	236,437	500,000	4,500,000	4,500,000			Grants, **Bonds,** Taxes
Idaho Ave.	Public Works							Grants, Bonds, Taxes
El Paseo Rd.	Public Works							Grants, Bonds, Taxes
Melendres Ave - Hadley to Picacho	Public Works							Bonds, Taxes
Pending Design Approval			*1,979,500*					
East Mesa Roads and Drainage (Cortez Dr)	Public Works	1,393,327	500,000	500,000	500,000	500,000	500,000	**Grants,** Bonds, **Taxes**
2024 Legislative Appropriations (R)			*292,052*					
Lift Up Las Cruces - Streets Improvements	Public Works	567,774	600,000	600,000	600,000	600,000	600,000	**Bonds, Taxes, Grants**
M.A.P. Match	Public Works	31,667	150,000	150,000	150,000	150,000	150,000	**Taxes**
Materials Testing	Public Works	240,000	240,000	240,000	240,000	240,000	240,000	**Taxes**
CO-OP Match	Public Works	15,450	80,000	80,000	80,000	80,000	80,000	**Taxes**
Land Acquisition - Public Works	Public Works	250,000	200,000	200,000	200,000	200,000	200,000	**Taxes**
Flood Control	Public Works	100,000	100,000	100,000	100,000	100,000	100,000	**Taxes**
Rights of Way	Public Works	150,000	100,000	100,000	100,000	100,000	100,000	**Taxes**
Median Landscaping	Parks and Recreation	1,127,844	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	**Grants, Taxes**
Median Improvements	Parks and Recreation	802,956						**Taxes**
Lohman Ave & Roadrunner Parkway Medians	Parks and Recreation	324,888	-	-	-	-	-	**Grants**

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Neighborhood Traffic Calming Program	Public Works	60,000	60,000	60,000	60,000	60,000	60,000	**Taxes**
Neighborhood Traffic Calming Program	Public Works	60,000	60,000	60,000	60,000	60,000	60,000	**Taxes**
Pavement Condition Index Improvements	Public Works	7,374,144	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	**Taxes**
Pavement Condition Index Improvements	Public Works	7,374,144	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	**Grants, Taxes**
Pavement Marking Program	Public Works	169,000	169,000	169,000	169,000	169,000	169,000	**Taxes**
Pavement Marking Program	Public Works	169,000	169,000	169,000	169,000	169,000	169,000	**Taxes**
Roadway Maintenance Program	Public Works	1,705,119	1,846,000	1,846,000	1,846,000	1,846,000	1,846,000	**Taxes**
Chip Seal Program	Public Works	220,000	220,000	220,000	220,000	220,000	220,000	**Taxes**
Roadway Maintenance Program	Public Works	1,267,569	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	**Taxes**
Weed Control & Maintenance Program	Public Works	217,550	126,000	126,000	126,000	126,000	126,000	**Taxes**
Street Lighting & Traffic Signal Maintenance Program	Public Works	1,096,291	500,000	500,000	500,000	500,000	500,000	Grants, **Taxes**
Street Lighting and Traffic Signal Maintenance	Public Works	1,096,291	500,000	500,000	500,000	500,000	500,000	**Taxes**
Traffic Signal Program		1,049,058	1,416,667	450,000	450,000	450,000	450,000	**Grants, Taxes**
Lohman at Walnut and Walton Signal Improvement	Public Works	533,333	966,667					**Grants, Taxes**
Traffic Signal	Public Works	450,000	450,000	450,000	450,000	450,000	450,000	**Taxes**
Bataan Memorial at Rinconada	Public Works	65,725						**Bonds, Taxes**
Transportation System Modernization ITS	Public Works	1,630,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**Taxes**
Streets Improvements - Future Projects		**-**	**17,502,424**	**11,603,200**	**10,304,000**	**12,410,000**	**22,900,000**	
McClure Rd & Carlyle Dr	Public Works		300,000	1,800,000	2,700,000	1,500,000		Taxes
Advancement Ave Expansion	Economic Development		516,384					Taxes
Armijo St - W Picacho Ave to Parker Rd	Public Works		684,000					Bonds, Taxes
Venture Blvd Expansion	Economic Development		900,000					Grants, Taxes
Ethel Ave/Houma St- N Miranda St to N Alameda Blvd	Public Works		718,250					Bonds, Taxes
Active Transportation			*325,000*					
Mountain Vista Parkway Expansion	Public Works		1,200,474					Grants, Taxes
Mountain Ave - Melendres St to Armijo St	Public Works		1,368,000					Bonds, Taxes
Evelyn St - Madrid Ave to Ash Ave	Public Works		1,710,000					Bonds, Grants, Taxes
Sacramento St - Poplar Ave to Oasis Ave	Public Works		1,500,000					Grants, Bonds, Taxes
Med Park Ave - Idaho to Perkins Ave	Public Works		1,824,000					Bonds, Taxes
Rocket Drive Expansion	Economic Development		5,956,316					Bonds, Grants, Taxes
Sixth St- Hayner Ave to W. Hadley Ave	Public Works			484,000				Bonds, Taxes
La Fonda Dr - Idaho Ave to E.O.P.	Public Works			726,000				Bonds, Taxes
Poplar Ave - Mesquite St to Santa Fe St	Public Works			871,200				Bonds, Taxes
Armijo St - W Organ Ave to W Mountain Ave	Public Works			1,331,000				Bonds, Taxes
Kilmer St - Spruce Ave to Ash Ave	Public Works			1,391,000				Bonds, Taxes
Scoggins Ave-Sixth St to Sweet St	Public Works				652,800			Bonds, Taxes
Mountain Ave - Water St to Alameda Blvd	Public Works				640,000			Bonds, Taxes
Rigsby Rd - Barker to Valley Dr	Public Works				768,000			Bonds, Taxes
Miranda Ave - Picacho Ave to Court Ave	Public Works				1,664,000			Bonds, Taxes
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz	Public Works				3,379,200			Bonds, Taxes
Street Lighting & Traffic Signal Maintenance Program	Public Works	-	500,000	5,000,000	500,000	5,050,000	5,000,000	Bonds, Taxes
Street Lighting Management System	Public Works		500,000	5,000,000	500,000	5,000,000	5,000,000	Taxes
Targeted Road and Lighting Improvements - Design	Public Works					50,000		Bonds, Taxes
Sweet St- Hayner Ave to W. Hadley Ave	Public Works					568,000		Bonds, Taxes
Parkview Dr - Espina St to E.O.P	Public Works					972,000		Bonds, Taxes
Westgate St - Amador Ave to Cul de Sac	Public Works					1,350,000		Bonds, Taxes
Aspen Ave-Sequioa Ave to S Valley Dr	Public Works					2,970,000		Bonds, Taxes
Elm St from Aspen Ave to Sequoia Ave	Public Works						1,300,000	Bonds, Taxes
Tamarack St from Aspen Ave to Sequoia Ave	Public Works						1,600,000	Bonds, Taxes
Solano Dr- Missouri to Lohman	Public Works						15,000,000	Bonds, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
UTILITIES		**55,629,981**	**104,307,123**	**27,939,881**	**3,130,000**	**3,340,000**	**2,770,000**	
Utilities - Newly Funded Projects		**25,211,000**	**-**	**-**	**-**	**-**	**-**	
Gas PHMSA	Utilities	10,000,000						**Bonds**
Water 2025 Projects	Utilities	15,211,000						**Bonds**
Utilities - Carryover Projects		**30,418,981**	**49,961,814**	**27,939,881**	**3,130,000**	**3,340,000**	**2,770,000**	
2020A Wastewater Bond Projects	Utilities	22,221						**Bonds**
2020A Water Utilities Projects	Utilities	1,635,201						**Bonds**
2020B Wastewater Bond Projects	Utilities	449,966	5,181,394	11,232,265				**Bonds**
Gas Admin Building Improvements	Utilities	683,333	549,750	673,998	125,000	125,000	125,000	**Other, Fees**
Gas Development	Utilities	46,055	780,455	1,468,364	300,000	300,000	300,000	**Other**
Gas Miscellaneous	Utilities	274,284	361,748	175,000	175,000	175,000	175,000	**Other, Fees**
Gas Rehabilitation	Utilities	1,906,857	6,135,724	3,463,396	360,000			**Other, Fees**
Solid Waste Building Improvements	Utilities	903,333	1,990,478	2,173,998				**Other**
Wastewater Building Improvements	Utilities	121,252	424,750	548,998	50,000	50,000	50,000	**Other**
Wastewater Development	Utilities	656,000	100,000	100,000	100,000	100,000	100,000	**WWIF**
Wastewater Miscellaneous	Utilities	5,349	396,569	230,000	230,000	230,000	230,000	**Other**
Wastewater Rehab	Utilities	564,890	6,290,463	760,000	510,000	760,000	510,000	**Other**
Wastewater Septic Systems (WW Dev)	Utilities	1,670,042						**Other, Grants**
Wastewater Street Utility Rehabilitation	Utilities	1,732,898	4,017,628	400,000	200,000	400,000	200,000	**Other**
Water Building Improvements	Utilities	128,333	549,750	673,998	125,000	125,000	125,000	**Other**
Water Development	Utilities	76,724						**WIF**
Water Miscellaneous	Utilities	75,000	744,461	125,000	105,000	125,000	105,000	**Other**
Water Rehab	Utilities	2,699,309	22,438,644	5,914,864	850,000	950,000	850,000	**Other**
WW23 Projects	Utilities	16,767,934						**Bonds**
Utilities - Future Projects		**-**	**54,345,309**	**-**	**-**	**-**	**-**	
Belt Filter Press Drainage Improvement	Utilities		93,000					Grants, Other
Primary Digester Sludge Pump Upgrade	Utilities		93,000					Grants, Other
Lift Station Stationary Generator Installation	Utilities		100,000					Grants, Other
Pressure Reducing Valve Rehabilitation	Utilities		100,000					Grants, Other
Water Valve Replacements	Utilities		120,000					Grants, Other
Elevated Airport Water Storage Tank Rehab	Utilities		3,000,000					Bonds
Transite Pipe Identification & Replacement	Utilities		5,000,000					Bonds
Wastewater Treatment Plant	Economic Development		45,839,309					Bonds, Grants, Taxes
ALL DEPARTMENTS								
Total Annual Projects		**47,944,848**	**27,577,901**	**39,365,200**	**21,560,200**	**20,806,200**	**20,806,200**	
Total Carryover Projects		**134,076,540**	**94,906,314**	**32,679,881**	**4,545,000**	**6,955,000**	**4,185,000**	
Total Future Projects		**-**	**183,630,299**	**125,790,826**	**44,382,226**	**111,632,226**	**59,931,226**	
Total Newly Funded Projects		**39,798,899**						
GRAND TOTAL		**221,820,287.41**	**306,114,513**	**197,835,907**	**70,487,426**	**139,393,426**	**84,922,426**	

Abbreviations:

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

Notes

Indicates a Change

Pending funding noted in italic
(R) Leg. Appropriations Reauthorizations

Current funding sources noted in bold

Attachment "A"

CAPITAL IMPROVEMENTS PROGRAM (CIP)

Amendments

City Council Meeting - April 7, 2025

Project Name	Category	Department	Fund	Org	Object	Project Number	Current Balance	Increase	Decrease	Ending Balance	Remarks	CIP Page
La Casa, Inc Improvements (Flooring, Paiting, Shade Structure)	Non-profit	Non-profit	4100	40255005	801000	24052	-	$301,000.00	-	$301,000.00	Grant approved by City Council on 3/17/25	2
								$301,000.00	-	$301,000.00		
East Mesa Public Recreational Complex	Parks - New	Public Works	4028	40255030	805000	-	$2,141,000.00	-	-	$2,141,000.00	Allocation of ARPA funds to continue project	
			4100	40255004	805000	ARPAM	-	$414,424.00	-	$414,424.00		
			4100	40245004	805000	24932	$300,000.00	-	-	$300,000.00		4
			4106	40145011	805000	-	$1,821,116.30	-	-	$1,821,116.30		
							$4,262,116.30	$414,424.00	-	$4,676,540.30		
Branigan Library Renovation & Expansion	Public Facilities - Annual Projects	Quality of Life	2815	20247012	721080	-	$900,000.00	$125,000.00	-	$1,025,000.00	Adjustment to reflect FY25 available funds after project reconciliation	5
			7480	70254013	721080	11939	$46,014.68		$46,014.68	$0.00		
			7480	70254013	721080	12119	$100,000.00	$332.71	-	$100,332.71		
							$1,046,014.68	$125,332.71	$46,014.68	$1,125,332.71		
Drainage Infrastructure Improvements	Resiliency	Public Works	4202	40255008	802000	-	$437,278.00	-	-	$437,278.00	Adjustment to reflect FY25 available funds after project reconciliation	7
			4400	40255013	803000	-	$2,509,936.00	$196,161.00	-	$2,706,097.00		
							$2,947,214.00	$196,161.00	-	$3,143,375.00		

25-116

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

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ N/A		
1st Reading:		**Adopted:**	April 7, 2025
Drafter:	Katherine Harrison-Rogers	**Department:**	Parks & Rec
Program:	Office of the Director	**Line of Business:**	Planning & Construction

Title: **A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND SIERRA NORTE DEVELOPMENT FOR AN IMPROVED NEIGHBORHOOD PUBLIC PARK CONSISTING OF 3.182 ACRES KNOWN AS TRACT C OF METRO VERDE EVOLUTION PHASE 2 IN AN AMOUNT NOT TO EXCEED $959,449.**

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

PURPOSE(S) OF ACTION:

To approve an agreement for the reimbursement of the design and construction of a neighborhood park.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

One current method to add new neighborhood parks to the Parks & Recreation (P&R) system is to enter into agreements with developers of new residential subdivisions to design and construct neighborhood parks, the cost of which are reimbursed by the City through the collection of Park Impact Fees (PIF). These fees are assessed at $2,600 per unit which is collected at the time of building permit issuance. The PIF is an assessment imposed on new residential development to cover the cost of new infrastructure demands required to maintain the City's overall park facilities' Level of Service based on the impacts of the new development on the existing system.

The developer works with City staff to select the site and design a park to meet the needs of the residents while achieving the guidelines of the Parks & Recreation (P&R) Master Plan. After design, the City and the developer will enter into an agreement via a Council approved resolution for reimbursement based on the cost estimates for construction. The developer will build the park at their own cost with oversight from P&R and other City departments. When the park is completed, a final walk-through occurs to determine that all work is complete to the satisfaction of the City. If the park is determined to be acceptable, the developer collaborates with Land Management to transfer ownership of the land to the City at no cost to the City.

After the transfer takes place, the City reimburses the developer the cost of improvements not to exceed the agreed upon amount and after a review of all applicable invoices related to the construction of the park. The reimbursement is made from the PIF account and is based on a portion of the amount collected or anticipated to be collected from the subdivision within or near which the park is located. If the park is not built or is not built to the City's specifications for acceptance, then the City is not obligated to accept the park or reimburse the developer.

P&R staff completed negotiations with the developer, Sierra Norte Development, Inc. (SNDI) to provide a full design and build-out of a neighborhood park in the Metro Verde Evolution Phase 2 Subdivision. The

neighborhood park is identified as Tract C of Metro Verde Evolution Phase 2 consisting of 3.182 acres as shown in instrument number 2501423 recorded in the Dona Ana County Clerk's Office. The neighborhood park will serve residents in and visitors to Metro Verde Evolution Phases 1-5 and Metro Verde West Phase 1. The number of residential lots within these subdivisions is 595. The Park Impact Fee to be collected for these lots is $2,600 per lot for a total of $1,547,000.

The park will be constructed in compliance with City codes and with State and Federal standards. All construction will be completed by the developer and delivered to the City free of all liens, claims, and demands. The reimbursement for the park will not exceed $959,449 and will be paid from the Public Park Development Fund (PIF). The project is on the FY 25 Capital Improvements Program as Metro Verde Neighborhood Parks.

The completed park will finish grading, irrigation system, walking paths, beginner's bike skills course, playground equipment, shade structures, tables, benches, trash receptacles, dog waste stations, turfgrass open play space, and landscape elements per the agreed plan, among other amenities in accordance with City standards. The cost for the design and construction of the park is estimated at $959,449, not including the cost of the land. The land will be donated to the City by SNDI, and the developer will contribute any and all costs above $959,449 to the project without reimbursement. See Exhibit "A", Metro Verde Evolution Reimbursement Agreement for details.

SUPPORT INFORMATION:

EXHIBIT 'A', Metro Verde Evolution Reimbrusement Agreement

PLAN(S):

Other, Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:

Parks & Rec

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
$7,611,938	$2,790,302	$959,449

Funding Source(s):

4106 40145011 805000

Overall Budget Impact:

N/A

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

☒ Yes

☐ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes", this will approve the Resolution and corresponding agreement and will allow the City to reimburse the developer for the design and construction of a park through the collection of Park Impact Fees.
2. Vote "No", this will deny the Resolution and corresponding agreement and the City will not be authorized to reimburse the developer for a park.
3. Vote to "Amend", this will allow City Council to modify the Resolution and corresponding agreement and direct staff accordingly.
4. Vote to "Table", this will result in no action on the Resolution and corresponding agreement and may result in the inability of the City to reimburse the developer for a park.

RESOLUTION 25-116

A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND SIERRA NORTE DEVELOPMENT FOR AN IMPROVED NEIGHBORHOOD PUBLIC PARK CONSISTING OF 3.182 ACRES KNOWN AS TRACT C OF METRO VERDE EVOLUTION PHASE 2 IN AN AMOUNT NOT TO EXCEED $959,449.

The City Council is informed that:

WHEREAS, the City of Las Cruces negotiated a reimbursement agreement with Sierra Norte Development, Inc. (SNDI), the developer of the Metro Verde Evolution Phase 2 Subdivision; and

WHEREAS, the developer is completing design and construction of the park for the benefit of the city's residents; and

WHEREAS, staff will inspect the park to determine if the improvements are in compliance with relevant rules and regulations and with the construction plans; and

WHEREAS, based on negotiations with the developer and upon successful review of invoices and acceptance of the park, staff may recommend reimbursement in an appropriate amount not to exceed $959,449.

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

(I)

THAT the Reimbursement Agreement for the neighborhood park on Tract C of Metro Verde Evolution Phase 2 Subdivision, attached hereto as Exhibit "A" and made part of this Resolution, is authorized in an amount not to exceed $959,449.

(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

REIMBURSEMENT AGREEMENT FOR CONSTRUCTION OF ONE NEIGHBORHOOD PUBLIC PARK

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the City of Las Cruces, Dona Ana County, New Mexico, a Municipal Corporation, hereinafter referred to as "Owner", and Sierra Norte Development, Inc. Developer of Metro Verde Evolution Phase 2 Subdivision, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, for valuable consideration, the Contractor will furnish the labor, tools, equipment, material and complete in every detail the design and construction of a Neighborhood Public Park for a total area of 3.182 acres within the Metro Verde Evolution Phase 2 Subdivision.

FOR SAID CONSIDERATION, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

One Public Park will be designed and constructed within the Metro Verde Evolution Phase 2 Subdivision. The Park will be a total of 3.182 acres in size and will be deeded to the City of Las Cruces. The Park is identified as Tract C of Metro Verde Evolution Phase 2 consisting of 3.182 acres as shown in instrument number 2501423 recorded in the Dona Ana County Clerk's Office and attached as Exhibit "A".

The subdivisions to be served by the Park are Metro Verde Evolution Phases 1-5, attached as Exhibit "B" Metro Verde Evolution Phasing Plan, and Metro Verde West Phase 1, attached as Exhibit "C". The number of residential lots within these subdivisions is 595 lots, 490 of which are in Metro Verde Evolution and 105 of which are within Metro Verde West Phase1.

1. The Contractor will design and construct the park at its cost in exchange for the City's reimbursement of the costs of design and construction of said park from park impact fees.
    a. The Park will be constructed in compliance with City codes as well as applicable State and Federal standards, including but not limited to:
        b. CITY OF LAS CRUCES GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS - 2004 Edition
        c. CITY OF LAS CRUCES STANDARD SPECIFICATIONS FOR ROAD CONSTRUCTION - 2000 Edition
        d. CITY OF LAS CRUCES DESIGN STANDARDS
        e. CITY OF LAS CRUCES UTILITY STANDARDS SPECIFICATIONS FOR CONSTRUCTION OF WATER, SEWER, AND GAS UTILITIES -Latest edition
        f. NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION – Latest edition
        g. NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION - Latest edition and supplemental specifications.
        h. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES - Latest edition

i. ASTM - Latest edition
j. AASHTO - Standard Test Methods - Latest edition
k. INTERNATIONAL BUILDING CODE – Latest edition
l. OSHA - Construction Industry Standards; Safety Requirements
m. NEW MEXICO Underground Property Damage Law
n. SUBCONTRACTOR'S FAIR PRACTICES ACT
o. AMERICANS WITH DISABILITIES ACT - Latest edition and revisions
p. NEW MEXICO DEPARTMENT OF TRANSPORTATION – National Pollutant Discharge Elimination System (NPDES) Handbook – Latest edition

If any referenced specification is in conflict with a City of Las Cruces specification, the City specification shall govern.

q. The Park will include finish grading, irrigation system, walking paths, playground equipment, a sport court, a book walk, site furnishings, and landscape elements per the agreed plan. (Exhibit A)

r. The work will be completed by Contractor and shall be delivered to the Owner free of all Liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or person. Contractor shall submit proof of such and City shall maintain such record according to law. Contractor shall submit proof of such and City shall maintain such record according to law.

2. The amount of reimbursement will be based on the actual costs of design and construction for the parks and invoices provided to the City by the Contractor and will not exceed $959,449 as shown in Exhibit “D”, Metro Verde Evolution Cost Estimate. The total projected park impact fees to be collected in Metro Verde Evolution Phases 1-5 and Metro Verde West Phase 1 is based on the current Park Impact Fee of $2,600.00 per dwelling unit and the projected build-out for 595 residential lots is $1,547,000.
3. The City will reimburse Contractor for designing and building the park from the Park Impact Fee General account.
4. The Contractor will submit invoices to the City outlining actual costs and/or expenses, paid by the Contractor, associated with design and construction for all park improvements. City Staff will review the invoices for completeness and applicability.
    a. Payment to Contractor from City shall be completed only after work has been completed and approved by the City in full or in accordance with a cost reimbursement schedule. Contractor shall submit completed invoices to the City and City shall maintain such record according to law.
5. The final design and construction of the Park will be completed to the satisfaction of the Owner, under the direction of the City Landscape Architect and Parks & Recreation Department Director. The Park will not be accepted by the City until all deliverables are completed.
6. The Contractor will deed the park tract to the City by Special Warranty Deed prior to City remitting reimbursement payment.

7. The Contractor agrees to warrant all work for a period of one (1) year from the date of Acceptance by the City. Any defect that occurs shall be repaired or replaced by the Contractor at no cost to the City.

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

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

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

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

unless embodied in this agreement. This agreement shall inure to the benefit of and be binding upon the parties and upon their respective successors and assigns.

CITY OF LAS CRUCES

By: _____

Ikani Taumoepeau, City Manager

SIERRA NORTE DEVELOPMENT, INC.

By: _____

John Moscato, Vice President

APPROVED AS TO FORM

_____

CITY ATTORNEY

ACKNOWLEDGEMENTS

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

The foregoing instrument was acknowledged before me on this _____day of _____ 2025, by Ikani Taumoepeau, City Manager of the City of Las Cruces, a New Mexico municipal corporation, on behalf of said municipal corporation.

_____
Notary Public

My commission expires: _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

The foregoing instrument was acknowledged before me on this _____day of _____ 2025, by John Moscato, Vice President of Sierra Norte Development, Inc., a New Mexico corporation, on behalf of said corporation.

_____
Notary Public

My commission expires: _____

METRO EVOLUTION, PHASE 2

A 40.317 ACRE SUBDIVISION BEING A PORTION OF LOTS 2 & 3 ISAACKS SUBDIVISION
PLAT RECORDED NOVEMBER 25, 2002 IN PLAT BOOK 20 PAGES 184-185
AND A REPLAT OF A PORTION OF SONOMA RANCH BOULEVARD AS SHOWN ON
SONOMA RANCH BOULEVARD, PHASE 2 AS FILED AUGUST 11, 2008
IN PLAT RECORD 22 PAGES 532-536 OF THE DOÑA ANA COUNTY RECORDS
LOCATED IN SECTIONS 9 AND 16, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
MARCH 26, 2024

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS METRO EVOLUTION, PHASE 2, AND CONTAINS 40.317 ACRES OF LAND, MORE OR LESS

ALL RIGHTS OF WAY SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THIS SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON.

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 9 DAY OF January, 20 25

JOHN MOSCATO, VICE PRESIDENT
SIERRA NORTE LAND HOLDINGS, LLC.
3590 W. PICACHO AVENUE
LAS CRUCES, NEW MEXICO 88007

INSTRUMENT OF TITLE : SIERRA NORTE LAND HOLDINGS, LLC. - INSTRUMENT NO. 2123603 FILED JULY 26, 2021
SIERRA NORTE LAND HOLDINGS, LLC. - INSTRUMENT NO. 0921897 FILED AUGUST 5, 2009

(STATE OF NEW MEXICO)
(COUNTY OF DOÑA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9 DAY OF January, 20 25
BY John Moscato

(NOTARY PUBLIC)

MY COMMISSION EXPIRES: 08-03-2027

BENJAMIN CARTER
Notary Public
State of New Mexico
Comm. # 1112451
My Comm. Exp. Aug 3, 2027

RECEPTION NO. 2501423

(STATE OF NEW MEXICO)
(COUNTY OF DOÑA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 22nd DAY OF January, 2025 AT 2:46 O CLOCK IN THE PM
RECORDS OF DOÑA ANA COUNTY

COUNTY CLERK

DEPUTY CLERK

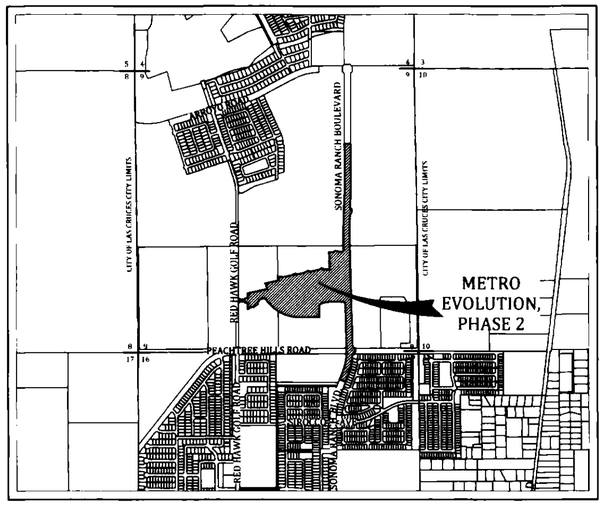
STATE OF NEW MEXICO COUNTY CLERK DOÑA ANA COUNTY

SURVEYOR'S CERTIFICATION

I, BENJAMIN L. CARTER, A NEW MEXICO PROFESSIONAL SURVEYOR, CERTIFY THAT THIS SURVEY PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I 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 PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

1-22-2025
BENJAMIN L. CARTER, PS 22648

BENJAMIN L. CARTER NEW MEXICO 22648 PROFESSIONAL SURVEYOR



VICINITY MAP
NTS

SETBACKS

FRONT SETBACKS	12'
SECONDARY FRONT SETBACKS	12
GARAGES	20
SIDE SETBACKS	5
REAR SETBACKS	10

SIDE AND REAR SETBACKS MAY BE REDUCED TO 0 FOR GARAGE AND ACCESSORY UNITS. ALL SETBACKS FOR RESIDENCES ADJACENT TO INTERNAL DEVELOPMENT OPEN SPACE (PARKS, PONDS, ETC.) MAY BE REDUCED TO 0. A 10' SEPARATION BETWEEN BUILDINGS OR GROUPS OF ATTACHED BUILDINGS SHALL BE MAINTAINED, WITH THE FOLLOWING EXCEPTIONS: FIRST, AN ENCROACHMENT OF THE ROOF OVERHANG AND ARCHITECTURAL ELEMENTS BY 12" OR LESS; AND, SECOND, AN ENCROACHMENT OF 6" OR LESS FOR LIGHTING FIXTURES, FOR MOULDING AROUND DOORS AND WINDOWS, FOR DECORATIVE BANDING, FOR HARDWARE FOR DOORS AND WINDOWS, FOR CANALES AND FOR DOWNSPOUTS. PORCHES AND/OR DECKS MAY ENCROACH 3' INTO THE FRONT SETBACK AND 7' INTO THE REAR SETBACK. COURTYARD WALLS MAY BE WITHIN THE SETBACKS.

NOTES:

1. SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" AN AREA DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN AS PER FIRM FLOOD INSURANCE MAP COMMUNITY PANEL 35013C0925G EFFECTIVE DATE JULY 6, 2016.
2. BASIS OF BEARINGS (N89°56'38"E) IS BETWEEN U.S.G.L.O. BRASS CAP MONUMENTS FOUND FOR THE NORTH 1/4 CORNER AND THE NORTHEAST CORNER OF SECTION 4, T.22S., R.2E., N.M.P.M. AS SHOWN ON SIERRA NORTE ANNEXATION AS RECORDED MARCH 31, 2006 IN PLAT BOOK 21, PAGES 574-576.
3. FIELD MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION UNLESS OTHERWISE NOTED.
4. ALL SET CORNERS ARE 1/2" IRON RODS WITH IDENTIFICATION CAP NM 22648.
5. THE SUBDIVIDER IS RESPONSIBLE FOR: (A) ALL EASEMENTS, MAIN LINE EXTENSIONS, AND STUBOUTS NECESSARY TO PROVIDE SEPARATE UTILITY SERVICES TO EACH LOT. (B) COMPLIANCE WITH ALL APPLICABLE CITY UTILITY STANDARDS.
6. BUILDING PERMITS FOR ANY GRADING OR FOR CONSTRUCTION OF STRUCTURES ON INDIVIDUAL LOTS WITHIN THIS SUBDIVISION SHALL NOT BE ISSUED UNLESS AND UNTIL THE REQUIRED PUBLIC IMPROVEMENTS FOR THE SUBDIVISION HAVE PROGRESSED TO A POINT WHERE THEY CAN BE UTILIZED FOR THE PURPOSES FOR WHICH THEY WERE INTENDED YET BEFORE ALL PUNCH LIST ITEMS ARE COMPLETE AS DETERMINED IN WRITING BY THE CITY OF LAS CRUCES PUBLIC WORKS DIRECTOR, PURSUANT TO AND CONSISTENT WITH THE CITY'S SUBDIVISION SUBSTANTIAL COMPLETION AND BUILDING PERMITS ORDINANCE, AS REVISED.
7. POST DEVELOPMENT RUNOFF IS MANAGED THROUGH A SYSTEM OF STORM DRAINS AND REGIONAL PONDING. DETAILS CAN BE FOUND IN THE FINAL DRAINAGE REPORT FOR THIS DEVELOPMENT.
8. ALL DRIVEWAYS SHALL MEET REQUIREMENTS OF CITY OF LAS CRUCES DEVELOPMENT CODE.
9. TRACTS A AND C ARE PUBLIC AREAS FOR OPEN SPACE, PARK AND TRAILS. THEY WILL BE DEDICATED TO AND MAINTAINED BY THE CITY OF LAS CRUCES UPON APPROVAL SIGNATURE AND FILING OF THE PLAT.
10. TRACT B IS A PUBLIC AREA FOR DRAINAGE USE. IT WILL BE DEDICATED TO AND MAINTAINED BY THE CITY OF LAS CRUCES UPON APPROVAL SIGNATURE AND FILING OF THE PLAT.

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND), (OVERHEAD), (UNDERGROUND AND/OR OVERHEAD), (UNDER-GROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: _____ DATE: 1-9-2025

COMCAST

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND), (OVERHEAD), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: _____ DATE: 1-8-2025

QWEST COMMUNICATIONS (DBA CENTURY LINK)

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS (DBA CENTURY LINK), ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND), (OVERHEAD), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: _____ DATE: 1/9/25

MOONGATE WATER COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO MOONGATE WATER COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION AND MAINTENANCE OF WATER UTILITIES.

BY: _____ DATE: 1-8-25

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR THE APPROVAL OF THIS PLAT.

BY: _____ DATE: 1/13/2025
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: _____ DATE: 1-17-25
DIRECTOR OF UTILITIES

BY: _____ DATE: 1/16/2025
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING

BY: _____ DATE: 1/10/25
CHAIRMAN

BY: _____ DATE: 1/21/25
SECRETARY

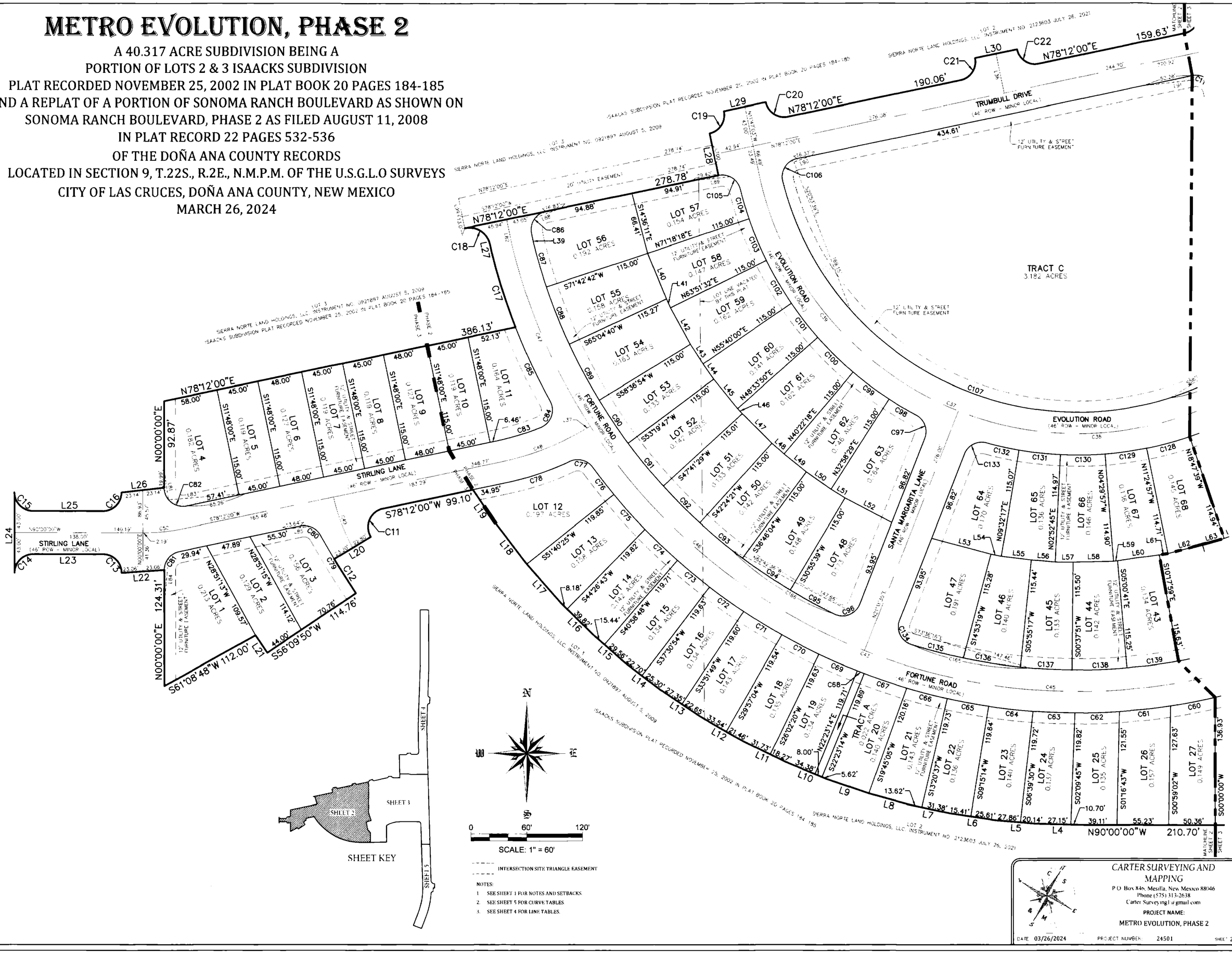
CARTER SURVEYING AND MAPPING
P.O. Box 846, Mesilla, New Mexico 88046
Phone (575) 313-2638
Carter.Surveying1@gmail.com

PROJECT NAME:
METRO EVOLUTION, PHASE 2

DATE 03/26/2024 PROJECT NUMBER: 24501 SHEET 1 OF 5

METRO EVOLUTION, PHASE 2

A 40.317 ACRE SUBDIVISION BEING A
PORTION OF LOTS 2 & 3 ISAACKS SUBDIVISION
PLAT RECORDED NOVEMBER 25, 2002 IN PLAT BOOK 20 PAGES 184-185
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SONOMA RANCH BOULEVARD, PHASE 2 AS FILED AUGUST 11, 2008
IN PLAT RECORD 22 PAGES 532-536
OF THE DOÑA ANA COUNTY RECORDS
LOCATED IN SECTION 9, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
MARCH 26, 2024



NOTES:

1. SEE SHEET 1 FOR NOTES AND SETBACKS.
2. SEE SHEET 5 FOR CURVE TABLES.
3. SEE SHEET 4 FOR LINE TABLES.

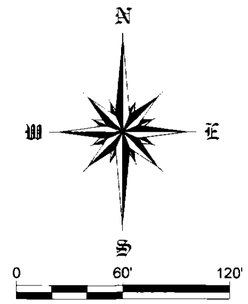
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DATE 03/26/2024 PROJECT NUMBER: 24501 SHEET 2 OF 5

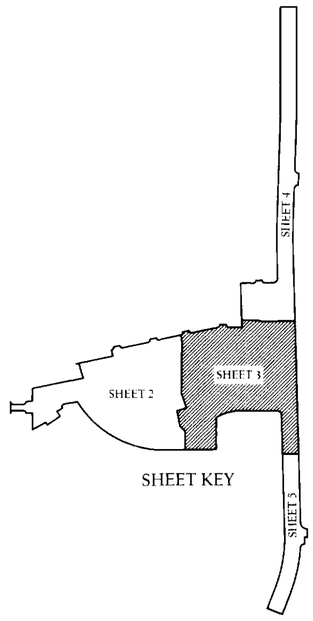
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MARCH 26, 2024



INTERSECTION SITE TRIANGLE EASEMENT

NOTES:
1. SEE SHEET 1 FOR NOTES AND SETBACKS.
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SHEET KEY

CARTER SURVEYING AND MAPPING
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Carter.Surveying1@gmail.com

PROJECT NAME:
METRO EVOLUTION, PHASE 2

DATE: 03/26/2024 PROJECT NUMBER: 24501 SHEET 3 OF 5

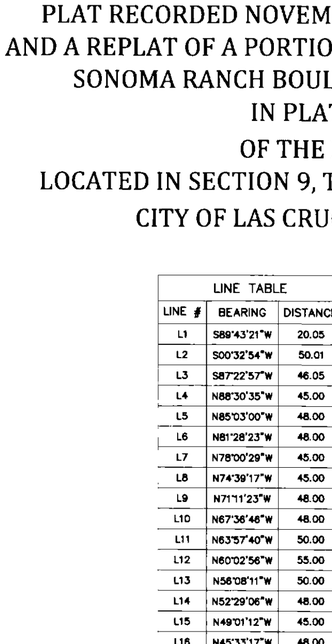
METRO EVOLUTION, PHASE 2

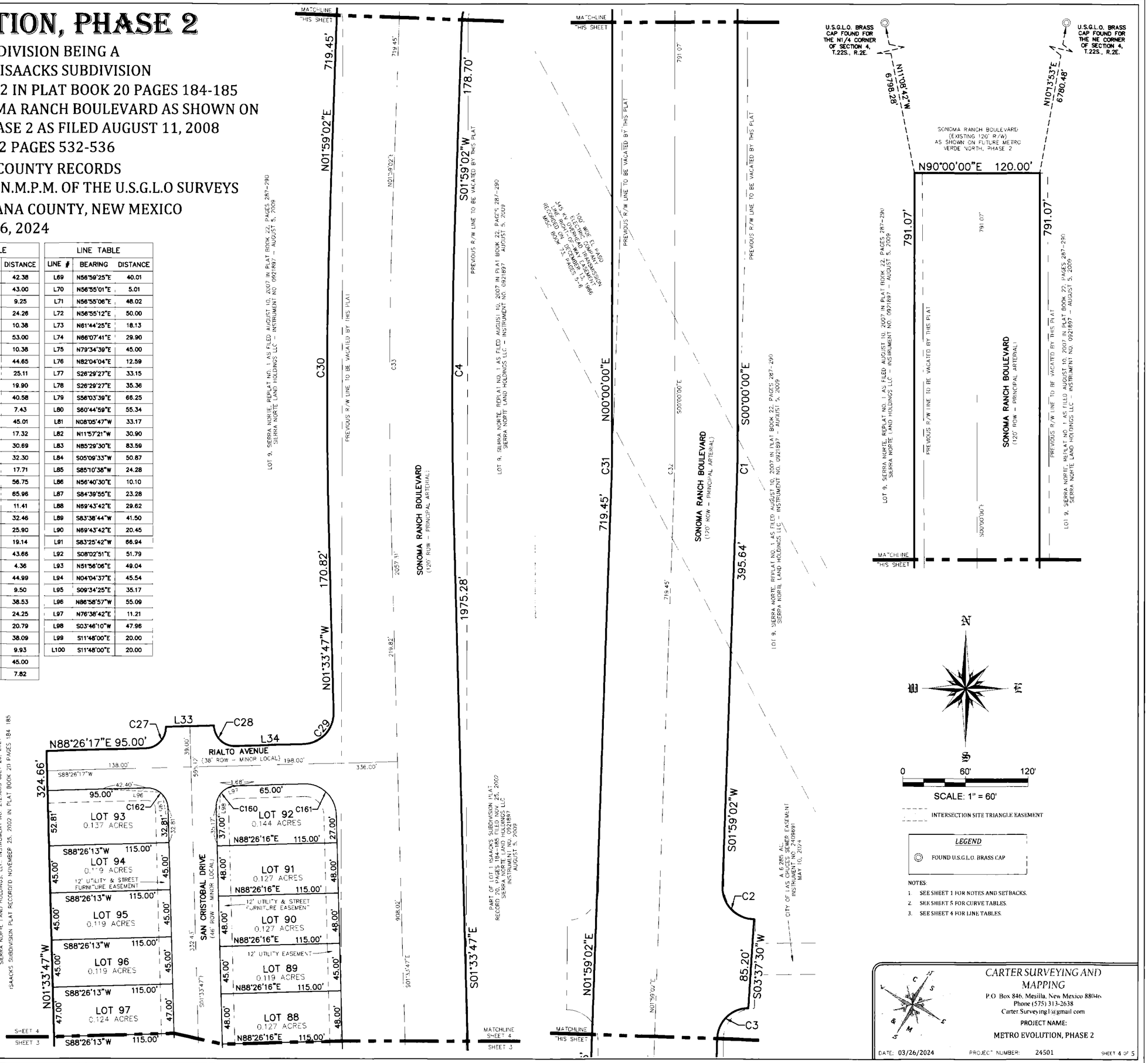
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MARCH 26, 2024

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°43'21"W	20.05
L2	S00°32'54"W	50.01
L3	S87°22'57"W	46.05
L4	N88°30'35"W	45.00
L5	N85°03'00"W	48.00
L6	N81°28'23"W	48.00
L7	N78°00'29"W	45.00
L8	N74°39'17"W	45.00
L9	N71°11'23"W	48.00
L10	N67°36'46"W	48.00
L11	N63°57'40"W	50.00
L12	N60°02'56"W	55.00
L13	N56°08'11"W	50.00
L14	N52°29'06"W	48.00
L15	N49°01'12"W	45.00
L16	N45°33'17"W	48.00
L17	N41°27'41"W	56.95
L18	N37°18'17"W	54.06
L19	N34°20'22"W	43.96
L20	S58°49'41"W	46.00
L21	N33°50'09"W	22.50
L22	S85°55'17"W	46.12
L23	N90°00'00"W	75.00
L24	N00°00'00"E	86.00
L25	N90°00'00"E	75.00
L26	N83°37'42"E	46.29
L27	N11°57'21"W	8.42
L28	N11°55'17"W	46.00
L29	N78°11'11"E	46.00
L30	N78°12'00"E	46.00
L31	N73°58'16"E	46.59
L32	N89°47'13"E	46.01
L33	N88°26'20"E	46.00
L34	N88°26'17"E	65.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L35	N01°33'47"W	42.38
L36	N11°48'00"W	43.00
L37	S60°00'00"W	9.25
L38	S20°20'27"E	24.26
L39	S11°57'21"E	10.38
L40	S22°06'12"E	53.00
L41	S24°01'28"E	10.38
L42	S28°45'47"E	44.65
L43	S32°51'33"E	25.11
L44	S35°30'06"E	19.90
L45	S39°03'11"E	40.58
L46	S41°57'48"E	7.43
L47	S44°56'10"E	45.01
L48	S48°36'41"E	17.32
L49	S51°25'49"E	30.69
L50	S55°07'44"E	32.30
L51	S58°03'54"E	17.71
L52	S62°26'20"E	56.75
L53	S75°06'41"E	65.96
L54	S78°54'40"E	11.41
L55	S83°04'03"E	32.46
L56	S84°41'50"E	25.90
L57	S89°38'51"E	19.14
L58	N88°35'44"E	43.66
L59	N83°12'43"E	4.36
L60	N81°51'51"E	44.99
L61	N81°11'25"E	9.50
L62	N75°41'09"E	38.53
L63	N74°10'55"E	24.25
L64	N69°16'43"E	20.79
L65	N66°56'58"E	38.09
L66	N63°05'57"E	9.93
L67	N60°28'32"E	45.00
L68	N58°15'05"E	7.82

LINE TABLE		
LINE #	BEARING	DISTANCE
L69	N56°59'25"E	40.01
L70	N56°55'01"E	5.01
L71	N56°55'06"E	48.02
L72	N56°55'12"E	50.00
L73	N61°44'25"E	18.13
L74	N66°07'41"E	29.90
L75	N79°34'39"E	45.00
L76	N82°04'04"E	12.59
L77	S26°29'27"E	33.15
L78	S26°29'27"E	35.36
L79	S56°03'39"E	66.25
L80	S60°44'59"E	55.34
L81	N08°05'47"W	33.17
L82	N11°57'21"W	30.90
L83	N85°29'30"E	83.59
L84	S05°09'33"W	50.87
L85	S85°10'38"W	24.28
L86	N56°40'30"E	10.10
L87	S84°39'55"E	23.28
L88	N89°43'42"E	29.62
L89	S83°38'44"W	41.50
L90	N89°43'42"E	20.45
L91	S83°25'42"W	66.94
L92	S08°02'51"E	51.79
L93	N51°56'06"E	49.04
L94	N04°04'37"E	45.54
L95	S09°34'25"E	35.17
L96	N76°38'42"E	11.21
L98	S03°46'10"W	47.96
L99	S11°48'00"E	20.00
L100	S11°48'00"E	20.00





0 60' 120'

SCALE: 1" = 60'

INTERSECTION SITE TRIANGLE EASEMENT

LEGEND

FOUND U.S.G.L.O. BRASS CAP

NOTES:
1. SEE SHEET 1 FOR NOTES AND SETBACKS.
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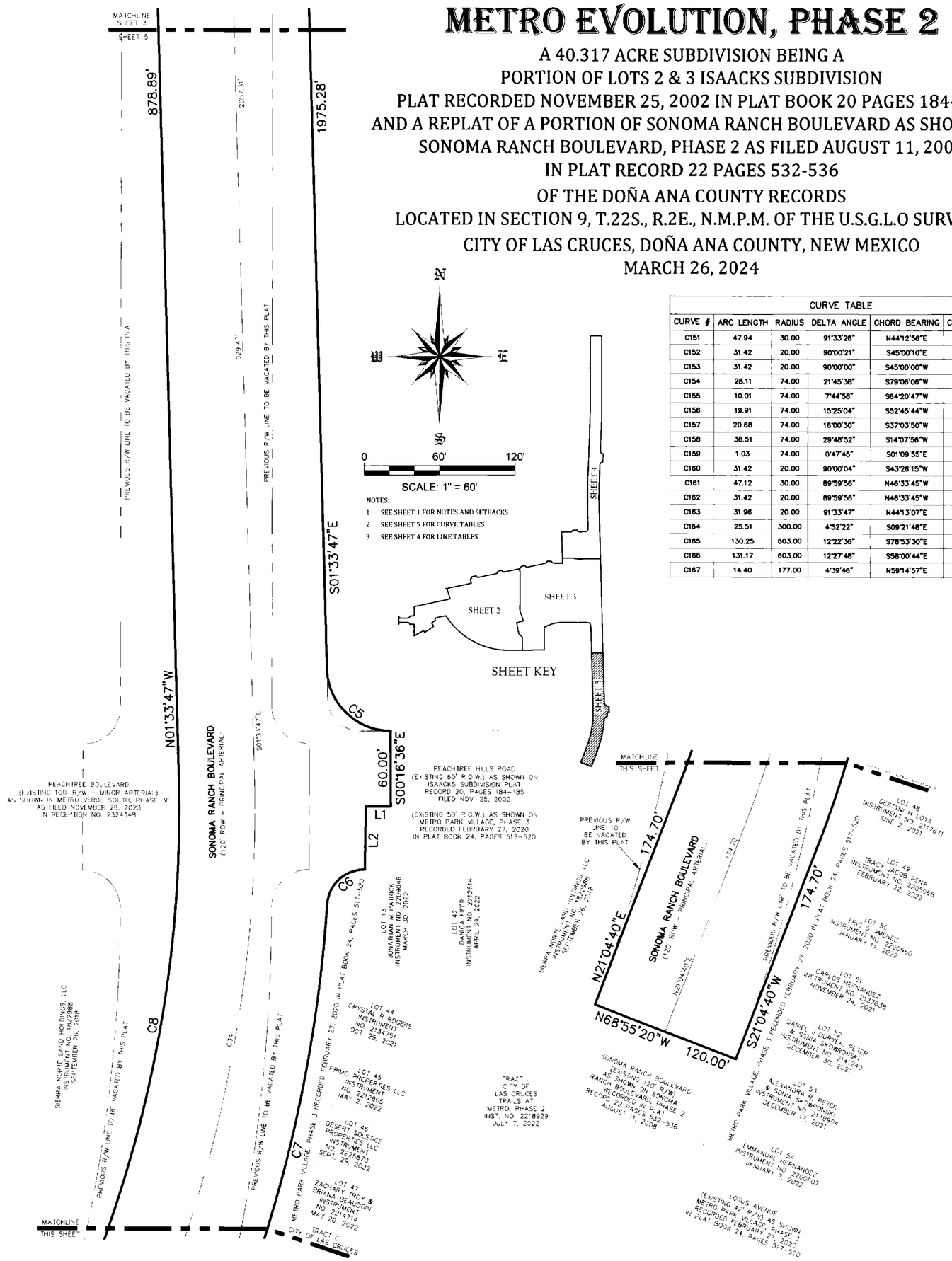
CARTER SURVEYING AND MAPPING
P.O. Box 846, Mesilla, New Mexico 88046
Phone (575) 313-2638
Carter Surveying1@gmail.com

PROJECT NAME:
METRO EVOLUTION, PHASE 2

DATE: 03/26/2024 PROJECT NUMBER: 24501 SHEET 4 OF 5

METRO EVOLUTION, PHASE 2

A 40.317 ACRE SUBDIVISION BEING A
PORTION OF LOTS 2 & 3 ISAACKS SUBDIVISION
PLAT RECORDED NOVEMBER 25, 2002 IN PLAT BOOK 20 PAGES 184-185
AND A REPLAT OF A PORTION OF SONOMA RANCH BOULEVARD AS SHOWN ON
SONOMA RANCH BOULEVARD, PHASE 2 AS FILED AUGUST 11, 2008
IN PLAT RECORD 22 PAGES 532-536
OF THE DOÑA ANA COUNTY RECORDS
LOCATED IN SECTION 9, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
MARCH 26, 2024



NOTES:
1. SEE SHEET 1 FOR NOTES AND SETBACKS.
2. SEE SHEET 5 FOR CURVE TABLES.
3. SEE SHEET 4 FOR LINE TABLES.

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C151	47.94	30.00	91°33'26"	N44°12'56"E	43.00
C152	31.42	20.00	90°00'21"	S45°00'10"E	28.29
C153	31.42	20.00	90°00'00"	S45°00'00"W	28.28
C154	28.11	74.00	21°45'38"	S79°06'06"W	27.94
C155	10.01	74.00	7°44'58"	S64°20'47"W	10.00
C156	19.91	74.00	15°25'04"	S52°45'44"W	19.85
C157	20.68	74.00	16°00'30"	S37°03'50"W	20.61
C158	38.51	74.00	29°48'52"	S14°07'56"W	38.07
C159	1.03	74.00	0°47'45"	S01°09'55"E	1.03
C160	31.42	20.00	90°00'04"	S43°26'15"W	28.28
C161	47.12	30.00	89°59'56"	N46°33'45"W	42.43
C162	31.42	20.00	89°59'56"	N46°33'45"W	28.28
C163	31.96	20.00	91°33'47"	N44°13'07"E	28.67
C164	25.51	300.00	4°52'22"	S09°21'48"E	25.51
C165	130.25	603.00	12°22'36"	S78°53'30"E	130.00
C166	131.17	603.00	12°27'48"	S58°00'44"E	130.91
C167	14.40	177.00	4°39'46"	N59°14'57"E	14.40

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	9.00	260.00	1°59'02"	S00°59'31"W	9.00
C2	48.34	30.00	92°19'51"	S44°10'54"E	43.28
C3	45.90	30.00	87°40'09"	S45°49'06"W	41.55
C4	309.52	5000.00	3°32'49"	S00°12'37"W	309.48
C5	77.42	50.00	88°42'49"	S45°55'11"E	69.91
C6	44.99	30.00	85°55'29"	S46°45'39"W	40.89
C7	337.77	1120.00	17°16'45"	S12°26'17"W	336.49
C8	395.18	1000.00	22°38'27"	N09°45'26"E	392.59
C9	46.31	30.00	88°26'34"	N45°47'04"W	41.85
C10	200.20	377.00	30°25'33"	S74°46'53"W	197.86
C11	38.18	20.00	109°22'20"	S23°30'51"W	32.64
C12	43.47	935.00	2°39'50"	S32°30'14"E	43.47
C13	31.42	20.00	90°00'00"	N45°00'00"W	28.28
C14	31.42	20.00	90°00'00"	S45°00'00"W	28.28
C15	31.42	20.00	90°00'00"	S45°00'00"E	28.28
C16	31.42	20.00	90°00'00"	N45°00'00"E	28.28
C17	84.14	649.00	7°25'40"	N17°35'53"W	84.08
C18	36.07	23.00	89°50'38"	N56°52'40"W	32.48
C19	31.41	20.00	89°59'03"	N33°12'29"E	28.28
C20	31.42	20.00	90°00'57"	S56°47'31"E	28.29
C21	31.42	20.00	90°00'00"	N33°12'00"E	28.28
C22	31.42	20.00	90°00'00"	S56°48'00"E	28.28
C23	29.94	20.00	85°46'49"	N35°18'36"E	27.22
C24	33.38	20.00	95°38'09"	S53°58'55"E	29.64
C25	27.84	20.00	79°45'47"	N38°19'07"E	25.65
C26	30.87	20.00	88°26'13"	S45°46'53"E	27.90
C27	31.42	20.00	90°00'04"	N43°26'15"E	28.28
C28	31.42	20.00	89°59'56"	S46°33'45"E	28.28
C29	47.12	30.00	90°00'04"	N43°26'15"E	42.43
C30	316.95	5120.00	3°32'49"	N00°12'37"E	316.90
C31	4.85	140.00	1°59'02"	N00°59'31"E	4.85
C32	6.92	200.00	1°59'02"	N00°59'31"E	6.92
C33	313.24	5060.00	3°32'49"	S00°12'37"W	313.19
C34	418.87	1060.00	22°38'27"	N09°45'26"E	416.15
C35	81.50	51.00	91°33'47"	N44°13'07"E	73.10
C36	115.48	200.00	33°04'56"	S73°27'32"W	113.88
C37	687.04	350.00	112°28'13"	S66°50'50"E	581.93
C38	333.59	350.00	54°36'32"	N84°13'19"E	321.10
C39	353.46	350.00	57°51'42"	S39°32'34"E	338.63
C40	81.78	300.00	11°48'00"	S84°06'00"W	81.67
C41	111.43	300.00	21°16'57"	S22°26'28"E	110.80
C42	233.34	400.00	33°25'25"	S73°16'57"W	230.05
C43	1196.48	626.00	109°30'37"	S68°40'27"E	1022.50
C44	143.00	626.00	13°05'18"	N83°06'54"E	142.69
C45	457.43	626.00	41°52'02"	S89°24'26"E	447.32
C46	386.53	626.00	35°22'41"	S50°47'04"E	380.42
C47	209.52	626.00	19°10'35"	S23°30'26"E	208.54
C48	95.30	300.00	18°12'00"	N69°06'00"E	94.90
C49	58.08	200.00	16°38'23"	S20°36'06"E	57.88
C50	41.19	200.00	11°48'00"	N84°06'00"E	41.12
C51	64.29	200.00	18°25'04"	N09°12'32"W	64.01
C52	19.72	377.00	2°59'52"	S58°04'10"W	19.72
C53	107.57	649.00	9°29'48"	S61°19'08"W	107.45
C54	28.17	20.00	80°42'25"	S25°42'50"W	25.90
C55	45.97	223.00	11°48'44"	S08°44'01"E	45.89
C56	11.00	223.00	2°49'39"	S01°24'49"E	11.00
C57	35.72	177.00	11°33'49"	N05°48'55"W	35.66
C58	33.14	20.00	94°56'38"	N59°02'08"W	29.48
C59	38.41	649.00	3°23'28"	S75°11'17"W	38.41
C60	49.07	649.00	4°19'56"	S79°02'59"W	49.06
C61	55.07	649.00	4°51'41"	S83°38'47"W	55.05
C62	48.03	649.00	4°14'26"	S88°11'51"W	48.02
C63	45.04	649.00	3°58'33"	N87°41'39"W	45.03
C64	48.04	649.00	4°14'29"	N83°35'08"W	48.03
C65	45.21	649.00	3°59'29"	N79°28'09"W	45.20
C66	45.20	649.00	3°59'25"	N75°28'42"W	45.19
C67	48.11	649.00	4°14'52"	N71°21'34"W	48.10
C68	8.00	649.00	0°42'23"	N68°52'56"W	8.00
C69	45.01	649.00	3°58'25"	N66°32'32"W	45.00
C70	45.01	649.00	3°58'24"	N62°34'08"W	45.00
C71	48.01	649.00	4°14'19"	N58°27'47"W	48.00
C72	45.01	649.00	3°58'25"	N54°21'25"W	45.00
C73	45.01	649.00	3°58'25"	N50°23'00"W	45.00
C74	48.01	649.00	4°14'19"	N46°16'38"W	48.00
C75	50.01	649.00	4°24'55"	N41°57'01"W	50.00

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C76	37.00	649.00	3°16'00"	N38°06'34"W	37.00
C77	27.38	20.00	78°26'27"	N75°41'47"W	25.29
C78	73.95	323.00	13°07'01"	S71°38'30"W	73.78
C79	72.92	935.00	4°28'06"	N31°36'06"W	72.90
C80	25.28	20.00	72°25'56"	N65°35'01"W	23.63
C81	27.30	20.00	78°12'00"	S39°06'00"W	25.23
C82	35.53	20.00	101°48'00"	S50°54'00"E	31.04
C83	50.63	277.00	10°28'19"	N72°57'51"E	50.56
C84	33.77	20.00	96°44'26"	N19°21'28"E	29.90
C85	87.23	649.00	7°42'02"	N25°09'44"W	87.16
C86	31.47	20.00	90°09'22"	S33°07'20"W	28.32
C87	49.06	603.00	4°39'40"	S16°17'13"E	49.04
C88	66.35	603.00	6°18'17"	S21°46'11"E	66.32
C89	68.02	603.00	6°27'46"	S28°09'13"E	67.98
C90	55.62	603.00	5°17'07"	S34°01'39"E	55.60
C91	59.34	603.00	5°38'17"	S39°29'21"E	59.31
C92	55.63	603.00	5°17'10"	S44°57'05"E	55.61
C93	59.34	603.00	5°38'17"	S50°24'48"E	59.31
C94	61.74	603.00	5°52'01"	S56°09'56"E	61.72
C95	54.15	603.00	5°08'41"	S61°40'17"E	54.13
C96	32.89	20.00	94°13'47"	N68°36'29"E	29.31
C97	29.22	20.00	83°43'06"	N20°19'56"W	26.69
C98	33.64	373.00	5°10'00"	N59°36'31"W	33.62
C99	48.16	373.00	7°23'50"	N53°19'36"W	48.12
C100	53.33	373.00	8°11'32"	N45°31'56"W	53.29
C101	46.24	373.00	7°06'10"	N37°53'05"W	46.21
C102	53.33	373.00	8°11'32"	N30°14'14"W	53.29
C103	48.48	373.00	7°26'46"	N22°25'05"W	48.44
C104	33.26	373.00	5°06'32"	N16°08'26"W	33.25
C105	30.79	20.00	88°12'50"	N57°41'35"W	27.84
C106	32.21	20.00	92°17'12"	S32°03'24"W	28.84
C107	622.06	327.00	108°59'44"	S68°35'04"E	532.42
C108	31.42	20.00	90°00'00"	N11°55'04"E	28.28
C109	119.98	323.00	21°16'57"	N22°26'28"W	119.29
C110	31.42	20.00	90°00'00"	N56°48'00"W	28.28
C111	31.42	20.00	90°00'00"	S33°12'00"W	28.28
C112	8.89	277.00	1°50'21"	S79°07'11"W	8.89
C113	48.16	277.00	9°57'38"	S85°01'11"W	48.09
C114	30.87	20.00	88°26'13"	N45°46'53"W	27.90
C115	44.75	28.00	91°33'47"	N44°13'07"E	40.13
C116	27.00	223.00	6°56'14"	N86°31'53"E	26.98
C117	48.87	223.00	12°30'13"	N76°48'39"E	48.57
C118	45.57	223.00	11°42'28"	N64°42'19"E	45.49
C119	7.53	223.00	1°56'01"	N57°53'04"E	7.53
C120	31.42	20.00	90°00'00"	S78°04'56"E	28.28
C121	59.75	277.00	12°21'33"	S26°54'10"E	59.64
C122	43.14	277.00	8°55'24"	S16°15'42"E	43.10
C123	31.42	20.00	90°00'00"	N45°00'00"W	28.28
C124	62.06	177.00	20°05'27"	S79°57'17"W	61.75
C125	40.13	177.00	12°59'30"	S63°24'48"W	40.05
C126	47.99	373.00	7°22'18"	S60°36'13"W	47.96
C127	45.03	373.00	6°55'00"	S67°44'51"W	45.00
C128	48.03	373.00	7°22'42"	S74°53'42"W	48.00
C129	45.03	373.00	6°55'00"	S82°02'33"W	45.00
C130	48.03	373.00	7°22'42"	S89°11'24"W	48.00
C131	45.03	373.00	6°54'59"	N83°39'46"W	45.00
C132	35.48	373.00	5°26'56"	N77°28'46"W	35.46
C133	29.22	20.00	83°43'06"	S63°23'08"W	26.69
C134	32.89	20.00	94°13'47"	S25°35'18"E	29.31
C135	57.82	603.00	5°29'37"	S75°27'00"E	57.79
C136	61.90	603.00	5°52'55"	S81°08'16"E	61.88
C137	55.68	603.00	5°17'25"	S86°43'26"E	55.66
C138	59.38	603.00	5°38'32"	N87°48'35"E	59.36
C139	55.86	603.00	5°17'18"	N82°20'40"E	55.84
C140	59.42	603.00	5°38'45"	N76°52'39"E	59.39
C141	55.68	603.00	5°17'27"	N71°24'34"E	55.66
C142	59.36	603.00	5°38'26"	N65°56'37"E	59.34
C143	52.33	603.00	4°58'20"	N60°38'14"E	52.31
C144	18.63	603.00	1°34'50"	N57°21'40"E	18.63
C145	31.38	423.00	4°15'00"	N58°41'44"E	31.37
C146	45.02	423.00	6°05'53"	N63°52'11"E	45.00
C147	48.03	423.00	6°30'18"	N70°10'17"E	48.00
C148	48.03	423.00	6°30'18"	N76°40'35"E	48.00
C149	39.01	423.00	5°17'02"	N82°34'15"E	39.00
C150	29.74	20.00	85°12'47"	N42°36'23"E	27.08

CARTER SURVEYING AND MAPPING
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PROJECT NAME:
METRO EVOLUTION, PHASE 2

DATE 03/26/2024 PROJECT NUMBER: 24501 SHEET 5 OF 5

EXHIBIT "B"

PROJECT PHASING LEGEND	
PHASE ONE	
PHASE TWO	
PHASE THREE	
PHASE FOUR	
PHASE FIVE	

PHASING PLAN

METRO EVOLUTION

SHEET PH-1

DATE 5/27/22

CHAD J. SELLS, NEW MEXICO, NO. 16917, REGISTERED PROFESSIONAL ENGINEER

CHAD SELLS, P.E. — ENGINEER

ANA ROMERO — DESIGNER

SNDI
3590 W. PICACHO AVE.
LAS CRUCES, NM 88007
575.524.2821 snmdi@gmail.com

DRAWING FILE LOCATION: C:\USERS\IT\DOCUMENTS\ANA PROJECT FOLDER\METRO EVOLUTION PHASE 1\METRO EVOLUTION PHASE 1-PHASES PLAN.DWG

METRO WEST, PHASE 1

A 23.805 ACRE SUBDIVISION LOCATED IN T.22S., R.2E., SECTIONS 9 & 16, N.M.P.M.
BEING A PORTION OF LOT 9, SIERRA NORTE, REPLAT NO. 1
AS FILED AUGUST 10, 2007 IN PLAT BOOK 22, PAGES 287-290
AND A PORTION OF LOTS 3 & 4, ISAACKS SUBDIVISION
PLAT RECORDED NOVEMBER 25, 2002 IN PLAT BOOK 20 PAGES 184-185
OF THE DOÑA ANA COUNTY RECORDS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
MAY 30, 2024

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS METRO WEST, PHASE 1, AND CONTAINS 23.805 ACRES OF LAND, MORE OR LESS

ALL RIGHTS OF WAY SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THIS SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON.

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS _____DAY OF_____, 20___.

_____
JOHN MOSCATO, MANAGING MEMBER
SIERRA NORTE LAND HOLDINGS, LLC.
3590 W. PICACHO AVENUE
LAS CRUCES, NEW MEXICO 88007

INSTRUMENT OF TITLE : LOT 9, SIERRA NORTE, REPLAT NO. 1 & LOT 3, ISAACKS SUBDIVISION:
SIERRA NORTE LAND HOLDINGS, LLC. - INSTRUMENT NO. 0921897 AUGUST 5, 2009

LOT 4, ISAACKS SUBDIVISION:
SIERRA NORTE LAND HOLDINGS, LLC. - INSTRUMENT NO. 1003673 FILED FEBRUARY 11, 2010

(STATE OF NEW MEXICO)
(COUNTY OF DOÑA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____DAY OF _____, 20___ BY JOHN MOSCATO.

_____
(NOTARY PUBLIC)

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS _____DAY OF_____, 20___.

_____
JAMES E. PHILLIPS, TRUSTEE
PHILLIPS FAMILY TRUST
790 LOMA VERDE LANE
LAS CRUCES, NM 88011

_____
JOSEPHINE A. PHILLIPS, TRUSTEE
PHILLIPS FAMILY TRUST
790 LOMA VERDE LANE
LAS CRUCES, NM 88011

INSTRUMENT OF TITLE : LOT 4, ISAACKS SUBDIVISION:
PHILLIPS FAMILY TRUST - INSTRUMENT NO. 1524970 FILED NOVEMBER 20, 2015

(STATE OF NEW MEXICO)
(COUNTY OF DOÑA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____DAY OF_____, 20__BY JAMES E. PHILLIPS & JOSEPHINE A. PHILLIPS.

_____
(NOTARY PUBLIC)

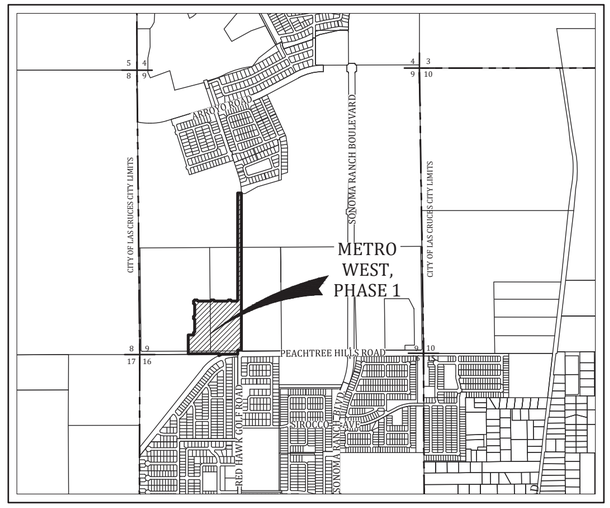
RECEPTION NO._____

(STATE OF NEW MEXICO)
(COUNTY OF DOÑA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE _____DAY OF_____, 20___ AT_____O'CLOCK IN THE RECORDS OF DOÑA ANA COUNTY.

_____
COUNTY CLERK

_____
DEPUTY CLERK



VICINITY MAP
NTS

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND), (OVERHEAD), (UNDERGROUND AND/OR OVERHEAD), (UNDER-GROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY:_____ DATE:_____

COMCAST

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND), (OVERHEAD), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: _____ DATE:_____

QWEST COMMUNICATIONS (DBA CENTURY LINK)

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS (DBA CENTURY LINK), ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND), (OVERHEAD), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: _____ DATE:_____

MOONGATE WATER COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO MOONGATE WATER COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION AND MAINTENANCE OF WATER UTILITIES.

BY: _____ DATE:_____

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR THE APPROVAL OF THIS PLAT.

BY: _____ DATE:_____
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: _____ DATE:_____
DIRECTOR OF UTILITIES

BY: _____ DATE:_____
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING

BY: _____ DATE:_____
CHAIRMAN

BY: _____ DATE:_____
SECRETARY

SURVEYOR'S CERTIFICATION

I, BENJAMIN L. CARTER, A NEW MEXICO PROFESSIONAL SURVEYOR, CERTIFY THAT THIS SURVEY PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I 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 PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

_____
BENJAMIN L. CARTER, PS 22648

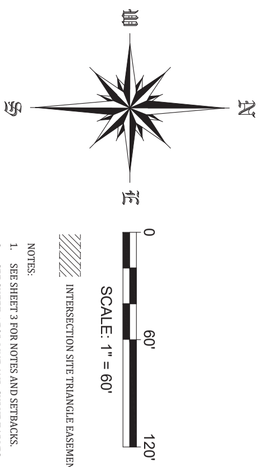
CARTER SURVEYING AND MAPPING
P.O. Box 846, Mesilla, New Mexico 88046
Phone (575) 313-2638
Carter.Surveying1@gmail.com

PROJECT NAME:
METRO WEST, PHASE 1

DATE: 05-30-2024 | PROJECT NUMBER: 24506 | SHEET 1 OF 2

METRO WEST, PHASE 1

A 23.805 ACRE SUBDIVISION LOCATED IN T.22S., R.2E., SECTIONS 9 & 16, N.M.P.M.
BEING A PORTION OF LOT 9, SIERRA NORTE, REPLAT NO. 1
AS FILED AUGUST 10, 2007 IN PLAT BOOK 22, PAGES 287-290
AND A PORTION OF LOTS 3 & 4, ISAACKS SUBDIVISION
PLAT RECORDED NOVEMBER 25, 2002 IN PLAT BOOK 20 PAGES 184-185
OF THE DOÑA ANA COUNTY RECORDS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
MAY 30, 2024



0 60' 120'
SCALE: 1" = 60'

INTERSECTION SITE TRIANGLE EASEMENT

NOTES:
1. SEE SHEET 3 FOR NOTES AND SETBACKS.
2. SEE SHEET 4 FOR LINE AND CURVE TABLES.

SHEET KEY
SHEET 2
SHEET 3
SHEET 4
SHEET 4
SHEET 4

MATCHLINE SHEET 3
MATCHLINE SHEET 3 SHEET 2

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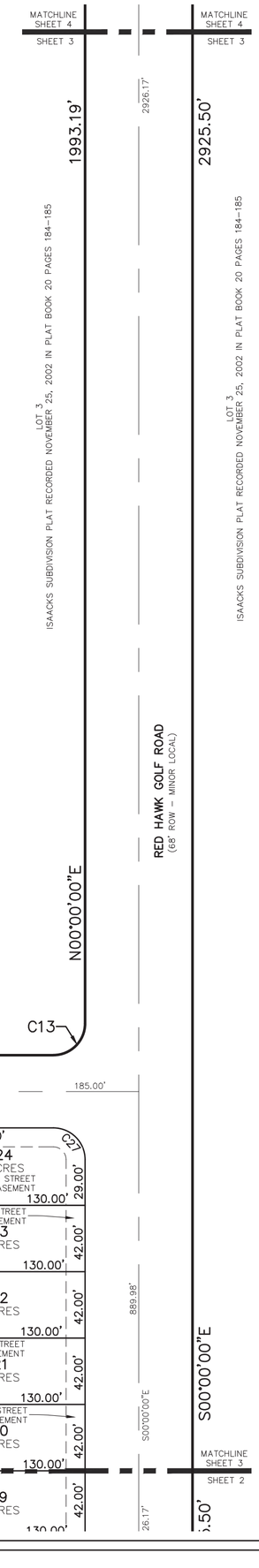
SETBACKS

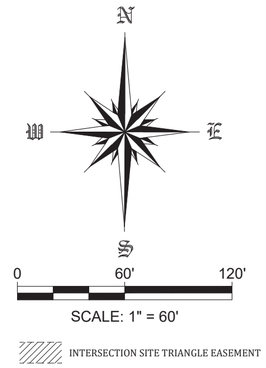
FRONT SETBACKS	12'
SECONDARY FRONT SETBACKS	12'
GARAGES	20'
SIDE SETBACKS	5'
REAR SETBACKS	10'

ALL SETBACKS FOR RESIDENCES ADJACENT TO INTERNAL DEVELOPMENT OPEN SPACE (PARKS, PONDS, ETC.) MAY BE REDUCED TO 0'.
A 10' SEPARATION BETWEEN BUILDINGS OR GROUPS OF ATTACHED BUILDINGS SHALL BE MAINTAINED, WITH THE FOLLOWING EXCEPTIONS: FIRST, AN ENCROACHMENT OF THE ROOF OVERHANG AND ARCHITECTURAL ELEMENTS BY 12" OR LESS; AND, SECOND, AN ENCROACHMENT OF 6" OR LESS FOR LIGHTING FIXTURES, FOR MOULDING AROUND DOORS AND WINDOWS, FOR DECORATIVE BANDING, FOR HARDWARE FOR DOORS AND WINDOWS, FOR CANALES AND FOR DOWNSPOUTS. PORCHES AND/OR DECKS MAY ENCROACH 5' INTO THE REAR SETBACK.

NOTES:

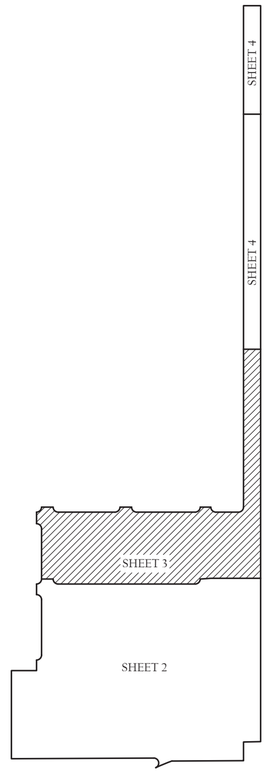
1. SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" AN AREA DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN AS PER FIRM FLOOD INSURANCE MAP COMMUNITY PANEL 35013C0913G EFFECTIVE DATE JULY 6, 2016.
2. BASIS OF BEARINGS (N89°56'38"E) IS BETWEEN U.S.G.L.O. BRASS CAP MONUMENTS FOUND FOR THE NORTH 1/4 CORNER AND THE NORTHEAST CORNER OF SECTION 4, T.22S., R.2E., N.M.P.M. AS SHOWN ON SIERRA NORTE ANNEXATION AS RECORDED MARCH 31, 2006 IN PLAT BOOK 21, PAGES 574-576.
3. FIELD MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION UNLESS OTHERWISE NOTED.
4. ALL SET CORNERS ARE 1/2" IRON RODS WITH IDENTIFICATION CAP NM 22648.
5. THE SUBDIVIDER IS RESPONSIBLE FOR: (A) ALL EASEMENTS, MAIN LINE EXTENSIONS, AND STUBOUTS NECESSARY TO PROVIDE SEPARATE UTILITY SERVICES TO EACH LOT. (B) COMPLIANCE WITH ALL APPLICABLE CITY UTILITY STANDARDS.
6. BUILDING PERMITS FOR ANY GRADING OR FOR CONSTRUCTION OF STRUCTURES ON INDIVIDUAL LOTS WITHIN THIS SUBDIVISION SHALL NOT BE ISSUED UNLESS AND UNTIL THE REQUIRED PUBLIC IMPROVEMENTS FOR THE SUBDIVISION HAVE PROGRESSED TO A POINT WHERE THEY CAN BE UTILIZED FOR THE PURPOSES FOR WHICH THEY WERE INTENDED YET BEFORE ALL PUNCH LIST ITEMS ARE COMPLETE AS DETERMINED IN WRITING BY THE CITY OF LAS CRUCES PUBLIC WORKS DIRECTOR, PURSUANT TO AND CONSISTENT WITH THE CITY'S SUDIVISION SUBSTANTIAL COMPLETION AND BUILDING PERMITS ORDINANCE, AS REVISED.
7. POST-DEVELOPMENT RUNOFF IS MANAGED THROUGH A SYSTEM OF STORM DRAINS AND REGIONAL PONDING. DETAILS CAN BE FOUND IN THE FINAL DRAINAGE REPORT FOR THIS DEVELOPMENT.
8. ALL DRIVEWAYS SHALL MEET REQUIREMENTS OF CITY OF LAS CRUCES DEVELOPMENT CODE.
10. TRACT A IS A PUBLIC AREA FOR DRAINAGE. IT WILL BE DEDICATED TO AND MAINTAINED BY THE CITY OF LAS CRUCES UPON APPROVAL SIGNATURE AND FILING OF THE PLAT.





INTERSECTION SITE TRIANGLE EASEMENT

NOTES:
1. SEE SHEET 4 FOR LINE AND CURVE TABLES.



SHEET KEY

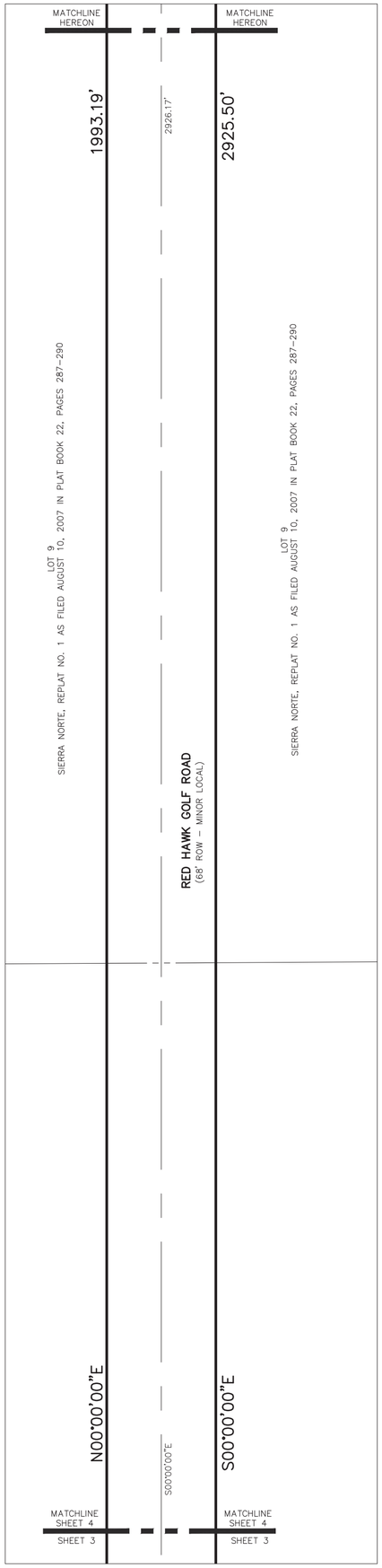
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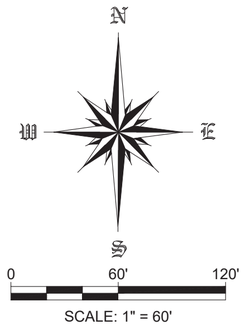
PROJECT NAME:
METRO WEST, PHASE 1

DATE: 05-30-2024 | PROJECT NUMBER: 24506 | SHEET 2 OF 2

METRO WEST, PHASE 1

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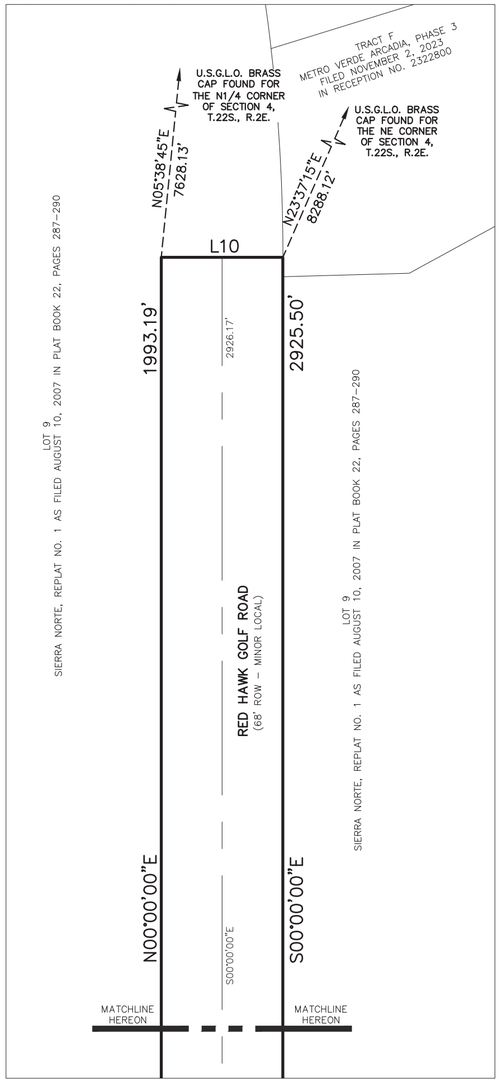


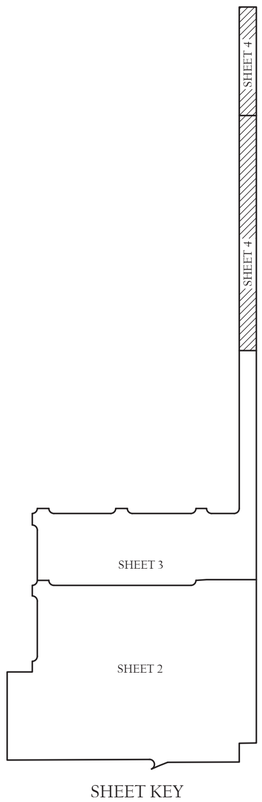


INTERSECTION SITE TRIANGLE EASEMENT

NOTES:

1. SEE SHEET 3 FOR NOTES AND SETBACKS.





LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S88°52'23"W	68.01
L2	S00°00'03"W	74.46
L3	N00°00'00"E	42.00
L4	N00°00'00"E	42.00
L5	N00°00'00"E	46.00
L6	N90°00'00"E	46.00
L7	N90°00'00"E	46.00
L8	N90°00'00"E	42.00
L9	N90°00'00"E	90.00
L10	N90°00'00"E	68.00
L11	S00°00'00"E	43.00
L12	S00°00'00"E	43.00
L13	S00°00'00"E	43.00
L14	N90°00'00"E	43.00
L15	N90°00'00"E	43.00
L16	N89°59'47"E	29.83
L17	N72°34'29"E	31.26
L18	N40°37'22"W	8.76
L19	S45°00'00"E	44.71
L20	S85°32'18"E	52.16
L21	N81°00'10"E	24.27
L22	S85°32'18"E	50.85
L23	N81°00'10"E	20.14
L24	S04°27'42"W	62.37
L25	S08°24'50"E	29.42
L26	N04°27'42"E	62.37
L27	N04°23'27"E	62.87
L28	S08°59'50"E	24.42
L29	S04°27'42"W	62.37
L30	S85°32'18"E	54.15
L31	N81°00'10"E	21.60
L32	N08°24'50"W	29.42
L33	N08°59'50"W	24.42
L34	N04°23'27"E	62.87
L35	S08°59'50"E	24.42
L36	N81°00'10"E	21.60
L37	S85°32'18"E	54.15
L38	N81°00'10"E	21.60

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	69.68	850.00	4°41'49"	S67°38'53"W	69.66
C2	54.30	20.00	155°33'11"	N12°28'37"W	39.09
C3	31.42	20.00	90°00'00"	N45°00'00"E	28.28
C4	31.42	20.00	90°00'00"	N45°00'00"W	28.28
C5	31.42	20.00	90°00'00"	N45°00'00"E	28.28
C6	31.42	20.00	90°00'00"	N45°00'00"W	28.28
C7	31.42	20.00	90°00'00"	N45°00'00"E	28.28
C8	31.42	20.00	90°00'00"	S45°00'00"E	28.28
C9	31.42	20.00	90°00'00"	N45°00'00"E	28.28
C10	31.42	20.00	90°00'00"	S45°00'00"E	28.28
C11	31.42	20.00	90°00'00"	N45°00'00"E	28.28
C12	31.42	20.00	90°00'00"	S45°00'00"E	28.28
C13	31.42	20.00	90°00'00"	N45°00'00"E	28.28
C14	78.54	50.00	90°00'00"	N45°00'00"E	70.71
C15	74.55	65.50	65°12'51"	N57°38'47"W	70.59
C16	38.38	25.00	87°57'31"	N43°58'46"E	34.72
C17	235.37	850.00	15°51'57"	N80°01'33"E	234.62
C18	26.04	20.00	74°35'09"	S70°36'51"E	24.24
C19	87.92	88.68	56°48'16"	S61°47'15"E	84.37
C20	34.65	22.00	90°15'13"	S45°07'36"E	31.18
C21	31.42	20.00	90°00'00"	S45°00'00"W	28.28
C22	32.67	71.00	26°21'55"	S76°49'02"W	32.38
C23	20.47	71.00	16°30'55"	S55°22'37"W	20.39
C24	13.89	71.00	11°12'37"	S41°30'52"W	13.87
C25	44.50	71.00	35°54'33"	S17°57'17"W	43.77
C26	31.42	20.00	90°00'00"	S45°00'00"W	28.28
C27	31.42	20.00	90°00'00"	N45°00'00"W	28.28
C28	31.42	20.00	90°00'00"	N45°00'00"W	28.28
C29	31.42	20.00	90°00'00"	S45°00'00"W	28.28
C30	31.42	20.00	90°00'00"	S45°00'00"E	28.28
C31	31.42	20.00	90°00'00"	N45°00'00"E	28.28
C32	31.42	20.00	90°00'00"	N45°00'00"W	28.28
C33	31.42	20.00	90°00'00"	S45°00'00"W	28.28
C34	31.42	20.00	90°00'00"	N45°00'00"W	28.28
C35	31.42	20.00	90°00'00"	S45°00'00"W	28.28
C36	31.42	20.00	90°00'00"	S45°00'00"E	28.28
C37	31.42	20.00	90°00'00"	N45°00'00"E	28.28
C38	31.42	20.00	90°00'00"	N45°00'00"W	28.28
C39	31.42	20.00	90°00'00"	S45°00'00"W	28.28
C40	34.65	22.00	90°15'13"	S45°07'36"E	31.18
C41	34.46	22.00	89°44'47"	N44°52'24"E	31.04
C42	31.42	20.00	90°00'00"	S45°00'00"E	28.28
C43	45.55	29.00	90°00'00"	N45°00'00"E	41.01
C44	34.46	22.00	89°44'47"	N44°52'24"E	31.04
C45	31.42	20.00	90°00'00"	N45°00'00"W	28.28

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PROJECT NAME:
METRO WEST, PHASE 1

DATE: 05-30-2024 | PROJECT NUMBER: 24506 | SHEET 2 OF 2

EXHIBIT "'D"

WHEAT DESIGN GROUP
LANDSCAPE ARCHITECTS

Metro Evolution 100% Cost Estimate

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTALS
	Site Prep				
1	Clearing, grubbing and rough grading	ACRE	1	$4,000.00	$4,000.00
	Materials				
2	Concrete path, pad under ramada and entry points	S.F.	4,605	$8.00	$36,840.00
3	Concrete mow strip	L.F	1,075	$10.00	$10,750.00
	American Ramp- Bike Skills Playground				
4	Features (includes sales tax, equipment, shipping, and supervised installation)	L. SUM	1	$69,250.29	$69,250.29
5	Trail surfacing, soil compaction between features	L. SUM	1	$5,000.00	$5,000.00
6	*Install labor (25 % of cost)*				$17,312.57
	Creative Recreation - Play Equipment and Site Furnishings				
7	Playground equipment, site furnishings, shelter (including freight and tax)	L. SUM	1	$385,075.00	$385,075.00
8	Install labor (30 % of cost)	L. SUM	1	$97,015.80	$97,015.80
	Landscape				
9	Landscape (plants, desert cobble, woody mulch in bike area, labor + materials)	SF	24,231	$1.34	$32,408.96
10	Sod fescue (labor + materials)	SF	97,505	$1.63	$158,445.63
11	Irrigation	SF	121,736	$0.75	$91,302.00
12	Post and cable barrier	L. SUM	1	$3,134.00	$3,134.00
13	Removable bollards	EA	3	$600.00	$1,800.00
	SUBTOTAL				**$912,334.25**
	2% CONTINGENCY				**$18,246.69**
	Design Fee				**$28,868.00**
	TOTAL				**$959,448.94**

25-117

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

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		**Adopted:**	April 7, 2025
Drafter:	Jacqueline Rubalcava	**Department:**	Financial Services
Program:	Budget	**Line of Business:**	Fiscal Management

Title: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT BUDGET ADJUSTMENTS FOR THE SPORT FIELD LIGHTING REPLACEMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024-25 BUDGET AND THE FY2025 CAPITAL IMPROVEMENTS PROGRAM (CIP).**

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

PURPOSE(S) OF ACTION:
To adjust budget for SSGRT (Fund 4028) and the FY25 CIP.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) is requesting funding for the repair and replacement of the sports field lighting. A recent assessment has determined that the lighting system is no longer safe, with some poles having already fallen. To ensure the safety of ball players and the public, we are requesting funding be used from fund 4028 (SSGRT) to replace the damaged and outdated lighting system.

By replacing the lighting system, the city will not only improve visibility but also ensure that the fields are properly illuminated for safe participation in activities. This upgrade will allow for a safer environment, reducing risk of injuries that could occur from poor visibility or unstable poles.

This project is critical for the safety of everyone using the fields, and for maintaining a safe environment during all events being held in these areas. This will allow the community to continue enjoying these facilities without the threat of accidents.

Per CMP 2.9, all other budget transfers including transfers to create new capital projects will require prior approval from the City Council.

SUPPORT INFORMATION:
Exhibit "A" Fund Summaries
Exhibit "B" - FY2025-2030 CIP
Attachment "A" - Budget Adjustment Summary

PLAN(S):
None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
$3,400,000		$3,400,000

Funding Source(s):

Account 4028-40255030-805000

Overall Budget Impact:

Budget Adjustment is being requested from fund 4028

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 accept the budget adjustment as presented and amend the FY2025 Capital Improvements Program (CIP).
2. Vote "No"; this will not approve the Resolution or accept the budget adjustment as presented or amend the FY2025 Capital Improvements Program (CIP).
3. Vote to "Amend"; this will delay the process of spending the funds and require direction to staff.
4. Vote to "Table"; this action could pose a risk to the safety of the general public and employees.

REFERENCE INFORMATION:

Attachment "A" Budget Adjustment Summary

RESOLUTION 25-117

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT BUDGET ADJUSTMENTS FOR THE SPORT FIELD LIGHTING REPLACEMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024-25 BUDGET AND THE FY2025 CAPITAL IMPROVEMENTS PROGRAM (CIP).

The City Council is informed that:

WHEREAS, City of Las Cruces (City) staff members have prepared a budget adjustment for the replacement of sports field lighting; and

WHEREAS, the Financial Services Department is requesting that administrative funds from SSGRT be reallocated for this repair.

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

(I)

THAT the FY2025 budget adjustment as indicated in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT the FY2025 CIP, is hereby amended as outlined in Exhibit "B", attached hereto and made a part of this Resolution, are hereby approved.

(III)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4028 2023 SSGRT 2024-25			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 12,707,481	13,216,992	0	13,216,992
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	350,000	0	350,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**350,000**	**0**	**350,000**
TOTAL RESOURCES	**$ 12,707,481**	**13,566,992**	**0**	**13,566,992**
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 Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	12,700,000	13,566,992	0	13,566,992
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 12,700,000**	**13,566,992**	**0**	**13,566,992**
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	**$ 7,481**	**0**	**0**	**0**

Exhibit "B"

City of Las Cruces
Capital Improvements Program
FY 2025-2030

Amended: 4/7/2025

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
ACTIVE TRANSPORTATION		**7,438,893**	**370,000**	**809,000**	**635,000**	**635,000**	**635,000**	
Active Transportation - Newly Funded		**500,000**	**-**	**-**	**-**	**-**	**-**	
Trails +	Parks and Recreation	500,000						**Grants**
Active Transportation - Carryover Projects		**6,938,893**	**370,000**	**635,000**	**635,000**	**635,000**	**635,000**	
Active Transportation Program		6,141,843	(130,000)	135,000	135,000	135,000	135,000	**Bonds, Grants, Taxes**
Active Transportation Projects	Public Works	2,321,304						**Bonds, Grants**
Pending Design Approval			*(265,000)*					
Madrid Ave Extension	Public Works	2,083,802						**Bonds**
Pedestrian Safety Improvements	Public Works	736,737	135,000	135,000	135,000	135,000	135,000	**Taxes**
South Main St	Public Works	1,000,000						**Bonds**
Dona Ana Move Trail	Parks and Recreation	631,446						**Grants,** Taxes
Trail Renovations	Parks and Recreation	100,000	500,000	500,000	500,000	500,000	500,000	**Grants**, Taxes
Tortugas Trail	Parks and Recreation	65,604						**Grants**
Active Transportation - Future Projects		**-**	**-**	**174,000**	**-**	**-**	**-**	
Green Cool Corridors for Bicycles	Sustainability		-	174,000				Grants, Taxes
Las Cruces Lateral RTP Trail	Parks and Recreation	-						**Grants**
Pending New Agreement			*467,422*					
AIRPORT		**4,588,754**	**20,697,903**	**15,020,000**	**3,600,000**	**2,700,000**	**24,320,000**	
Airport - Carryover Projects		**4,311,254**	**2,000,000**	**-**	**-**	**-**	**-**	
LRU Airport Infrastructure Improvements	Las Cruces Airport	859,459						**Grants**
LRU Runway Improvements	Las Cruces Airport	3,344,491						**Grants,** Taxes
LRU Runway 4/22 Rehabilitation	Las Cruces Airport	2,699,500	2,000,000					**Grants,** Taxes
LRU Runway Blast Pads	Las Cruces Airport	644,991						**Grants, Taxes**
LRU Taxilane Improvements	Las Cruces Airport	107,305						**Grants**
Airport - Annual Projects		**277,500**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	
LRU Pavement Maintenance Program	Las Cruces Airport	64,800	125,000	125,000	125,000	125,000	125,000	**Taxes**
LRU Pavement Striping/Marking Maintenance Program	Las Cruces Airport	212,700	75,000	75,000	75,000	75,000	75,000	**Taxes**
Airport - Future Projects		**-**	**18,497,903**	**14,820,000**	**3,400,000**	**2,500,000**	**24,120,000**	
LRU Airport Rotating Beacon	Las Cruces Airport		170,000					Grants, Taxes
LRU Airport Automated Weather Observation System (AWOS)	Las Cruces Airport		415,000					Grants
LRU Maintenance Facility Design and Construction	Las Cruces Airport		500,000					Grants
LRU Airline Ground Support Equipment Facility Design & Construction	Las Cruces Airport							Grants
LRU Airport Maintenance Equipment	Las Cruces Airport		850,000					Grants, Taxes
LRU Commercial Hangar Design and Construction	Las Cruces Airport		2,800,000					Grants, Taxes
LRU Runway Improvements	Las Cruces Airport	-	13,762,903	-	-	-	12,850,000	Grants
LRU Runway 12/30 Extension	Las Cruces Airport		13,500,000					Grants
2024 Legislative Appropriations (R)			*262,903*					
Runway 8/26 Extension	Las Cruces Airport						12,850,000	Grants, Taxes
LRU ARFF (Airport Rescue & Fire Fighting) Index B Equip Upgrades	Las Cruces Airport			1,600,000				Grants, Taxes
LRU Passenger Terminal Parking Design and Construction	Las Cruces Airport			1,600,000				Grants, Taxes
LRU Fuel Farm Relocation and Expansion	Las Cruces Airport			1,900,000				Grants
LRU Infrastructure Extensions/Improvements	Las Cruces Airport			4,500,000				Grants
LRU Passenger Terminal Design and Construction	Las Cruces Airport	-		5,220,000				Grants, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
LRU Taxi Lane Extensions/Improvements	Las Cruces Airport				3,400,000			Grants
LRU Multi-Modal Public Passenger Transit Facility	Las Cruces Airport					2,500,000		Grants
LRU Apron West Rehabilitation	Las Cruces Airport						70,000	Grants, Taxes
LRU East Road Extensions/Improvements	Las Cruces Airport						11,200,000	Grants
ATTAINABLE/AFFORDABLE HOUSING		**18,052,584**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	
Attainable/Affordable Housing - Newly Funded Projects		**5,872,334**	**-**	**-**	**-**	**-**	**-**	
GO Bond 2024 - Affordable Housing Development	Neighborhood Housing	5,872,334						**Bonds**
Attainable/Affordable Housing - Carryover Projects		**12,180,250**	**-**	**-**	**-**	**-**	**-**	
MV Community of Hope - Campus Extension (Amador Crossing)	Neighborhood Housing	12,180,250						**Grants, Taxes, Telshor**
Attainable/Affordable Housing - Future Projects		**-**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	
MV Community of Hope - Master Plan Implementation	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Taxes
Paseos Verdes	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Bonds, Taxes
CITY OPERATIONAL FACILITIES		**346,000**	**8,039,500**	**505,500**	**505,500**	**505,500**	**505,500**	
City Operational Facilities - Newly Funded		**346,000**	**-**	**-**	**-**	**-**	**-**	
Well Monitoring	Public Works	346,000						**Telshor**
City Operational Facilities - Annual Projects		**-**	**255,500**	**255,500**	**255,500**	**255,500**	**255,500**	
Safety, Health, Environmental & Emergency	Facilities Management	-	255,500	255,500	255,500	255,500	255,500	Taxes
Safety, Health, Environmental, & Emergency	Facilities Management		255,500	255,500	255,500	255,500	255,500	Taxes
City Operational Facilities - Future Projects		**-**	**7,784,000**	**250,000**	**250,000**	**250,000**	**250,000**	
General Facilities Improvements		-	7,500,000	-	-	-	-	Bonds, Taxes
City Hall Expansion	Facilities Management		7,500,000					Bonds, Taxes
HVAC Upgrade Program		-	200,000	200,000	200,000	200,000	200,000	Taxes
HVAC Upgrade Program	Facilities Management		200,000	200,000	200,000	200,000	200,000	Taxes
Refuse & Recycling Buffer Program		-	84,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program	Facilities Management		84,000	50,000	50,000	50,000	50,000	Taxes
EQUIPMENT & IT		**32,163**	**104,837**	**92,000**	**92,000**	**-**	**-**	
Equipment & IT - Newly Funded Projects		**32,163**	**104,837**	**92,000**	**92,000**	**-**	**-**	
Audio and Visual Equipment Upgrades for City Hall	Facilities Management	32,163	104,837	92,000	92,000			**Taxes**
NON-PROFIT		**10,491,338**	**13,330,000**	**800,000**	**-**	**-**	**-**	
Non-Profit - Carryover Projects		**10,491,338**	**12,330,000**	**-**	**-**	**-**	**-**	
Arts and Cultural District Improvements	Non-Profit	2,502,034						**Grants**
Children's Museum Facility	Quality of Life	690,746						**Grants**
La Casa, Inc. Safety and Security Improvements	Non-Profit	574,200	-					**Grants**
La Casa, Inc. Improvements (Flooring, Painting, Shade Structure)	Non-Profit	301,000						**Grants**
MV Community of Hope - Building 1, Solar Project	Non-Profit	400,000	600,000					**Grants**
MV Community of Hope - Expansion Remodel	Non-Profit	1,724,729	400,000					**Grants**
MV Community of Hope Flooring	Non-Profit	9,797						**Grants**
MV Community of HopeHealth Facility	Non-Profit	164,832	330,000	-	-	-	-	**Grants**
MVCoH Health Facility Improvements	Non-Profit	164,832	330,000					**Grants**
MV Community of Hope - Jardin de los Niños Re-Roof	Non-Profit	850,000	150,000					**Grants, Taxes**
MVCoH Restroom Showers & Mechanical Room Rehabilitation	Non-Profit	269,000						**Telshor**
MV Community of Hope - The Kitchens	Non-Profit	3,005,000	10,850,000					**Grants**
Non-Profit - Future Projects		**-**	**1,000,000**	**800,000**	**-**	**-**	**-**	
MVCoH Patio to Office Remodel	Non-Profit		1,000,000					Grants
MV Community of Hope - Jardin de los Niños Security Improvements	Non-Profit			200,000				Grants
MVCoH Solar Parking Structure	Non-Profit			600,000				Grants

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
OTHER		**5,132,566**	**8,455,000**	**1,755,000**	**1,755,000**	**1,755,000**	**1,755,000**	
Other - Newly Funded Projects		**250,000**	**-**	**-**	**-**	**-**	**-**	
Gateway Entry Signs	Economic Development	250,000						**Taxes**
Other - Carryover Projects		**4,882,566**	**1,280,000**	**280,000**	**280,000**	**280,000**	**280,000**	
Downtown Shade Structures	Economic Development	2,700,000						**TIDD**
Callecitas Shade	Economic Development	2,700,000						**TIDD**
Plaza Shade	Economic Development	-	1,000,000					Bonds, TIDD
Mesquite Historical District Renovations	Public Works	1,025,000						**Grants**
Senior Program Equipment and Rolling Stock	Quality of Life	362,409	280,000	280,000	280,000	280,000	280,000	**Grants, Taxes**
Other - Future Projects		**-**	**7,175,000**	**1,475,000**	**1,475,000**	**1,475,000**	**1,475,000**	
Quality of Life Bookmobile	Quality of Life		220,000					Grants
General Facilities Improvements		-	145,000	-	-	-	-	Grants, Taxes
Senior Programs Master Plan	Quality of Life		145,000					Grants, Taxes
LCIIP Gateway Signage & Pocket Park	Economic Development	-	335,000					Bonds, Grants, Taxes
LCIIP Infrastructure Improvements	Economic Development		5,000,000					Other
Safety, Health, Environmental & Emergency		-	1,475,000	1,475,000	1,475,000	1,475,000	1,475,000	Taxes
City Vacant /Abandoned Lots	Facilities Management		825,000	825,000	825,000	825,000	825,000	Taxes
Rehabilitation and Demolition of Vacant/Condemned Buildings	Facilities Management		650,000	650,000	650,000	650,000	650,000	Taxes
PARK IMPROVEMENTS		**17,363,397**	**10,128,401**	**67,575,000**	**4,100,000**	**4,101,000**	**4,101,000**	
Park Improvements - Newly Funded		**5,184,599**	**5,490,401**	**4,225,000**	**4,075,000**	**4,075,000**	**4,075,000**	
Benavidez Community Center Park Improvements	Parks and Recreation	734,599	1,265,401					Bonds, **Grants**, **PIF,** Taxes
Park Construction/Enhancements	Parks and Recreation	400,000						**Telshor**
Playground Renovations	Parks and Recreation	1,500,000	1,825,000	1,825,000	1,825,000	1,825,000	1,825,000	Grants, **Telshor**
Legacy Park Renovations	Parks and Recreation	2,550,000	2,400,000	2,400,000	2,250,000	2,250,000	2,250,000	ARPA, Bonds, Grants, PIF, Taxes,**Telshor**
Park Improvements - Carryover Projects		**12,155,548**	**1,784,000**	**3,325,000**	**-**	**-**	**-**	
A. Fielder Memorial Safe Haven Renovations	Parks and Recreation	51,298						**Taxes**
Apodaca Park Aquatic Playground and Multi-Use Path	Parks and Recreation	2,045,990						**Grants,Taxes, PIF**
Ballfield/Multi-Use Field Renovations & Upgrades	Parks and Recreation	623,818	144,000	3,200,000				ARPA, Bonds, **Grants,** Taxes
Chandler Tank Park	Parks and Recreation	1,579,203						**Bonds, Taxes, PIF**
Gallagher Park Improvements	Parks and Recreation	26,377						Other, **Taxes**
Park & Sport Field Improvements & Additions	Public Works	30,874						Bonds**, Taxes**
GO Bond 2022- Parks Improvements	Public Works	2,044,620						**Bonds**
Walking, Jogging, Biking Trails Improvements & Additions	Public Works	4,413						Bonds, **Taxes**
Highland Park	Parks and Recreation	2,025,467						Bonds, **Taxes,** Other**, PIF**
Klein Park Improvements	Parks and Recreation	208,098						**Grants,** PIF
Parks and Recreational Facilities Structural Renovations (+Lift Up Leg. App)	Parks and Recreation	397,000	585,000	125,000				**Grants,** Taxes
Park Drinking Fountains	Parks and Recreation	635,699	55,000					**Telshor**
Pioneer Women's Park Improvements	Parks and Recreation	768,220						**Grants**
Skate Park Renovation & Improvements	Parks and Recreation	671,813						**Grants, PIF**
Veteran's Memorial Park Enhancements	Parks and Recreation	247,500	1,000,000					ARPA, Bonds, **Grants,** Taxes
Villa Mora Dam Park	Parks and Recreation	795,157						Bonds, **Taxes, Grants, PIF**

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Park Improvements - Annual Projects		**23,250**	**24,000**	**25,000**	**25,000**	**26,000**	**26,000**	
Parks Shade Structures		23,250	24,000	25,000	25,000	26,000	26,000	**Taxes**
Park Structure Replacement	Parks and Recreation	23,250	24,000	25,000	25,000	26,000	26,000	**Taxes**
Park Improvements - Future Projects		**-**	**2,830,000**	**60,000,000**	**-**	**-**	**-**	
Albert Johnson Park Electrical Improvements	Parks and Recreation		70,000					Taxes, Grants
Light Poles at Hadley	Facilities Management		1,010,000					Bonds, Grants, Taxes
Soldados Field Lighting	Parks and Recreation		1,200,000					Grants, Bonds, PIF, Taxes
Soldados Field Restroom	Parks and Recreation		550,000					Grants, Bonds, PIF, Taxes
Multi-Use Recreation Center	Parks and Recreation			60,000,000				Bonds, Grants, Taxes
PARKS - NEW		**7,547,981**	**16,900,000**	**8,355,000**	**1,000,000**	**2,200,000**	**1,000,000**	
Parks - New - Carryover Projects		**6,405,867**	**14,700,000**	**500,000**	**500,000**	**500,000**	**500,000**	
GO Bond 2022- East Mesa Public Recreational Complex	Public Works	1,356,492						**Bonds**
East Mesa Public Recreational Complex	Public Works	4,676,540	14,200,000.00					**Bonds, Grants, PIF**
East Mesa Public Safety Area Park	Parks and Recreation	96,221						**PIF**
Metro Verde Neighborhood Parks	Parks and Recreation	276,614	500,000	500,000	500,000	500,000	500,000	**PIF**
Parks - New - Annual Projects		**1,142,114**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	
Land Acquisition, Planning, and Design for Parks	Parks and Recreation	1,300,000	500,000	500,000	500,000	500,000	500,000	Taxes, **PIF**
Neighborhood Parks		611,273	500,000	500,000	500,000	500,000	500,000	
Neighborhood Parks	Parks and Recreation	611,273	500,000	500,000	500,000	500,000	500,000	**Taxes, PIF**
New Skate Park- Plan and Design	Parks and Recreation	530,841						**Grants**
Parks - New - Future Projects		**-**	**1,700,000**	**7,355,000**	**-**	**1,200,000**	**-**	
Bike Park/Trail	Parks and Recreation		1,700,000	1,400,000				ARPA, Bonds, Grants, PIF
Four Field Baseball/Softball Complex	Parks and Recreation			5,955,000				Grants, Taxes
Waterfalls Park	Parks and Recreation					1,200,000		Grants, Bonds, PIF, Taxes
PUBLIC FACILITIES		**17,711,722**	**29,696,760**	**32,287,326**	**12,230,926**	**38,836,926**	**13,225,926**	
Public Facilities - Carryover Projects		**2,453,779**	**3,000,000**	**-**	**-**	**-**	**-**	
Branigan Cultural Center Improvements	Quality of Life	1,275,233						**Grants, Taxes, TIDD**
New Animal Shelter Facility	Public Works	54,143						**Bonds, Taxes,** Grants
Public Art Program	Quality of Life	88,837						Grants, **Taxes**
Go Bond 2022 - Public Art	Quality of Life	340,000						**Bonds**
Regional Rec & Aquatic Cntr - Ph II - Community Pool Construction	Parks and Recreation	86,440						**Bonds**
Various Park Restroom Replacement/Repairs & Upgrades	Parks and Recreation	609,127	3,000,000					Grants**, PIF**
Public Facilities - Annual Projects		**15,257,943**	**7,922,234**	**18,639,700**	**2,054,700**	**6,039,700**	**6,039,700**	
ADA Compliance	Facilities Management	-	101,200	101,200	101,200	101,200	101,200	**Taxes**
Convention Center FF&E	Facilities Management	75,000	75,000	75,000	75,000	75,000	75,000	**Taxes**
Downtown Parking Lots Renovation	Facilities Management	99,404	280,500	280,500	280,500	280,500	280,500	**TIDD**
Downtown Parking Lot Program	Facilities Management	99,404	280,500	280,500	280,500	280,500	280,500	**TIDD**

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Roof Replacement Program	Facilities Management	2,255,000	438,000	-	-	-	-	**Other**
Meerscheidt Center Re-roof	Facilities Management	540,000						**Bonds**
Municipal Court Re-roof	Facilities Management	350,000						**Bonds**
Railroad Museum Re-roof	Facilities Management	150,000						**Bonds,** Grants, Taxes
Rio Grande Theater Re-roof	Facilities Management	400,000	118,000					**TIDD**
Museum of Art and Museum of Nature and Science Re-roof	Facilities Management	815,000						**TIDD**
Roof Inspections	Facilities Management	-	100,000					Taxes
Police Department Main Building - Re-roof	Facilities Management		110,000					Taxes
Police Department Academy - Re-roof	Facilities Management		110,000					Taxes
Parks Parking Lots		1,651,265	-	-	-	-	-	**Grants, Taxes**
BMX Track Parking Lot & ADA Improvements	Parks and Recreation	-	-	-	-	-	-	Grants, Taxes
Paz Ball Field Parking Lot Improvements	Parks and Recreation	-						Taxes
Tony Gomez Park Parking Lot Improvements	Parks and Recreation	-						Grants
Veterans' Park Parking Lot	Parks and Recreation	1,651,265						**Bonds, Grants, Taxes**
Safety, Health, Environmental & Emergency		387,773	1,015,500	330,500	345,500	330,500	330,500	**Grants, Taxes**
City Hall Security Upgrades	Facilities Management	24,559	270,500	255,500	270,500	255,500	255,500	**Taxes**
HR Remodel	Facilities Management	110,000						**Taxes**
Surveillance and Access Controls (Key Cards)	Facilities Management	153,214						**Taxes**
Downtown Security Cameras	Economic Development	100,000						**TIDD**
Parks Sidewalk Replacement	Facilities Management	-	75,000	75,000	75,000	75,000	75,000	Grants, Taxes
Fire Alarm & Security Upgrades	Facilities Management		670,000					Taxes
General Facilities Improvements Program		10,789,501	5,104,534	17,100,000	1,000,000	5,000,000	5,000,000	**Bonds, Grants, Taxes, Telshor**
General Facilities Improvements	Facilities Management	102,301						**Telshor, Taxes**
Amador Hotel Renovation	Quality of Life	4,063,187	1,000,000	1,000,000	1,000,000	5,000,000	5,000,000	**Taxes, TIDD, Grants**
Benavidez Center Renovations	Quality of Life	126,225	-					**Grants,** Taxes
Branigan Library - Expansion Phase II	Quality of Life	1,125,333	1,750,000	15,750,000				Grants, Taxes, **TIDD, Other**
Communication and Cashier Offices Construction	Facilities Management	466,353						**Taxes**
Frank O'Brien Papen Center Dining Room Floor	Quality of Life	35,000						**Grants**
Meerscheidt Center	Facilities Management	2,215,000						**Bonds**
Meerscheidt Recreation Center Improvements	Parks and Recreation	157,678						**Taxes**
Munson Senior Center Renovations	Quality of Life	2,243,611						**Grants**, Taxes
Museum of Nature and Science - Improvements	Quality of Life	254,813	75,000	175,000	-	-	-	**Grants, TIDD**
Atrium Redesign	Quality of Life	44,813						**Grants**
Technology Improvements	Quality of Life	210,000						**TIDD**
Nature Center Redesign	Quality of Life		75,000	175,000				Grants, Taxes
Sage Café Expansion	Quality of Life	-	2,204,534					Taxes
2024 Legislative Appropriations (R)			*840,119*					
Public Facilities - Future Projects		**-**	**18,774,526**	**13,647,626**	**10,176,226**	**32,797,226**	**7,186,226**	
Generator Buffer Program	Facilities Management	-	50,000	15,000	15,000	15,000	15,000	Taxes
Generator Buffer Program	Facilities Management		50,000	15,000	15,000	15,000	15,000	Taxes
Veterans Memorial Park Restroom Plumbing Repairs and Upgrades	Parks and Recreation		134,000					Grants, Taxes
HVAC Upgrade Program	Facilities Management		200,000	200,000	200,000	200,000	200,000	Taxes
Generator Replacement Program	Facilities Management	-	40,500	463,000	40,500	40,500	40,500	Taxes
Generator Replacement Program	Facilities Management		40,500	40,500	40,500	40,500	40,500	Taxes
Sage Café Backup Generator	Quality of Life			422,500				Grants, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Parks and Recreational Facilities Structural Renovations	Parks and Recreation		685,000	125,000				Other
Eastside Senior Center Purchase and Renovation	Quality of Life		775,000	1,000,000				Grants
General Facilities Improvements		-	13,282,526	11,092,126	9,628,226	32,289,226	6,678,226	Grants, Bonds, Taxes
City Hall Furnishings	Facilities Management	-	80,000	80,000	80,000	80,000	80,000	Taxes
Museum of Art Improvements	Quality of Life		130,000	485,000	200,000			Grants, Taxes
Frank O'Brien Papen Community Center	Facilities Management		224,400	224,400				Taxes
WIA Rehabilitation	Facilities Management		700,000					Taxes
Railroad Museum Exterior Improvements	Quality of Life		249,900					Grants, Taxes
Hadley Ave Complex Recreation Rehabilitation	Parks and Recreation		315,000	3,185,000				Grants, Other
Munson Center Floor	Quality of Life		750,000					Grants, Taxes
Plugged in for Good Community Energy Center	Sustainability		1,215,000					Grants
Municipal Court Rehabilitiation	Facilities Management		6,618,226	6,618,226	6,598,226	6,598,226	6,598,226	Bonds, Grants, Taxes
Museum of Art/MoNaS Remodel	Quality of Life		3,000,000			15,000,000		Grants, Bonds, Taxes
Branigan Library Renovation	Facilities Management			249,500	2,750,000	1,111,000		Grants, Bonds, Taxes
Munson Center Bathrooms	Quality of Life			250,000				Grants, Taxes
Museum Collections Storage Facility	Quality of Life					9,500,000		Bonds, Grants, Taxes
Facility Parking Lot Program	Facilities Management		907,500	752,500	252,500	252,500	252,500	Taxes
Facility Parking Lot Program	Facilities Management		907,500	752,500	252,500	252,500	252,500	Taxes
Solar Array	RoadRunner Transit		2,700,000					Grants
New Sand Volleyball Courts	Parks and Recreation				40,000			Grants, Taxes
PUBLIC SAFETY		**18,149,715**	**14,086,000**	**1,340,000**	**14,925,000**	**57,000,000**	**-**	
Public Safety - Newly Funded Projects		**509,500**	**-**	**-**	**-**	**-**	**-**	
Police Shooting Range		509,500	-					**Taxes**
Public Safety - Carryover Projects		**17,640,215**	**9,000,500**	**-**	**-**	**-**	**-**	
Fire Station Maintance and Improvements	Fire Department	470,324	950,000	-	-	-	-	**Grants**
Fire Dept. Administration Building Improvements	Fire Department	82,689						**Grants**
Fire Station 2 Bay Remodel	Fire Department	120,000						**Grants**
Fire Station 6 Repairs	Fire Department	145,000						**Grants**
Fire Station 5	Fire Department	122,635						**Grants**
Fire Department CIT and MIH Building	Fire Department	2,576,138	800,000					**ARPA**, **Grants**
2024 Federal Legislative Appropriations			*3,000,000*					
Fire Station 9	Fire Department	12,735,114	1,100,000					**Bonds, Grants, Telshor**
GO Bond 2022 - New Fire Station	Fire Department	10,413,872						**Bonds**
Fire Station No. 3 Building	Fire Department	19,407						Bonds, **Taxes**
Police Department Building Renovation	Police Department	4,298	400,000					**Grants,** Taxes
Police Department Equipment	Police Department	84,934	500,500	-	-	-	-	**Grants**
Public Safety Regional Radio Communication System	Police Department	84,934	500,500					**Grants, Taxes**
Safety, Health, Environmental & Emergency		1,750,000	2,250,000	-	-	-	-	**Grants, Telshor**
Real Time Crime Center (RTCC)	Police Department	1,750,000	2,250,000					**Grants, Telshor**
Public Safety - Annual Projects		**-**	**1,340,000**	**1,340,000**	**240,000**	**-**	**-**	
Fire Department Vehicles and Equipment	Fire Department		1,100,000	1,100,000				Bonds
Fire Station equipment	Fire Department		240,000	240,000	240,000			Grants
Public Safety - Future Projects		**-**	**3,745,500**	**-**	**14,685,000**	**57,000,000**	**-**	
Police North Parking Lot Fencing	Police Department		20,000					Taxes
Solar Canopy protective screen	Police Department		20,000					Taxes
Police Parking Lot Resurfacing	Police Department		25,000					Taxes
Public Safety Vehicle SWAT Command Vehicle	Police Department		100,000					Grants
Public Safety Vehicles - Bearcat	Police Department		350,000					Grants
Public Safety Vehicle - Rook	Police Department		450,000					Grants

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Police Department Mobile Operation Command Vehicle	Police Department		750,000					Grants
Police Department Equipment	Police Department	-	800,500	-	2,100,000	-	-	Grants, PSIF, Taxes
Technology Equipment	Police Department		100,000					Grants, Taxes
Police Department Equipment - Mobile Data Terminals	Police Department		500,500					Grants
Police/Fire Training Facility - Furniture, Fixtures, and Equipment	Police Department				2,100,000			Grants, PSIF, Taxes
Public Safety Smart Technology	Police Department		200,000					Grants
Police Emergency Vehicles	Police Department		1,230,000					Grants, PSIF, Taxes
Police/Fire Training Facility - Design/Construct	Police Department				6,900,000			Bonds, Grants, PSIF, Taxes
Southwest Station Build	Fire Department				5,685,000			Other
Downtown Public Safety Complex	Police Department					57,000,000		Bonds, Taxes
PUBLIC TRANSIT		**7,745,642**	**5,421,800**	**3,340,000**	**70,000**	**70,000**	**70,000**	
Public Transit - Newly Funded		**333,192**	**-**	**-**	**-**	**-**	**-**	**Grants**
Transit Facilities FF&E	RoadRunner Transit	333,192						**Grants**
Public Transit - Carryover Projects		**7,372,450**	**-**	**-**	**-**	**-**	**-**	
Active Transportation		7,372,450	-	-	-	-	-	**Grants,** Taxes, **Bonds**
Municipal Service Center - Transit	RoadRunner Transit	7,372,450						**Grants,** Taxes, **Bonds**
Public Transit - Annual Projects		**40,000**	**75,000**	**190,000**	**70,000**	**70,000**	**70,000**	
Active Transportation		40,000	75,000	190,000	70,000	70,000	70,000	**Grants**
Transit Facilities Improvement Program	RoadRunner Transit	40,000	75,000	190,000	70,000	70,000	70,000	Grants, **Taxes**
Public Transit - Future Projects		**-**	**5,346,800**	**3,150,000**	**-**	**-**	**-**	
Resiliency		-	5,346,800	3,150,000	-	-	-	Grants
Battery Storage	RoadRunner Transit			3,150,000				Grants
MVITT Inductive Charging	RoadRunner Transit		5,346,800					Grants
RESILIENCY		**6,648,337**	**1,000,000**	**500,000**	**500,000**	**500,000**	**500,000**	
Resiliency - Carryover Projects		**324,962**	**-**	**-**	**-**	**-**	**-**	
Fleet Electric Vehicle Chargers	Facilities Management	110,809	-	-	-	-	-	**Taxes**
Resiliency		214,153	-	-	-	-	-	Bonds, **Taxes**
Solar Energy Photo Voltaic Projects	Sustainability	214,153						Bonds, **Taxes**
Resiliency - Annual Projects		**6,323,375**	**600,000**	**500,000**	**500,000**	**500,000**	**500,000**	
Resiliency Program		6,323,375	600,000	500,000	500,000	500,000	500,000	**Other, Taxes, Bonds**
Resiliency Projects	P&I	1,570,000						**Bonds**
Drainage Infrastructure Improvements	Public Works	3,143,375	500,000	500,000	500,000	500,000	500,000	Other, **Taxes**
Storm Water System Mapping	Public Works	-	100,000					Other, Taxes
Casa Linda Acres Reconstruction	Public Works	650,000						**Bonds**
East Mesa Roads and Drainage (Cortez Rd)	Public Works	960,000						**Bonds**
Resiliency - Future Projects		**-**	**400,000**	**-**	**-**	**-**	**-**	
DC Fast Chargers for Electric Vehicles	Sustainability		200,000					Grants, Taxes
Public Electric Vehicle Chargers	Sustainability		200,000					Grants, Taxes
STREETS - NEW		**-**	**40,424,000**	**8,424,000**	**-**	**-**	**-**	
Streets - New - Future Projects		**-**	**40,424,000**	**8,424,000**	**-**	**-**	**-**	
High Mesa Road	Economic Development		32,000,000					Grants, Bonds, Taxes
Transit Loop Road	Economic Development		8,424,000	8,424,000				Grants, Bonds, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
STREETS IMPROVEMENTS		**44,941,214**	**34,643,591**	**29,318,200**	**28,019,000**	**27,825,000**	**36,115,000**	
Streets Improvements - Newly Funded		**4,960,111**	**-**	**-**	**-**	**-**	**-**	
Johnson St - Rouault Ave to Topley Dr	Public Works	810,111	901,889					Bonds, **Taxes**
S Alameda Blvd-W Amador Ave to W Las Cruces Ave	Public Works	750,000						**TIDD**
Sports Field Lighting	Public Works	3,400,000						**Bonds**
Streets Improvements - Carryover Projects		**18,500,436**	**480,000**	**-**	**-**	**2,200,000**	**-**	
Casa Linda Acres Reconstruction	Public Works	4,248,562						**ARPA, Taxes, Grants**
Downtown Street Improvements		6,842,370	-	-	-	-	-	**TIDD**
Campo Street Design and Reconstruct	Public Works	6,842,370	-					**TIDD**
Madrid Ave Extension - Evelyn St to N Triviz Dr (+AT Funds)	Public Works	2,832,250						Bonds, **Grants, Taxes**
South Main St - Avenida de Mesilla to Boutz (+AT & CS Funds)	Public Works	2,455,220				2,200,000		**Bonds, Grants, Taxes**
Telshor Spruce Intersection Improvements	Public Works	1,041,159						**Grants,** Bonds, **Taxes**
University Ave. Complete Street Improvements-Design	Public Works	385,770	480,000					**Grants**
Unpaved Roads	Public Works	-						**Taxes**
Voluntary Assessment District Phase II	Public Works	629,381						**Bonds**
Streets Improvements - Annual Projects		**21,480,666**	**16,661,167**	**17,715,000**	**17,715,000**	**13,215,000**	**13,215,000**	
Complete Streets Program		4,770,992	2,479,500	4,500,000	4,500,000	-	-	**Bonds**
Complete Streets Projects	CMO	1,735,149						**Bonds**
East Mesa Roads and Drainage (Cortez Dr)	Public Works	1,699,406						**Bonds**
South Main St - Avenida de Mesilla to Boutz	Public Works	1,100,000						**Bonds,** Taxes
University Area Complete Streets- Design Study	Public Works	236,437	500,000	4,500,000	4,500,000			Grants, **Bonds,** Taxes
Idaho Ave.	Public Works							Grants, Bonds, Taxes
El Paseo Rd.	Public Works							Grants, Bonds, Taxes
Melendres Ave - Hadley to Picacho	Public Works							Bonds, Taxes
Pending Design Approval			*1,979,500*					
East Mesa Roads and Drainage (Cortez Dr)	Public Works	1,393,327	500,000	500,000	500,000	500,000	500,000	**Grants,** Bonds, **Taxes**
2024 Legislative Appropriations (R)			*292,052*					
Lift Up Las Cruces - Streets Improvements	Public Works	567,774	600,000	600,000	600,000	600,000	600,000	**Bonds, Taxes, Grants**
M.A.P. Match	Public Works	31,667	150,000	150,000	150,000	150,000	150,000	**Taxes**
Materials Testing	Public Works	240,000	240,000	240,000	240,000	240,000	240,000	**Taxes**
CO-OP Match	Public Works	15,450	80,000	80,000	80,000	80,000	80,000	**Taxes**
Land Acquisition - Public Works	Public Works	250,000	200,000	200,000	200,000	200,000	200,000	**Taxes**
Flood Control	Public Works	100,000	100,000	100,000	100,000	100,000	100,000	**Taxes**
Rights of Way	Public Works	150,000	100,000	100,000	100,000	100,000	100,000	**Taxes**
Median Landscaping	Parks and Recreation	1,127,844	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	**Grants, Taxes**
Median Improvements	Parks and Recreation	802,956						**Taxes**
Lohman Ave & Roadrunner Parkway Medians	Parks and Recreation	324,888	-	-	-	-	-	**Grants**

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Neighborhood Traffic Calming Program	Public Works	60,000	60,000	60,000	60,000	60,000	60,000	**Taxes**
Neighborhood Traffic Calming Program	Public Works	60,000	60,000	60,000	60,000	60,000	60,000	**Taxes**
Pavement Condition Index Improvements	Public Works	7,374,144	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	**Taxes**
Pavement Condition Index Improvements	Public Works	7,374,144	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	**Grants, Taxes**
Pavement Marking Program	Public Works	169,000	169,000	169,000	169,000	169,000	169,000	**Taxes**
Pavement Marking Program	Public Works	169,000	169,000	169,000	169,000	169,000	169,000	**Taxes**
Roadway Maintenance Program	Public Works	1,705,119	1,846,000	1,846,000	1,846,000	1,846,000	1,846,000	**Taxes**
Chip Seal Program	Public Works	220,000	220,000	220,000	220,000	220,000	220,000	**Taxes**
Roadway Maintenance Program	Public Works	1,267,569	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	**Taxes**
Weed Control & Maintenance Program	Public Works	217,550	126,000	126,000	126,000	126,000	126,000	**Taxes**
Street Lighting & Traffic Signal Maintenance Program	Public Works	1,096,291	500,000	500,000	500,000	500,000	500,000	Grants, **Taxes**
Street Lighting and Traffic Signal Maintenance	Public Works	1,096,291	500,000	500,000	500,000	500,000	500,000	**Taxes**
Traffic Signal Program		1,049,058	1,416,667	450,000	450,000	450,000	450,000	**Grants, Taxes**
Lohman at Walnut and Walton Signal Improvement	Public Works	533,333	966,667					**Grants, Taxes**
Traffic Signal	Public Works	450,000	450,000	450,000	450,000	450,000	450,000	**Taxes**
Bataan Memorial at Rinconada	Public Works	65,725						**Bonds, Taxes**
Transportation System Modernization ITS	Public Works	1,630,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**Taxes**
Streets Improvements - Future Projects		**-**	**17,502,424**	**11,603,200**	**10,304,000**	**12,410,000**	**22,900,000**	
McClure Rd & Carlyle Dr	Public Works		300,000	1,800,000	2,700,000	1,500,000		Taxes
Advancement Ave Expansion	Economic Development		516,384					Taxes
Armijo St - W Picacho Ave to Parker Rd	Public Works		684,000					Bonds, Taxes
Venture Blvd Expansion	Economic Development		900,000					Grants, Taxes
Ethel Ave/Houma St- N Miranda St to N Alameda Blvd	Public Works		718,250					Bonds, Taxes
Active Transportation			*325,000*					
Mountain Vista Parkway Expansion	Public Works		1,200,474					Grants, Taxes
Mountain Ave - Melendres St to Armijo St	Public Works		1,368,000					Bonds, Taxes
Evelyn St - Madrid Ave to Ash Ave	Public Works		1,710,000					Bonds, Grants, Taxes
Sacramento St - Poplar Ave to Oasis Ave	Public Works		1,500,000					Grants, Bonds, Taxes
Med Park Ave - Idaho to Perkins Ave	Public Works		1,824,000					Bonds, Taxes
Rocket Drive Expansion	Economic Development		5,956,316					Bonds, Grants, Taxes
Sixth St- Hayner Ave to W. Hadley Ave	Public Works			484,000				Bonds, Taxes
La Fonda Dr - Idaho Ave to E.O.P.	Public Works			726,000				Bonds, Taxes
Poplar Ave - Mesquite St to Santa Fe St	Public Works			871,200				Bonds, Taxes
Armijo St - W Organ Ave to W Mountain Ave	Public Works			1,331,000				Bonds, Taxes
Kilmer St - Spruce Ave to Ash Ave	Public Works			1,391,000				Bonds, Taxes
Scoggins Ave-Sixth St to Sweet St	Public Works				652,800			Bonds, Taxes
Mountain Ave - Water St to Alameda Blvd	Public Works				640,000			Bonds, Taxes
Rigsby Rd - Barker to Valley Dr	Public Works				768,000			Bonds, Taxes
Miranda Ave - Picacho Ave to Court Ave	Public Works				1,664,000			Bonds, Taxes
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz	Public Works				3,379,200			Bonds, Taxes
Street Lighting & Traffic Signal Maintenance Program	Public Works	-	500,000	5,000,000	500,000	5,050,000	5,000,000	Bonds, Taxes
Street Lighting Management System	Public Works		500,000	5,000,000	500,000	5,000,000	5,000,000	Taxes
Targeted Road and Lighting Improvements - Design	Public Works					50,000		Bonds, Taxes
Sweet St- Hayner Ave to W. Hadley Ave	Public Works					568,000		Bonds, Taxes
Parkview Dr - Espina St to E.O.P	Public Works					972,000		Bonds, Taxes
Westgate St - Amador Ave to Cul de Sac	Public Works					1,350,000		Bonds, Taxes
Aspen Ave-Sequioa Ave to S Valley Dr	Public Works					2,970,000		Bonds, Taxes
Elm St from Aspen Ave to Sequoia Ave	Public Works						1,300,000	Bonds, Taxes
Tamarack St from Aspen Ave to Sequoia Ave	Public Works						1,600,000	Bonds, Taxes
Solano Dr- Missouri to Lohman	Public Works						15,000,000	Bonds, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
UTILITIES		**55,629,981**	**104,307,123**	**27,939,881**	**3,130,000**	**3,340,000**	**2,770,000**	
Utilities - Newly Funded Projects		**25,211,000**	**-**	**-**	**-**	**-**	**-**	
Gas PHMSA	Utilities	10,000,000						**Bonds**
Water 2025 Projects	Utilities	15,211,000						**Bonds**
Utilities - Carryover Projects		**30,418,981**	**49,961,814**	**27,939,881**	**3,130,000**	**3,340,000**	**2,770,000**	
2020A Wastewater Bond Projects	Utilities	22,221						**Bonds**
2020A Water Utilities Projects	Utilities	1,635,201						**Bonds**
2020B Wastewater Bond Projects	Utilities	449,966	5,181,394	11,232,265				**Bonds**
Gas Admin Building Improvements	Utilities	683,333	549,750	673,998	125,000	125,000	125,000	**Other, Fees**
Gas Development	Utilities	46,055	780,455	1,468,364	300,000	300,000	300,000	**Other**
Gas Miscellaneous	Utilities	274,284	361,748	175,000	175,000	175,000	175,000	**Other, Fees**
Gas Rehabilitation	Utilities	1,906,857	6,135,724	3,463,396	360,000			**Other, Fees**
Solid Waste Building Improvements	Utilities	903,333	1,990,478	2,173,998				**Other**
Wastewater Building Improvements	Utilities	121,252	424,750	548,998	50,000	50,000	50,000	**Other**
Wastewater Development	Utilities	656,000	100,000	100,000	100,000	100,000	100,000	**WWIF**
Wastewater Miscellaneous	Utilities	5,349	396,569	230,000	230,000	230,000	230,000	**Other**
Wastewater Rehab	Utilities	564,890	6,290,463	760,000	510,000	760,000	510,000	**Other**
Wastewater Septic Systems (WW Dev)	Utilities	1,670,042						**Other, Grants**
Wastewater Street Utility Rehabilitation	Utilities	1,732,898	4,017,628	400,000	200,000	400,000	200,000	**Other**
Water Building Improvements	Utilities	128,333	549,750	673,998	125,000	125,000	125,000	**Other**
Water Development	Utilities	76,724						**WIF**
Water Miscellaneous	Utilities	75,000	744,461	125,000	105,000	125,000	105,000	**Other**
Water Rehab	Utilities	2,699,309	22,438,644	5,914,864	850,000	950,000	850,000	**Other**
WW23 Projects	Utilities	16,767,934						**Bonds**
Utilities - Future Projects		**-**	**54,345,309**	**-**	**-**	**-**	**-**	
Belt Filter Press Drainage Improvement	Utilities		93,000					Grants, Other
Primary Digester Sludge Pump Upgrade	Utilities		93,000					Grants, Other
Lift Station Stationary Generator Installation	Utilities		100,000					Grants, Other
Pressure Reducing Valve Rehabilitation	Utilities		100,000					Grants, Other
Water Valve Replacements	Utilities		120,000					Grants, Other
Elevated Airport Water Storage Tank Rehab	Utilities		3,000,000					Bonds
Transite Pipe Identification & Replacement	Utilities		5,000,000					Bonds
Wastewater Treatment Plant	Economic Development		45,839,309					Bonds, Grants, Taxes
ALL DEPARTMENTS								
Total Annual Projects		**44,544,848**	**27,577,901**	**39,365,200**	**21,560,200**	**20,806,200**	**20,806,200**	
Total Carryover Projects		**134,076,540**	**94,906,314**	**32,679,881**	**4,545,000**	**6,955,000**	**4,185,000**	
Total Future Projects		**-**	**183,630,299**	**125,790,826**	**44,382,226**	**111,632,226**	**59,931,226**	
Total Newly Funded Projects		**43,198,899**						
GRAND TOTAL		**221,820,287.41**	**306,114,513**	**197,835,907**	**70,487,426**	**139,393,426**	**84,922,426**	

Abbreviations:

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

Notes

Indicates a Change

Pending funding noted in italic
(R) Leg. Appropriations Reauthorizations

Current funding sources noted in bold

ATTACHMENT "A"

BUDGET ADJUSTMENT SUMMARY

FUND NO.	4028
FUND TITLE:	2023 SSGRT
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering & Surveying
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$0
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: The existing lighting system at the sports fields has been deemed unsafe due to significant deterioration, including fallen poles, and it no longer meets the necessary safety standards. As a result, we must reallocate $3,400,000 from a no project-to-project account (from 4028-40255030-805000 to 4028-40255030-805000-25911) for the repair and replacement of the lighting system. There is no net increase to the FY25 budget, but rather a shift in the accounts needed to track the project.	

3091; Council Bill 25-020

City Council Action and Executive Summary

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

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	March 17, 2025	**Adopted:**	April 7, 2025
Drafter:	Brad Douglas	**Department:**	Legal
Program:	Office of Director	**Line of Business:**	Office of Director
Title:	**AN ORDINANCE REPEALING AND REPLACING CHAPTER 7, ANIMALS, OF THE LAS CRUCES MUNICIPAL CODE (LCMC).**		

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

PURPOSE(S) OF ACTION:
To repeal and replace Chapter 7 of the Las Cruces Municipal Code.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On November 12, 2024, proposed revisions to Chapter 7 of the Las Cruces Municipal Code (LCMC) were taken before the City Council at a work session. Key revisions include revised care and maintenance requirements, modified spay/neuter requirements, more comprehensive enforcement of the prohibition against animal fighting, and clarified reclamation requirements for the ASCMV.

SUPPORT INFORMATION:
Exhibit "A" Animal Ordinance
Attachment "A" Redline

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

Does this action align with Elevate Las Cruces?

☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve repealing of Chapter 7 and replacement.
2. Vote "No"; this will not approve replacement and the current Chapter 7 will remain in effect.
3. Vote to "Amend"; this will require direction to city staff.
4. Vote to "Table"; this will delay implementation of the new Chapter 7.

ORDINANCE 3091; COUNCIL BILL 25-020

AN ORDINANCE REPEALING AND REPLACING CHAPTER 7, ANIMALS, OF THE LAS CRUCES MUNICIPAL CODE (LCMC).

The City Council is informed that:

WHEREAS, on November 12, 2024, proposed revisions to Chapter 7, Animals, were brought before the City Council; and

WHEREAS, after Council consensus, it was decided to bring this matter forward.

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

(I)

THAT Chapter 7 of the Las Cruces Municipal Code, Animals, is hereby repealed and replaced as shown in Exhibit "A," attached hereto and made part of this ordinance.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

Chapter 7 – ANIMALS

Article I – GENERAL PROVISIONS

Sec. 7-1 – Short title and legislative intent.

(a) This chapter shall be known as and may be cited as the "Animal Control Ordinance."

(b) It is the intent of the Las Cruces City Council that enactment of this chapter will increase the protection of animals from neglect, abandonment, and abuse; encourage responsible ownership/guardianship and caretaking of animals; reduce potential nuisance issues associated with animals; reduce predation by companion animals; and minimize the number of healthy or treatable companion animals euthanized, while protecting the public from illness or injury by animals.

(c) It is the further intent of the Las Cruces City Council for this chapter to ensure that animals within the City are:
   a. Free from hunger and thirst – by ready access to fresh water and diet to maintain health and vigor;
   b. Free from discomfort – by providing an appropriate environment including shelter and a comfortable resting area;
   c. Free from pain, injury or disease – by prevention and rapid diagnosis and treatment;
   d. Free to express normal behavior – by providing sufficient space, and proper facilities; and
   e. Free from fear and distress – by ensuring conditions and treatment which avoid physical and mental suffering.

(d) It is the further intent of the Las Cruces City Council for this chapter to encourage responsible companion animal ownership/guardianship through:
   a. Owner/guardian identification through pet microchipping;
   b. Population management primarily through sterilization;
   c. Humane care and control;
   d. Vaccination against rabies; and
   e. Physical control of companion animals.

Sec 7-2. – Definitions

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Abandonment (or to abandon). A person commits the crime of animal abandonment if a person intentionally, purposely, knowingly, recklessly, or with criminal negligence, leaves a companion animal at a location permanently or temporarily without providing for the animal's proper feeding and continued care. The term "abandonment" (or "to abandon") does not apply to a person or organization operating a community cat colony or returning cats as part of a Trap-Neuter-Return Program.

Amphibian. Any organism belonging to the vertebrate class Amphibia (including but not limited to frogs, toads, salamanders, and caecilians).

Animal. Any vertebrate member of the animal kingdom excluding humans.

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Animal Control Officer. Any person authorized to enforce this Ordinance and other applicable animal control laws, orders, and regulations.

Animal Services Center of the Mesilla Valley (ASCMV). The governmentally operated animal shelter that serves as the primary impoundment facility for stray, lost, abandoned or surrendered animals in the City of Las Cruces, or its successor.

Animal Shelter. Either a governmental or private organization that provides a temporary home for stray lost, abandoned or surrendered animals until the animal is reclaimed by the owner or community cat caregiver, adopted to a new owner, placed with another organization or euthanized.

Animal fighting paraphernalia. Equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to: (1) instruments designed to be attached to the leg of a bird, such as a boxing gloves, knife, gaff, or other sharp instrument, and (2) items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives.

Bait animal. An animal used to train and/or condition other animals to fight and includes, but is not limited, to dogs, cats, and rabbits exposed to attack by other animals used or trained to be used in fighting or to make the attacking animal more confident and aggressive.

Bite. An injury inflicted upon another, whether to a person or another animal, by the teeth of an animal. It is not necessary that the bite draw blood.

Breeder. A person who keeps, maintains or harbors any intact companion animal for the purposes of breeding, whether intentional and unintentional.

Breeding. Allowing, either intentionally or unintentionally, a companion animal to produce offspring.

Canine hybrid. Any offspring resulting from the breeding of a domestic species of canine with a wild species of canine, such as a wolf or coyote. Any animal which at any time has been or is advertised, or otherwise described, or represented as a canine hybrid, such as a wolf-dog, or wolf hybrid by its owner to an Animal Control Officer, veterinarian, police officer, ASCMV, or official of the department of health shall be considered a canine hybrid for purposes of this chapter. An animal shall not be judged to be a canine hybrid based solely on appearance.

Collar. A band, chain, harness, or other suitable device worn around the neck or torso of an animal to which current rabies vaccination and identification tags can be affixed.

Community cat. An unowned, free-roaming cat or a cat cared for as part of a cat colony, that may be ear tipped and may be cared for by one or more persons; a community cat may or may not be feral. Community cats that have been trapped-neutered-returned must have their microchip registered with the ASCMV, with or without a known community cat caregiver.

Community cat caregiver. A non-profit organization, person(s) or the ASCMV, who, in accordance with a good faith effort to conduct Trap-Neuter-Return, provides care to a community cat. This care includes

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providing food, shelter, and medical care to a community cat. However, community cat caregivers are not the owner, harborer, or keeper of a community cat and do not have custody of a community cat.

COMPANION ANIMAL. A dog or cat whose physical, emotional, behavioral and social needs can be met as companions in the home or in close daily relationship with humans.

Confinement. Restriction of an animal at all times by an owner/guardian to an escape proof building or other enclosure away from the public.

Cruelty. Intentionally or maliciously mistreating, injuring, killing without justification, tormenting an animal, abandoning, or failing to provide the necessary sustenance to an animal under that person's custody and/or control.

Dangerous dog. A dog that has caused a serious injury or death to a person or domestic animal.

Declawing. The surgical amputation of an animal's claws or part of an animal's phalanges, by means of an onychectomy, partial or complete phlangectomy, or partial or complete tendonectomy.

Devocalization (also termed debarking, devoicing, or bark softening). A surgical procedure performed under general anesthesia to respect varying amounts of an animal's vocal cords.

Domesticated animal. Animals that have been selectively bred and genetically adapted over generations to live alongside humans. They are genetically distinct from their wild ancestors or cousins. Animal domestication falls into three main groupings: domestication for companionship (i.e. dogs and cats), animals farmed for food (i.e. sheep, cows, pigs, turkeys, etc.), and working or draft animals (i.e. horses, donkeys, camels).

Ear Cropping. Removal of part or all of the external flaps of an animal's ear. The procedure sometimes involves bracing and taping the remainder of the ears to train them to point upright.

Ear tipping. The removal of the distal one-quarter of a community cat's left ear, which is approximately ¼ inch in an adult and proportionately smaller in a kitten. While the cat is under anesthesia, under the supervision of a licensed veterinarian.

Emergency measures. Any action taken by an Animal Control Officer in order to preserve the health and/or life of an animal or human being, including but not limited to entering vehicles or premises, given probable cause, and detaining the animal to prevent imminent suffering to the animal, a human, or another animal.

Enclosure. An area completely surrounded by a wall, fence, or animal pen of sufficient height and strength to contain the animal(s) within.

Estrus. The period of fertility (a female in heat).

Fancy pigeon. A pigeon which through past breeding, has developed certain distinctive physical and performing characteristics as to be clearly identified and accepted as such by the National Pigeon Association, the American Pigeon Club, or the Rare Breeds Pigeon Club. Examples include fantails, pouters, and trumpeters.

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Feline hybrid. Any offspring resulting from the breeding of a domestic species of feline with wild species of feline, such as an African Serval. Any animal which at any time has been or is advertised, or otherwise described, or represented as a feline hybrid, by its owner/guardian to an Animal Control Officer, veterinarian, police officer, ASCMV, or official of the department of health shall be considered a feline hybrid for purposes of this chapter. An animal shall not be judged to be a feline hybrid based solely on appearance.

Feral. An animal that is not behaviorally compatible with humans, and is therefore not suitable to serve as a companion animal, or work animal.

Field health office. The Public Health Office(s) located in each county and administered by the Public Health Division of the New Mexico Department of Health.

Foster care site, residential. Any residence utilized as a temporary living situation for shelter/rescue animals while they await placement in a permanent home or transfer to a rescue. These sites have been approved by the Animal Control Unit, ASCMV, or by non-profit animal adoption agencies in the community.

Found Animal Report. Notification to the ASCMV by the finder of an animal, excluding community cats, Animal Control Unit accurately describing the animal and the conditions under which the animal was found, including location, date, and time. Such a report, which may be made in writing or by telephone to the ASCMV, shall also include the name and Animal Control Unit accurate contact information of the person responsible for submitting said report.

Guard dog. A dog that is used to protect ~~a~~ commercial property, but excludes a dog used exclusively to guard livestock.

Guardian. A person(s) having the same rights and responsibilities of an owner, and both terms shall be used interchangeably. A guardian shall also mean a person who possesses, has title to or an interest in, harbors or has control, custody or possession of an animal and who is responsible for an animal's safety and well-being.

Harbor. To intentionally allow any stray animal to linger on one's premises by feeding, without making all provisions as required by this chapter. Persons harboring an animal shall be subject to the provisions of this chapter applicable to a person owning or having custody, care, or control of an animal. The term "harbor" does not apply to a person or organization implementing Trap-Neuter-Return.

Humane. To have compassion, , kindness, sympathy and consideration for an animal's welfare, especially those suffering or in distress.

Identification microchip. A small integrated circuit made of inert, biocompatible material that will not disintegrate or rust, implanted via injection beneath the skin of an animal typically in the area between the animal's shoulder blades, which stores a unique, unalterable, alphanumeric code which can be registered to correspond with contact information for the owner/guardian or community cat caregiver.

Immediate control. Direct physical control over an animal by a capable and competent person by use of:

(1) A humane secure collar or harness and leash of no more than 8 feet in length for a dog; or

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(2) A humane secure leash in conjunction with a properly fitting harness for a cat or ferret; or
(3) A humane secure and appropriate portable animal crate or cage for any animal.

Impound. To place an animal, through humane capture, through the animal control unit, of the City of Las Cruces, or by the public, at the ASCMV for reclaim, adoption, rescue or other practices established by the ASCMV and in keeping with this Chapter. For community cats this can include documented capture and reporting by the animal control unit to the ASCMV, without formal apprehension and securing at the ASCMV, but reporting the capture to the ASCMV in accordance with their adopted practices and as required by this Chapter.

Impoundment facility. Any animal facility, kennel, shelter, veterinary hospital, premises, or building maintained, contracted, or utilized by the City for the care and custody of animals.

Inspection. A visual check by the Animal Control Unit of any premises.

Isolation. The confinement of an animal in an escape proof enclosure or area so that there is no possibility of direct contact with other animals or humans, except for the minimum contact with humans that may be required to maintain the wellbeing of the animal.

Livestock. All animals used for land cultivation and/or human consumption but excludes companion animals.

Loft. The structure for keeping or housing pigeons permitted by this ordinance.

Missing animal report. Notification submitted to the ASCMV by the owner/guardian of a missing animal, Animal Control Unit accurately describing the animal and the conditions under which the animal was last seen, including location, date, and time. Such a report shall also include then name and Animal Control Unit accurate contact information for the person responsible for submitting said report.

Multi-animal site, non-residential. Any premises on which buying, selling, breeding, training, or boarding of more than one companion animal four months of age or older is conducted, but does not include veterinary hospitals or the ASCMV.

Multi-animal site, residential. Any residence ~~i~~n which more than three companion animals but not more than seven in number, four months of age or older, are kept and on which premises the business of buying, selling, breeding training or boarding for compensation is not conducted. Buying, selling, breeding, training, or boarding of such companion animals for compensation shall be deemed to be a commercial activity not allowed in a residential area unless otherwise permitted by applicable zoning regulation. Such premises were formerly defined as a private residential kennel. Requirements for a multi-animal site, residential, limiting the number of permitted animals shall not apply to an animal shelter**,** foster care site or community cat colony.

NEGLECT. The failure of an owner/guardian to provide care for an Animal in the Owner's Custody which failure causes an Animal to suffer physical harm.

Negligent/irresponsible owner. A person who has violated any provision of the Animal Control Ordinance and has been charged in the Las Cruces Municipal Court with such offenses more than two

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(2) times within a three hundred sixty-four (364) day period or has surrendered an animal to the ASCMV two (2) times or more within a three hundred sixty-four (364) day period.

Nuisance. A disturbance caused by an animal, excluding community cats, to the comfort and repose of any person of ordinary sensibilities in the vicinity. See also Chapter 18 – Nuisances of this Code.

Owner. A person eighteen (18) years of age or older who owns, harbors, is the guardian of, or keeps an animal or permits an animal to remain on or about their property. The term "owner" does not apply to a community cat caregiver.

Performing animal exhibition. Any spectacle, display, act, or event in which performing animals are used and to which the general public is invited.

Permit. An official document or certificate issued by the Animal Control Unit authorizing the keeping or harboring of specific animals on specific premises.

Pet. Any animal kept as a companion animal, and not intended to be used for farming or human consumption. Livestock shall not be considered a pet.

Pet identification. A rabies tag, identification tag, microchip, or any other source of owner or community cat caregiver contact information associated with an animal. For purposes of reclamation under section 7-44 of this Chapter, an animal shall not be considered to be in the possession of pet identification if such tags or the owner or community cat caregiver contact information proves to be invalid.

Pet mill. A companion animal breeding facility operated with an emphasis upon profits above animal welfare and which is often in substandard conditions regarding the well-being of the animal at the facility~~,~~. Substandard conditions include but are not necessarily limited to overbreeding, inbreeding, minimal veterinary care, poor quality of food and shelter, lack of human socialization, overcrowded cages, and the killing of unwanted animals.

Pigeon. A member of the family of Columbidae and permitted species shall be restricted to racing pigeons and sporting pigeons, as defined in this subsection. The maintaining of undomesticated common variety pigeons is prohibited within the City limits.

Poisonous and/or toxic substance. Any substance, when introduced into the body of a person or animal, causes injury, illness or death.

Potentially dangerous dog. A dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:

(1) Causing an injury, that is less severe than a serious injury, to a person, domestic animal, or livestock; or
(2) Chasing or menacing a person or domestic animal or livestock in an aggressive manner and without provocation; or
(3) Acting in a highly aggressive manner within a fenced yard or enclosure and appearing able to escape out of the yard or enclosure.

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Potential rabies suspect animal. Any animal that has bitten a person, potentially exposing the person to rabies.

Premises. A parcel of land owned, leased, rented, or controlled by any person. Such parcel of land may include one or more structures.

Protective Custody. The temporary control over and care of an animal housed at the ASCMV or at a veterinarian's facility.

Qualified service animal

(1) An animal recognized as a service animal under either federal regulations implementing the Americans with Disabilities Act, or NMSA 1978, Chapter 28, Article 11, which is the New Mexico Service Animal Act, and as amended.
(2) As defined in NMSA 1978, Section 28-11-2(b) (2013), a qualified service animal does not include a pet, an emotional support animal, a comfort animal, or a therapy animal.

Quarantine. The strict isolation of a rabies suspect animal for a ten-day observation period at a place and in a manner designated by the Animal Control Officer and approved by a field health office.

Rabies vaccination. The injection of an approved rabies vaccine by or under the supervision of a licensed veterinarian.

Racing pigeon. A pigeon which, through selective past breeding, has developed the distinctive physical and mental characteristics as to enable it to return to its home after being released a considerable distance therefrom, and which is accepted as such by the American Racing Pigeon Union, Inc., or the International Federation of Racing Pigeon Union, Inc., or the International Federation of Racing Pigeon Fanciers. Examples include the racing homer, homing pigeon, or carrier pigeon.

Reclamation period. The length of time made available to an animal's owner/guardian or community cat caregiver, during which he or she may reclaim such animal from the ASCMV. The reclamation period shall be measured in working days, which shall include any day in which the ASCMV is open to the public for a minimum of three continuous days. The three-day reclamation period shall not apply to a community cat without identification or determined to be feral to the best ability of ASCMV staff.

Release of ownership (or owner relinquish/surrender). A document to be signed by the owner/guardian of an animal in which he or she relinquishes/surrenders all right and title of the animal to the Animal Control Unit or ASCMV.

Residence. A person's home; the place where someone lives.

Restraint. Any of the following:

(1) To be under the immediate physical control of a capable and competent person; or
(2) To be secured within an escape-proof enclosure within the owner's premises.

Running at large (or to run at large). To be free of physical restraint beyond the premises of the owner or keeper, excluding community cats, and dogs using a dog park in compliance with park rules.

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Serious Injury. A physical injury that results in broken bone(s), multiple bites, or disfiguring lacerations that necessitate sutures, stitches, or reconstructive surgery. It is not required that such disfigurement be permanent in nature.

Sexual abuse of animals. Any sexual act, including but not limited to, engaging in sexual intercourse, cunnilingus, fellatio, or anal intercourse or the causing of penetration for the purpose of sexual gratification and/or inflicting physical abuse, to any extent and with any object, of the genital, anal, or oral openings of an animal by a person.

Spayed. Refer to sterilized.

Sporting pigeon. A pigeon which, through selective past breeding, has developed the ability to fly in a distance manner, such as aerial acrobatics or endurance flying. Examples include roller and tipplers.

Sterilized. To be rendered permanently incapable of reproducing by a licensed veterinarian.

Stray. Any animal that is lost, abandoned, unclaimed by any person, or running at large.

Tail Docking. Removal of any portion of an animal's tail.

Tether. To restrain an animal by means of a chain, lead, runner, cable, rope, or similar device attached to either a stationary object or to a running line, pulley, or trolly system.

Therapy animal. As defined in NMSA 1978, Section 28-11-2(1) (2013), as amended, a therapy animal also known as an emotional support animal or comfort animal is an animal selected to accompany an individual with a disability that does not work or perform tasks for the benefit of an individual with a disability and does not accompany at all times an individual with a disability. Also, an animal used as a therapeutic tool to improve social, emotional, or cognitive function, improve communication, reduce stress and violence and to provide health-promoting, preventive and rehabilitative measures.

Therapeutic purpose. A procedure necessary to address an animal's physical medical condition. Therapeutic purpose includes procedures that address an existing or recurring illness, infection, disease, injury, or abnormal condition that compromises the animal's health. "Therapeutic purpose" does not include cosmetic or aesthetic reasons or reasons of convenience.

Trap. A humane device for catching and holding animals.

Unrestrained. To be free of physical restraint.

Venomous animal. Any animal with the capability of causing harm by the introduction of a toxic or poisonous substance into the body of another animal or human being.

Veterinarian. A person with a Doctor of Veterinary Medicine degree licensed to practice veterinary medicine in the state of New Mexico and in good standing with the State Veterinary Board.

Veterinary hospital or clinic. Any licensed establishment maintained and operated by a veterinarian for surgery, diagnosis, and treatment of diseases and injuring of animals.

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Working dog. Any police, search and rescue, tracking, hunting, or livestock dog.

Weaned. Gradually introducing an infant animal to what will be its adult diet while withdrawing the supply of its mother's milk or its alternative, as in bottle feeding.

Wild animal. Any vertebrate animal(s) under the jurisdiction of the New Mexico Department of Game and Fish and/or USDA Wildlife Services.

ARTICLE II. – ANIMAL CARE AND OWNERSHIP RESPONSIBILITIES

Sec. 7-10. – General care and maintenance requirements.

(a) A person owning or having the guardianship, care, custody, or control over an animal shall provide such care as to maintain the good health and well-being of the animal and shall:
  (1) Provide an animal with adequate amounts of fresh potable water and wholesome food with adequate frequency and appropriate and sufficient for the species, life stage, and medical condition of the animal.
  (2) Shelter. Any person who owns, has guardianship of, or has care, custody or control of an animal without ready access to, or the ability to enter a house, apartment, office building, or other permanent structure, that is left outdoors, shall provide each animal with shelter appropriate to its breed, physical condition and the climate.
    a. Minimum standards for determining whether shelter is appropriate to the animal's breed, physical condition and the climate shall include:
      i. A shelter with a waterproof roof;
      ii. Elevated flooring sufficient to prevent water from entering and proper ventilation;
      iii. Clean, species appropriate bedding on the floor in colder months;
      iv. Structurally sound with insulation appropriate to climate conditions and sufficient to protect the animal from inclement weather;
      v. Constructed to allow each animal adequate freedom of movement to make normal postural adjustments, including the ability to stand up, turn around and lie down with its limbs outstretched;
      vi. Allow for effective removal of excretions, other waste material, dirt, and trash; and
      vii. Sufficient room for food and water that doesn't interfere with the animal's ability to comfortably move around and lie fully extended.
    b. Inadequate shelter may be indicated by the appearance of the shelter itself, including but not limited to size, structural soundness, evidence of crowding within the shelter, unhealthful environment in the area immediately surrounding such facility, or by the appearance of physical condition of the dog.
    c. Upon a finding of any violation of this section, any dog(s) seized pursuant to these sheltering provisions that has not been surrendered by the owner or custodian or forfeited pursuant to court order shall be returned to the owner or custodian only upon proof that appropriate shelter as required by this section is being provided.
  (3) Provide the animal with access to continual adequate shade from direct sunlight in addition to the shelter referenced above.

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(5) Cleanliness. Excrement and soiled bedding must be removed promptly ~~at least weekly~~ to prevent odors and possible dangerous or toxic exposure or contamination by fecal material, mold or internal and external parasites that could harm the animal or cause the spread of disease to other animals or humans.
(6) Hazards. All areas where animals are kept shall be maintained in a manner that no animal can accidentally or intentionally come into contact with chemicals or other dangerous substances that could potentially harm the animal. Premises shall be kept in such a way that no animal has an opportunity to become entangled with loose wire, get splinters from wooden boards, or come into contact with other yard trash and materials that could harm an animal.
(7) *Exposure to insects and parasites.* Keep enclosures where the animal is maintained free of insect infestation, including but not limited to ant-hills, wasp nests, flies, and fleas, tick, and maggot infestations.
(8) *Enclosure space.* Keep enclosures where the animal(s) is maintained for periods exceeding one hour with adequate space to prevent overcrowding and to allow the animal(s) to maintain normal exercise according to species, including the ability to stand up, turn around and lie down with its limbs outstretched. Such enclosures used to house or confine cats shall also contain a regularly cleaned and maintained litter box.
(6) Provide the animal with professional veterinary care and necessary grooming to maintain the animal's good health.
(9) Keep an animal dwelling unit no closer than 100 feet to any private water well or no closer than 200 feet to any public water well.

(b) *Livestock well-being*. In addition to the requirements stated above under section 7-10, a person owning or having care, custody, or control over a livestock animal shall also provide the following:
(1) Running water facilities shall be provided within 50 feet of each box stall and corral, and each animal shall have access to fresh water in a clean container at all times.
(2) Clean feeding facilities or boxes shall be provided in each corral or box stall, and such facilities shall be maintained accessible thereto by animals to be served hereby.
(3) All areas adjacent to any pen, coop, stable, stall, barn, corral, grazing, workout, or training areas; or other building structures and areas where animal are kept and maintained, shall be graded to drain water away from such facilities so as to prevent ponding and reduce insect harborage.
(4) Such care and husbandry shall also include, but is not limited to, necessary hoof and teeth care.

Sec. 7-11. – Microchip requirements.

(a) A person owning or having care, custody, or control over a companion animal judged to be three (3) months of age or older shall:
(1) Have the animal implanted with an identification microchip, with current, up-to-date pet owner information, including the owner's/guardian's or community cat caregiver's name, address, and phone number. The current, up-to-date pet owner information associated with the microchip shall constitute proof of ownership for this Chapter.
(2) Maintain current registration with the microchip registration company.
(3) If there is change in contact information of an owner/guardian or community cat caregiver of a registered microchipped companion animal, the owner/guardian shall update contact

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information, including new address or telephone number, with the microchip registration company within thirty (30) days of the date of the change in contact information.

(4) If there is a change in ownership of a registered microchipped companion animal, the previous owner/guardian shall be responsible for ensuring that the microchip is no longer in the name of the previous owner/guardian and shall be responsible for reregistering the microchip to reflect any new address and telephone number and have the registration information transferred to the new owner name within thirty (30 days after the change in ownership/guardianship.

Sec 7-11A-1 - Spay/neuter requirements

a) *Purpose*: It is the purpose of this section to promote the health, safety, and general welfare of the residents of the City by reducing the number of stray dogs and cats, stop the needless killing of these animals by restricting the breeding practices of companion animal owners/guardians and breeders, decrease certain unwanted behavior, and protect them against certain illnesses and live a longer, healthier life.

b) It shall be unlawful to own or keep within the City of Las Cruces, if the Owner/Guardian has been cited two (2) times or more within the preceding 364-day period for a violation of Section 7-13 (Restraint requirements) of this Chapter:

(1) An unaltered cat over the age of five (5) months;
(2) An unaltered dog over the age of 4 months, defined as having a projected adult weight based on breed of less than 45 pounds; or
(3) An unaltered dog over the age of 9 months, defined as having a projected adult weight based on breed of more than 45 pounds.

c) Owners/guardians may seek an exemption from this requirement if alteration would be dangerous for the companion animal due to health issues. The Animal Control Unit may grant this exemption if the owner/guardian of the companion animal can provide a letter from a licensed veterinarian stating such reasons. If granted, the owner/guardian is required to obtain an Intact Animal Permit as defined herein.

d) This requirement for spaying and neutering shall not apply to:

(1) A companion animal that is incapable of breeding or medically unsuited to undergo a spay or neuter procedure, if a licensed veterinarian has so certified in writing that the animal is incapable of breeding or that a spay or neuter procedure would likely cause the animal's death or substantially aggravate a medical condition of the animal. The certification shall indicate the medical basis for the exemption and whether the unsuitability is temporary or permanent. If temporary, the certification shall indicate the period of time the unsuitability is anticipated to last. For an exemption to apply beyond that period, a new certification must be obtained.

(2) A dog used by law enforcement agency for law enforcement activities;

(3) A dog that is a breed approved by and registered with a national or international breed registry or an association which, at a minimum, requires identification of the breed, date of birth, names of registered sire and dam, health certificate, the name of the breeder and

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recordkeeping relating to breeding, and transfer of ownership. The owner shall provide verified proof to the satisfaction of the Animal Control Unit;

(4) A dog which is undergoing training to, or currently is being trained to compete or as a livestock guardian dog, or a dog designated as breeding stock for these purposes by a recognized agency or organization approved by the Animal Control Unit;

(5) If an animal is temporarily in the city to participate in a show or event sponsored by a sanctioned animal organization;

(6) If an animal is owned or kept in the city for fewer than thirty (30) days in a one-year period.

(7) For each of the above, the owner/guardian shall provide proof to the satisfaction of the Animal Control Unit with each application for an exemption.

e) The requirement for spaying and neutering shall not apply to a companion animal harbored by a public shelter, humane society, or similar organization, whether public or private, with the principal purpose of securing the adoption of dogs or cats, provided that such organization requires the spaying or neutering of all dogs and cats prior to adoption from such organization.

f) Funding

(1) The City will strive to provide funding annually, as part of its budget, for affordable free and low-cost spay/neuter to qualifying low-income residents, as defined by the City, to assist with general spay/neuter needs in the community to address the potential pet overpopulation issue from a public health and animal welfare perspective.

Sec. 7-12. – Rabies vaccination and exposure requirements.

(a) *Vaccination.* A person owning or having guardianship, care, custody or control over a companion animal judged to be three (3) months of age or older shall have the animal vaccinated against rabies.
(1) The vaccine shall be administered by or under the direct supervision of a licensed veterinarian on-site.
(2) The veterinarian shall issue for each administration a serially numbered certificate and metal tag bearing the certificate number.
(3) The certificate shall contain the name and address of the owner/guardian or the community cat caregiver of the animal, a description of the vaccinated animal, the date of vaccination, and the expiration date of the vaccination.

(1) *Rabies tag*. A person owning or having guardianship, care, custody, or control over a companion animal judged to be three (3) months of age or older shall maintain a current rabies vaccination tag affixed to a collar or harness worn by the animal whenever the animal is away from the owner's/guardian's property, excluding community cats. The tag may be removed while the animal is undergoing treatment by a veterinarian or being groomed.

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(2) A person shall not remove or transfer any legitimate rabies tag from one animal to another.

(c) *Rabies certificate*. A person owning or having guardianship, care, custody, or control over a companion animal judged to be three (3) months of age or older shall exhibit the up-to-date, current vaccination certificate upon request by an Animal Control Officer.

(b) *Exposure:* When any person is bitten by an animal, it is the duty of such person or their parent or guardian, or any person witnessing the incident, to immediately notify the Animal Control Unit of the field health office.

(c) *Exposure: physician responsibility*. A medical provider who renders professional treatment to a person bitten by any animal shall report to the Animal Control Unit such treatment within 24 hours.
(1) The physician shall report the name, address, and phone number (if known) of the person bitten as well as the type and location of the bite.
(2) The physician shall report the name and address of the owner/guardian or community cat caregiver of the animal that inflicted the bite (if known), and any other facts or details that may assist the Animal Control Unit in ascertaining the immunization status of the animal.

(f) *Exposure: companion animal*. Any companion animal, or community cat, that bites and exposes a person to rabies shall be either destroyed and the head sent to the laboratory for rabies testing, or immediately placed in isolation at the owner's/guardian's expense for a ten-day observation period at a place and in a manner designated by the Animal Control Officer and approved by the Field Health Office.
(1) The isolation and observation period shall end ten days following the date and time of the potential rabies exposure provided no symptoms have manifested.
(2) If the companion animal, or community cat, shows signs or symptoms of rabies during the ten-day isolation and observation period, it shall be destroyed and the head sent to the laboratory for rabies testing.

(g) *Exposure: wild animal*. Any skunk, bat, raccoon, coyote, bobcat, or other wild animal not born or raised in captivity (with the exception of community cats, rodents or rabbits) that bites or otherwise exposes a person to rabies, shall be destroyed immediately and the head sent to the laboratory for rabies testing.

(h) *Home quarantine.* The Animal and Control Officer may consent to confinement and isolation on the owner's/guardian's premises of a companion animal, or community cat, that bites a person.
(1) The premises where the home isolation is to occur shall be inspected and approved for such purpose by the Animal Control Officer.
(2) The owner/guardian or cat community caregiver of the animal shall be required to enter into an indemnity agreement on a form approved and prescribed by the Animal Control Supervisor for such home confinement.
(3) The owner/guardian or cat community caregiver shall immediately notify the Animal Control unit if the animal shows signs of sickness or abnormal behavior, if the animal escapes confinement or if the animal dies within the quarantine period.
(4) If any of the provisions of this section are in conflict with, or materially inconsistent with, regulations for the reporting of animal bites, confinement and disposition of rabies-suspect

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animals, rabies quarantine, and disposition of animals exposed to rabies, in the interest of public health and safety as determined by the New Mexico Department of Health pursuant to NMSA Sec. 77-1-6, and as amended, the state regulations shall control.

Sec. 7-13. – Restraint requirements.

A. *Physical restraint*. A person owning or having the guardianship, care, custody, or care over an animal shall keep the animal under humane physical restraint at all times excluding community cats and dogs using the off-leash areas of City dog parks.
B. *Dragging; hobbling*. A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. Such an animal, if not otherwise restrained by a secure tether, when a tether is allowed, or enclosure, shall be considered by the Animal Control Officer to be unrestrained. This shall not apply to livestock animals being properly used for work purposes.
C. *Owner's premises*. A person owning or having guardianship, care custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure or by immediate physical control.
   (1) All pens, kennels, stall, corrals, or other enclosures used to restrain an animal shall be continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and animal escape. Substantial and acceptable locking or latching devices shall be installed and utilized on all gates and doors to animal enclosures to prevent animals and small children from entering and prevent animal escape.

Sec 7-13A-1– Tether/Trolley Restraint of Companion Animals.

A. A person owning or having guardianship, care, custody or control over a companion animal(s) may not tether the animal(s) to a stationary object as a form of restraint unless otherwise specified in this section.
B. A person owning or having guardianship, care, custody, or control over a companion animal, including livestock, shall keep the animal upon his or her own premises within a secure enclosed pen, or in an area containing a fence or wall of sufficient height surrounding the perimeter of the property. It shall be unlawful to tether /trolley a companion animal as a form of confinement.
C. Fixed point tethering of any companion animal to stationary objects is permitted in limited circumstances such as picnics or gatherings in a park or open space~~,~~ ; for emergency purposes to permit an individual to render aid to a human or another animal, and only when the owner or person having care, custody or control is immediately present.
D. Tethering/trolleying, when permitted must meet the following requirements:

1. A person shall not tether a companion animal to a stationary object for more than one hour in any 24-hour period.
2. A person shall not tether a companion animal in an unenclosed area where people or other animals are able to wander into the proximity of the tethered dog.
3. A tether/trolley used to restrain a companion animal shall be at least 12 feet in length.

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4. A tether/trolley used to restrain a companion animal shall be affixed to a properly fitting, humane collar or harness worn by the companion animal. A person shall not wrap a chain or tether directly around the neck or other body part of the dog.

5. A tether/trolley used to restrain a companion animal shall not weigh more than one-eighth of the animal's body weight. The tether weight shall include any additional objects attached to the companion animal or tether such as locks or fasteners.

6. A tether/trolley used to restrain a companion animal shall have working swivels on both ends and shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled or strangled.

7. In all cases, a tethered/trolleyed companion animal must be able to easily reach shade and a container with clean water in it at all times.

8. No companion animal who is sick, injured, in distress, pregnant, or younger than 6 months old may be tethered.

9. When determining if any animals has been tethered for a minimum of 1 hour (60 minutes), it acceptable for an ACO to drive by the location at four 20 min intervals to observe whether or not the animal is still tethered. If the animal is tethered at each of those observation points, it shall be prima facie evidence that the animal has been tethered for 60 consecutive minutes or more, and a citation may be issued for violation of this Ordinance.

D. *Livestock* - Fences to be provided for a livestock enclosure shall be species appropriate. For use in conjunction with stud stalls, such fences shall be maintained not less than six feet in height.

E. A person owning or having guardianship, care custody, or control over a venomous reptile shall restrain the animal to the owner's premises by securing two (2) locked cages or a locked cage inside a locked box to provide two barriers to the venomous reptile. This requirement shall not apply to Animal Control Officers transporting venomous reptiles.

   k. A cage used to restrain a venomous reptile shall feature labeling that clearly defines and identifies the animal with the following information:
      i. Common Name;
      ii. Scientific Name; and
      iii. Venomous Nature.

F. *Public premises*. A person owning or having guardianship, care, custody, or control over an animal off of his or her premises shall be of suitable age and/or strength and ability to keep the animal under immediate physical control.

   (1) A leash used to restrain a companion animal shall be any chain, leather strap, or cord sufficient to hold under control the animal attached thereto and shall be no longer than six (6) feet.

G. *Transporting animals* - It is unlawful for any person to carry any animal on top of any vehicle or to transport any animal in any vehicle in a cruel, inhumane or unsafe manner.

   (1) *Pickup Trucks*. Animals that are transported in the bed of a pickup truck must be humanely restrained or crated to prevent the possibility of the animal falling out, protected from extreme temperatures and provided with a non-metal surface to sit or stand on.

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a. Humanely restrained. The animal must be attached to the truck by means of a harness, not a neck collar, in a way to ensure that the animal cannot jump out of or fall from the truck or be strangled. There must be two fixed point fastening locations at least two feet apart to attach the harness to in order to prevent the animal from strangling or falling out.

b. Crate. If an animal is put in a crate or other enclosure, the crate or enclosure must be securely fastened to the bed or sides of the truck bed so that the crate or enclosure cannot turn over or fall out. Crated animals shall not be transported on the roof of any vehicle.

c. Protection from weather. No animal shall be left in the bed of a truck, whether in a crate or not, when the weather is such that the animal will be exposed to heat when the air temperature exceeds 80 degrees, cold when the air temperature is less than 50 degrees, and/or rain, snow, hail or extreme wind.

(2) Cars, Vans and RVs. Animals riding inside vehicles that are not in crates or other enclosures must not be allowed access to a window opened wide enough for the animal to escape, jump, fly or fall out. Animals left unattended in cars, vans or RVs must have adequate ventilation to prevent the temperature in the vehicle from rising high enough such that any reasonable person would know that the animal would suffer from heat exposure. During the warmer months, no amount of ventilation will keep the car from getting too hot. If the Animal Control Officer, Police Officer or Firefighter determines that an animal in a vehicle is in immediate danger, they may enter the vehicle by whatever means necessary, without being liable to the owner of the vehicle, and seize the animal.

(3) Transporting more than one Animal. In addition to all other regulations in this section, animals shall not be overcrowded when being transported. If the animals are crated or kept in any enclosure, they may be allowed to share a crate but each animal should be able to stand up, move around, lie down and stretch out naturally. If crates or enclosures are stacked, they must be attached securely to prevent the crates or enclosures from falling or turning over. If crates or other enclosures are stacked, it is important that no urine or feces are passed between crates and enclosures.

H. A person with care, custody and control of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal but provides ventilation.

I. A person with care, custody and control of a venomous animal away from the owner's premises shall keep the animal secured within a tied fabric bag that shall be placed inside a secure ventilated locked box clearly marked "Venomous Animal."

J. *Property of others*. A person owning or having guardianship, care, custody, or control over an animal shall not detain or restrain an animal upon another person's private property without having written permission from the resident or owner of such property.

(1) If the resident or owner/guardian does not permit the animal being detained or restrained upon such property, the animal may be impounded by the Animal Control Officer at the request of the resident or owner.

K. *Multiple dwelling unit*. An owner, manager, agent, or governing board of any multiple dwelling unit, including mobile home parks and gated communities, shall not permit or authorize any animal to be unrestrained within the common areas of the multiple dwelling unit, except within such areas and within such enclosures specifically designed for such activity, and community cats.

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L. Exceptions.

(1) A working dog that is under the control and supervision of the owner/guardian or handler performing such acts as herding, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.

(2) A hunting, tracking, or show dog that is under the control and supervision of the owner/guardian or handler shall not be considered as unrestrained while performing in or being trained for those capabilities.

(3) Dogs accompanied by their owner/guardian or person having care, custody and control utilizing the off-leash areas of a city dog park.

Sec. 7-15. – Cruelty, Neglect and Abandonment prohibitions.

Cruelty to animals. No person shall instigate, engage in or in any way further any act of cruelty to any animal including but not limited to: Intentionally killing an animal without lawful justification or mistreating, injuring, maiming, disfiguring, tormenting, torturing, beating, mutilating, burning, scalding, poisoning, attempting to poison or otherwise unnecessarily causing an animal to suffer physical harm. Includes intentionally cause an equine to fall or lose its balance by any means whatsoever. The term "equine" means, but is not limited to, a horse, mare, pony, ass, donkey, burro, mule or hinny. This does not apply to the lawful laying down of an equine for medical or identification purposes. Under this section, "lawful justification" means humanely destroying a sick or injured animal, humanely killing an animal raised for food, or protecting a person or animal from death or injury due to an attack by another animal.

(1) Nothing in this Section shall prohibit reasonable force to be used to drive off vicious or dangerous animals.

(2) Prosecution under this Section shall be limited to first, second, or third offenses. Fourth and subsequent offenses, and offenses involving extreme cruelty as defined under state law, shall be prosecuted as a felony under NMSA 1978, Sec. 30-18-1, as amended.

B. 1) Examples of unlawful acts or failure to act, which may also be considered animal cruelty include, but are not limited to:

(a) Exposing animals to unsafe and/or unsanitary conditions.
(b) Allowing a collar, rope, or chain to become embedded into or cause injury to an animal's neck.
(c) Leaving an animal unsupervised while the animal is wearing a choke or pinch collar.
(d) Allowing a companion animal to be kept outside in inclement weather or extreme temperature without adequate shelter.
(e) Teasing or taunting any animal with the intent, purpose, or effect of provoking a reaction from the animal.
(f) Using a prod, stick, electrical shock, chemical agent, physical force, or starvation to inflict pain and/or discomfort on an animal.
(g) To cause, sponsor, arrange, hold, participate, allow, train, force or encourage animals to engage in a fight.

Declawing and devocalization procedures.

2) Veterinary care. A person shall not have, keep, or harbor an animal that is sick or injured, including suffering from starvation or severe thirst, without providing proper veterinary care.

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(a) Given probable cause, the Animal Control Officer may require the owner/guardian or community cat caregiver to provide a letter of health evaluation from a veterinarian describing the condition of the animal and the treatment provided or recommended.

(b) The Animal Control Officer may evaluate the condition of an animal in order to determine probable cause.

(c) Nothing herein shall prohibit an owner/guardian or designee with the owner's/guardian's consent, to provide medical treatment in accordance with prescribed veterinary practices.

C. *Sexual abuse*. A person shall not take part in any sexual abuse of an animal.

D. *Vehicle operator responsibility*. A person shall not intentionally strike any animal with any vehicle, self-propelled or otherwise.

(1) Any person who, as the operator of a motor vehicle, strikes any animal shall immediately report the incident to the Animal Control Unit through Central Dispatch.

E. *Performing animal exhibition;* A performing animal exhibition in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner that will cause or is likely to cause physical injury or suffering shall not be permitted.

(1) All performing animal exhibitions shall comply with the Federal Animal Welfare Act and Endangered Species Act.

(2) All equipment used on a performing animal shall be humane and fit properly and shall be in good working condition and subject to inspection by the City.

F. *Declawing.* No person, licensed medical professional or others, shall perform or cause to be performed, assist in the performance of, or procure the performance of an onychectomy (declawing) or flexor tendonectomy procedure by any means on any cat or other animal within the City of Las Cruces, except when necessary for a therapeutic purpose. "Therapeutic purpose" means the necessity to address the medical condition of the animal, such as an existing or recurring illness, infection, disease, injury or abnormal condition in the claw that compromises the animal's health. "Therapeutic purpose" does not include cosmetic or aesthetic reasons or reasons of convenience.

(1) In the event that an onychectomy or flexor tendonectomy procedure is performed on any cat or other animal within the City of Las Cruces in violation of this section, each of the following persons shall be guilty of a violation of this section:

i. the person(s) performing the procedure, and

ii. all persons or entities that, ordered, requested or paid for the procedure.

F. *Ear Cropping, Tail Docking and Devocalization.*

1. No person shall perform or otherwise arrange for the performance of devocalization on an animal.
2. Any ear cropping and/or tail docking must be performed by a licensed veterinarian.
   a.

G. *Fighting.*

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1. It is unlawful for a person to promote, stage, hold, manage, conduct, carry-on or attend any game, exhibition, contest or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal.
2. It is unlawful for any person to sell, receive, possess, transport, loan, or give away any animal fighting paraphernalia.
3. It is unlawful for any person to raise, train, condition, sell, receive, possess, transport, loan, or give away animals for fighting purposes whether or not the fight is to be conducted inside or outside the jurisdiction of the City of Las Cruces.
4. No person shall provoke or entice an animal from the property of its owner for the purpose of engaging the animal in an animal fight, or for use as a bait animal.
5. Nothing in this section shall prohibit a person from engaging in legal hunting practices as allowed by state wildlife authority.

(H) Abandonment is prohibited

(1) A person commits the crime of animal abandonment if the person intentionally, purposely, knowingly, recklessly or with criminal negligence leaves a companion animal at a location permanently or temporarily without providing for the animal's proper feeding and continued care. As used in this section, "temporarily" means leaving an animal at a location, other than the owner's/guardian's home or residence, for longer than 30 minutes without providing for the animal's continued care.

(2) No person shall leave an animal at the ASCMV or private animal rescue/shelter, without providing either in-person to the ASCMV or animal rescue written notification of intent to reclaim the animal or a release of ownership of the animal in writing. Such actions shall constitute abandonment.

(3) Animal abandonment is a petty misdemeanor.

(4) Each act in violation of this section shall constitute a separate offense.

(5) Abandonment of an animal shall not relieve the owner/guardian of the responsibilities associated with ownership/guardianship, and he/she may still be regarded as the owner/guardian for the purposes of this Chapter.

(6) Abandonment does not apply to a person or organization managing a community cat colony.

(I) Uncared-for Animals; Abandonment

a. If an Animal Control Officer finds that any animal is or will be without proper care because of injury, illness, and/or incarceration or the absence of the owner/guardian or person responsible for the care of such animal, the Animal Control Unit or Police Officer may enter the property or premises where the animal is located and may seize the animal for protective care; and in the event of sickness or injury of the animal, upon the instruction of a licensed veterinarian, the Animal Control Officer may take such action as called for to prevent undue pain and suffering, including immediate euthanasia of the animal.

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(J) *Performance of duty.* Nothing herein shall prohibit the Animal Control Officer from using a tranquilizer gun, snare, catch pole or trap to humanely capture animals as reasonably necessary for the control of such animals.

(K) In addition to any other remedy or action permitted under this ordinance or by law, wherever an Animal Control Officer has probable cause to believe an animal has been subject to cruelty, neglect or abandonment, or may be in imminent danger of cruelty, neglect or abandonment, the Animal Control Officer may remove the animal and take it into protective custody at the ASCMV pending adjudication by a court of competent jurisdiction for a period not to exceed fifteen (15) days.

(L) If the Animal Control Officer reasonably believes that the life or health of other animals at the same premises are endangered, the Animal Control Officer may remove the animal and take it into protective custody at the ASCMV pending adjudication by a court of competent jurisdiction for a period not to exceed fifteen (15) days.

(M) All costs for boarding and/or medical care incurred by the ASCMV for an animal removed under this section shall be the responsibility of the animal's owner/guardian.

(N) Nothing in this section shall be construed to preclude a charge or conviction for extreme cruelty under state law or to preclude petition for indemnification for the disposition of seized animals which is allowed under state law. (NMSA 1978 Section 30-8-12.2)

(O) The Animal Control Unit may determine that a person is an irresponsible owner/guardian. A violation of any ordinance or law prohibiting cruelty to animals is a basis for Animal Control's determination that a person is an irresponsible owner/guardian.

1. If the Animal Control Unit determines that a person is an irresponsible owner, the Animal Control Unit shall so apprise such person by written notice sent by mail, hand delivered or conspicuously posted on the property that such person is barred from the ownership/guardianship, custody or control of any companion animal.

2. Availability to appeal the declaration shall be in accordance with Rule 1-074 NMRA.

3. An owner/guardian may petition Animal Control for removal of the irresponsible owner/guardian designation two (2) years after the date served but bears the burden of clear and convincing evidence. Any person who is the owner/guardian a companion animal after the date of designation as an irresponsible owner/guardian is subject to a continuing violation of the Ordinance.

Sec. 7-16. Restrictions on sale or transfer of ownership.

A. A person shall not sell, offer for sale, barter, transfer, gift, donate or adopt a companion animal under eight (8) weeks of age, or a guinea pig, hamster, or rabbit under four (4) weeks of age. All animals shall be fully weaned and capable of eating on their own to sufficiently maintain proper body condition prior to transfer of ownership. Nothing herein shall prohibit the transfer of animals between animal shelters and animal rescue organizations. Nothing herein shall prohibit the transfer, or adoption of an unweaned animal if accompanied by its nursing mother or surrogate mother.

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B. *Sale in public.* A person shall not sell, offer for sale, barter, give away, transfer, gift, donate or adopt an animal upon a street, sidewalk, public park, or any area open to the public, unless such person is acting on behalf of the ASCMV or an animal rescue organization.

a. An owner/guardian shall not advertise, sell, barter, exchange or give away any dog or cat within the City unless the litter fee or breeder permit number is displayed legibly.

b. An owner/guardian shall furnish the litter fee or breeder permit number to any prospective recipient requesting the number.

C. *Prize.* A person shall not offer an animal as a prize, giveaway, premium, novelty, or award for a contest, game, or sport or as an incentive to purchase merchandise unless as part of an FFA or 4-H sanctioned event.

D. *Venomous animal.* A person or licensed, commercial animal establishment shall not offer for sale any venomous animals, other than tropical fish contained in Animal Control Unit accurately labeled aquaria.

E. *Animal exhibit safety.* A person shall not operate, conduct, or maintain any animal exhibit under conditions that pose a danger to the public or the animals.

F. *Pet Stores.* No pet store shall sell, offer for sale, barter, auction, give away, or otherwise transfer ownership/guardianship of dogs or cats. Nothing in this section shall prohibit pet stores from collaborating with registered 501(c)3 animal rescue organizations to facilitate the adoption of dogs and cats.

G. Nothing in this section shall prohibit pet stores from collaborating with animal shelters, 501(c)3 animal rescue organizations, and animal control authorities to offer space for such entities to showcase adoptable dogs and cats inside pet stores.

H. No humane agent, animal control officer, animal shelter, pound, animal care center, humane society or veterinarian and anyone acting under their authority and having possession of any animal by reason of his office may:

1) Provide or supply dealers, commercial kennels, or laboratories with the animal; or
2) Give release, sell, trade, loan, transfer, or otherwise provide any live animal to any individual, firm, association, corporation, educational institution, laboratory, medical facility, or anyone else for purposes of experimentation or vivisection. Noncompliance with this provision carries the maximum penalty allowed under cruelty.

Sec. 7-17. Deceased animal disposal requirements.

A. *Owner/Guardian responsibility.* A person owning or having the guardianship, care, custody or control of an animal carcass shall be responsible for its removal within twenty-four (24) hours of death. An animal carcass may be disposed of at the South Central Solid Waste Authority or the ASCMV as authorized or the owner/guardian may arrange burial in an established pet cemetery.

B. *Removal.* The Animal Control Officer may remove any animal carcass from the roadway or other public property. The Animal Control Officer and/or ASCMV shall make reasonable efforts to notify the animal's owner or community cat caregiver if known in the event of the animal's death.

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(1) The Animal Control Officer may dispose of the animal carcass at the South Central Solid Waste Authority as authorized after microchip scanning and making reasonable efforts to notify the animal's owner, notification to the ASCMV, and shall turn over any tags or other identification found on an animal carcass to the ASCMV.

C. *Removal fee.* The Animal Control Unit may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a set fee. The fee amount shall be established by City Council resolution.

Sec. 7-18. Nuisance prohibitions.

A. *Property damage; nuisance.* A person owning or having guardianship, care, custody, or control over an animal shall humanely prevent the animal from causing damage or being a nuisance to a person or property of another.

B. *Female in estrus.* A person owning or having guardianship, custody, or control over a female animal in estrus (heat) shall confine the animal in such a way that humanely prevents the animal from becoming a nuisance. This provision does not apply to community cats.

C. *Pet Waste.* A person owning or having guardianship, care, custody, or control over a companion animal shall dispose of the waste from the companion animal in a watertight and fly tight receptacle, which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard.

D. *Livestock waste.* Waste from livestock shall be removed or spread at least once each week so as not to constitute a nuisance. Additionally, all premises where livestock are kept shall be treated as necessary with approved pesticides for the control of insects and rodents related to waste from livestock so as not to constitute a nuisance, in accordance with the New Mexico Department of Agriculture regulations.

E. *Public defecation.* A person owning or having guardianship, care, custody, or control over an animal shall not permit the animal to defecate on public property or the property of another unless such animal waste is immediately removed and properly disposed of as provided herein. This provision does not apply to community cats.

F. *Noise.* A person owning or having guardianship, care, custody or control of an animal shall not permit that animal to howl, bark or create noise which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. It shall be a violation of this section if the howling, barking or noise is frequent or long-continued; is audible beyond the property line of the premises on which the animal is located for more than 10 minutes; and is attested to by:

(1) Complaints from one or more separate neighbor(s); and

(2) A verified audio recording which records the howling, barking or noise for more than 10 minutes; or

(3) An Animal Control Officer or law enforcement officer.

The words "frequent or long-continued" as used in this section shall not mean continuous or uninterrupted in time or without cessation.

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A. *Dust control.* All areas used as arenas for exercising, training or exhibition of livestock shall be dampened with a sprinkler system or by other means to reduce dust emissions to surrounding properties. As provided in Section 32-302 of the Standards for Erosion Control and as amended, this prohibition does not apply to dust emissions from the raising of farm animals or fowl.

B. *Feeding animals running at large.* A person shall not feed an animal running at large, with the exception of community cats or to aid in humanely trapping the animal.

C. The Animal Control Unit may determine that a person is a negligent or irresponsible animal owner and may petition a court of competent jurisdiction to prohibit that person from owning animals for a two (2) year period if the following conditions occur:

(1) The person has been cited and charged with Animal Control ordinance violations more than two (2) times within a three hundred sixty-four (364) day period, or

(2) Has surrendered animals to the ASCMV more than two (2) times within a three hundred sixty-four (364) day period.

Sec. 7-19. Found animals.

A. A person shall not harbor, hold or retain possession of any found companion animal for more than twenty-four (24) hours, without the knowledge and consent of the owner, and shall adhere to the following procedures:

1. Complete a Found Animal Report with the ASCMV; and have the animal scanned to determine if it has an identification microchip within 24 hours. To ensure an Animal Control Unit accurate rate microchip scan, a universal scanner shall be used. Options for having the animal scanned include the ASCMV, Animal Control Unit, or any office of a licensed veterinarian. The person having possession of such an animal shall allow the animal to be scanned by the Animal Control Officer immediately upon request.

2. A person having possession of such an animal shall immediately surrender the animal to the Animal Control Officer upon request.

B. If the companion animal does not have a microchip and a Missing Animal Report to the ASCMV was not filed, the finder may claim ownership/guardianship of the animal after seventy-two (72) hours following the submission of the Found Animal Report.

C. If the companion animal has a microchip that identifies an owner and the owner fails to reclaim the animal within 5 days of submission of the Found Animal Report, the finder may thereafter claim ownership/guardianship of the animal.

Secs. 7-20-7-29. Reserved.

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ARTICLE III. PERMITS

Sec. 7-30. Multi-Animal Site Permit.

A. No person shall keep or operate a residential or non-residential multi-animal site without a permit issued by the City by and through Animal Control or having been approved as a foster care site by the Animal Control Unit, ASCMV, or a non-profit animal adoption agency.

(1) Veterinary hospitals or clinics shall be exempt from the Multi-animal Site Permit requirement of this Chapter.

(2) Community cat colonies shall be exempt from the multi-animal site permit requirement.

B. Any person who operates or proposes to operate a residential or non-residential multi-animal site shall file an application for a permit with the Animal Control Unit, providing the address and describing the location of the site and the purpose for which it is to be maintained.

C. All applications for multi-animal site permits must meet the following conditions:

(1) All fees must be submitted at the time of application.

(2) Non-residential sites must also comply with the City business registration requirements. Article IV, Division 2 of the Municipal Code.

(3) Approval is required by the City zoning administrator an Animal Control Officer.

(4) All multi-animal site permits must be renewed annually at a fee established by City Council resolution.

(5) An application may be denied if the applicant shows a history of noncompliance with this Chapter as evidenced by conviction(s) of violations of this Chapter during the past year.

(6) All multi-animal sites must comply with applicable zoning regulations. If any provision of this Section conflicts with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

D. A multi-animal site permit may be revoked when, in the opinion of the zoning administrator or Animal Control Officer, any one or more the following conditions exist, including but not limited to:

(1) The premises or enclosures are not maintained in a clean and sanitary condition and are a health hazard or produce noxious odors.

(2) The enclosures are unsafe or unfit for humans or animals.

(3) The number of animals exceeds the number allowed under the permit.

(4) The owner or responsible person has been convicted of violation(s) of this Chapter.

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Sec. 7-31. Special Animal Permits.

A. *Application generally.* A person or organization who seeks to keep any animal requiring a special animal permit shall file an application for an annual special animal permit with the Animal Control Unit describing the location of the site and the purpose for which it is to be maintained. Veterinary hospitals or clinics shall be exempt from this requirement. It shall be a condition of the issuance of any special animal permit that the permittee consents to inspection of the premises by the Animal Control Unit at any time between the hours of 6:00 a.m. and 10:00 p.m. The application fee and annual permit fee shall be set by City Council resolution.

B. *Application conditions.* All applications for special animal permits required under this Section must meet the following conditions:

(1) All fees must be submitted at the time of application.

(2) Any application may be denied if the applicant shows a history of noncompliance with this Chapter as evidenced by conviction(s) of violations of this Chapter during the past year.

C. *Revocation.* A special animal permit may be revoked when, in the opinion of the zoning administrator or Animal Control Officer, any one or more of the following conditions exist:

(1) The premises or enclosures are not maintained in a clean and sanitary condition and are a health hazard or produce noxious odors.

(2) The enclosures are unsafe or unfit for humans or animals.

(3) Containers for venomous snakes or lizards are not clearly labeled and locked.

(4) The owner/guardian or responsible person has been convicted of violation(s) of this Chapter.

(5) FFA or 4-H. An active member in good standing of a locally recognized and verified FFA or 4-H program may keep up to two livestock animals to meet program requirements on any property not zoned for the keeping of livestock, provided that the individual is currently participating in a program utilizing these animals, and received a permit from the Animal Control Unit for such activity and meets the applicable requirements of this chapter. Each permit shall be individually reviewed by the Animal Control Unit as to program participation and permitted animals to obtain the goals of the FFA or 4-H program. All such animals kept subject to this Section may be relocated outside of the City limits by the Animal Control Unit upon receipt of a nuisance complaint concerning the animals.

(6) *Chickens and ducks.* A special permit is required for any property not zoned for the keeping of livestock in order to keep chickens or ducks. All such animals shall be kept and maintained in accordance with the provisions of this chapter and shall not exceed a total of 6 chickens, ducks, and/or drakes per property not zoned for the keeping of livestock. Roosters are not permitted on properties not zoned for the keeping of livestock.

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(7) *Therapy animals.* A special permit is required for any property not zoned for the keeping of livestock in order to keep small animals such as, but not limited to, fowl, rabbits, miniature horses/donkeys, goats and sheep for therapeutic purposes associated with homes for the disabled, nursing homes, assisted living facilities, and similar uses as determined by the Community Development Department Director and/or designee. All such animals shall be kept and maintained in accordance with the provisions of this chapter.

(8) *Pigeons*. A person who wishes to maintain a pigeon coop must first obtain a Special Animal Permit from the Animal Control Unit and comply with the following:

a. Maintenance, care and confinement.

i. The loft shall be of sufficient size, design, and constructed of such material that it can be maintained in a clean and sanitary condition.

ii. There shall be at least 1½ square feet of floor space in any loft for each mature pigeon kept therein.

iii. The construction and location of the loft shall not conflict with any City building code.

iv. All feed for pigeons shall be stored in such containers as to protect against intrusion by rodents and other vermin.

v. The loft shall be maintained in a sanitary condition and in compliance with all applicable health regulations.

vi. All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition, and at no time shall pigeons be allowed to perch or linger on the buildings or property of others.

vii. All pigeons shall be fed within the confines of the loft.

viii. Pigeons will not be released from the loft unless they have not been fed within the previous four hours.

b. Before issuance of a special permit for the keeping of pigeons, the owner must demonstrate that he is a member in good standing of one of the following: The American Racing Pigeon Union, Inc.; the International Federation of Racing Pigeon Fanciers; the National Pigeon Association; the American Tippler Society; the International Roller Association; or the Rare Breeds Club, as such clubs have rules that help preserve the peace and tranquility of the neighborhood. Membership must be renewed on an annual, or as required, basis in order to maintain the special permit.

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(9) *Guard dog*. A person who wishes to use a dog to guard non-residential property shall first obtain a Guard Dog Permit from the Animal Control Unit.

a. Permit conditions.

i. A dog shall not be used to guard residential property.

ii. The permit application shall include the name, address, telephone number and email address of the owner of the commercial property, the name, address, telephone number and email address of the owner of the guard dog, and the location intended to be guarded by the guard dog.

iii. The permit applicant shall submit to a pre-permit inspection of the premises by the Animal Control Unit, so that an Animal Control Unit accurate physical description of the animal and property may be obtained.

iv. The permit applicant shall pay the Guard Dog Permit fee before a permit may be obtained. The permit holder shall, thereafter, pay an annual Guard Dog Permit fee. The permit application and annual permit fees shall be set by City Council resolution.

v. Prior to obtaining the permit, the applicant shall obtain liability insurance with an insurer authorized to write liability insurance in this state providing coverage in each occurrence, subject to a limit, exclusive of interest and costs, of not less than one hundred thousand dollars ($100,000) for damage or bodily injury to or death of a person caused by the guard dog.

vi. Posted Signs. The permit holder shall post guard dog warning signs at the premises protected by a guard dog, warning the public of the presence of a guard dog on the premises.

a. The warning signs shall be at least twelve (12) inches square.

b. The warning signs shall state “Guard Dog” and “Guardia” and shall show a picture of an aggressive dog.

vii. The warning signs shall be posted not more than two hundred (200) feet apart on the exterior of the fences or walls surrounding the premises and shall be posted at all exterior corners of the site and at every entrance to the premises.

b. Vehicles. Vehicles used to transport a guard dog and vehicles being protected by a guard dog shall be secured so the public is protected from injury.

i. The vehicle shall be constructed or modified to ensure that the guard dog is transported in a safe, humane manner.

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ii. The vehicle shall be conspicuously posted with guard dog warning signs on both sides of the vehicle.

c. The care and control of all guard dogs is subject to all provisions contained herein.

(10) Breeding Permit. A person who breeds a companion animal for sale and/or hobby shall purchase a Breeding Permit prior to breeding the animal.

a. All companion animals to be bred must be microchipped and registered in the name of the person who wishes to breed before a Breeding Permit will be issued.

b. A Breeding Permit must be renewed annually from the date of issuance.

c. Any person who intentionally or unintentionally breeds companion animals or causes or allows any animal subject to an Intact Animal Permit to breed must have a current Breeding Permit or can be cited and subject to a fine established by the City Council.

d. Any person who or unintentionally breeds companion animals and does not have a current Breeding Permit shall pay a litter fee established by the City Council. The fee may be refunded at the time proof of sterilization of the female animal is submitted and verified by the Animal Control Unit no later than two months from the time the female dog or cat delivers a litter.

e. No person shall intentionally or unintentionally breed a companion animal that produces more than two litters per year.

f. A breeding permit is required to advertise any companion animal for sale, gift or other transfer within the city on any online or social media website, periodical, or newspaper. The Breeding Permit number must be included in any advertisement.

g. No person shall sell, barter, exchange or give away any companion animal within the city unless a valid Breeding Permit number is clearly and legibly displayed and shall furnish the Breeding Permit number to any prospective recipient requesting the number.

(11) Intact Companion Animal Permits. Anyone owning or having guardianship, care, custody or control of companion animals that have not been sterilized in accordance with Section 7-11A-1 shall obtain an Intact Animal Permit for those animals.

a. All intact companion animals must comply with the microchip requirements set forth herein before an Intact Permit can be issued.

b. No person shall be permitted to have more than two (2) intact companion animals.

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c. If an intact companion animal that has been issued a permit is impounded twice by the Animal Control Unit, the permit will be automatically revoked and the animal will be required to be altered at the expense of the permit holder.

d. Medical Waiver Certificate – Exemption. Anyone owning or having guardianship, care, custody, or control of companion animals may seek an exemption from the Intact Animal Permit requirement if:

i. A licensed veterinarian has certified in writing that the animal is incapable of breeding or that a sterilization procedure would likely cause the animal's death, harm, or aggravate a physical condition of the animal. The certification shall indicate the medical basis for the exemption and whether the unsuitability is temporary or permanent. If temporary, the certificate shall indicate the period of time the unsuitability is anticipated to last. For an exemption to apply beyond that period, a new certificate must be obtained.

ii. Upon the acceptance of a Medical Waiver Certificate by Animal Control, the person owning or having care, custody or control shall be issued an Intact Companion Animal Permit free of charge.

iii. Medical Waiver Certificates shall be valid for one year. Upon expiration of the Medical Waiver Certificate, the person owning or having care, custody or control shall be required to reapply for the Intact Companion Animal Permit.

e. If the permit holder wants to breed an intact companion animal or if a female intact companion animal has been impregnated, the permit holder must obtain a Breeding Permit prior to the birth of the litter.

f. Application Requirements for Intact Animal Permit:

i. An application for an Intact Animal Permit must be made on the form prescribed by Animal Control Unit and shall include the following information:

1. The name, telephone number, physical address and email address of the applicant;
2. The physical description of the animal to be included under the permit and the species, breed, gender and age of the animal.
3. The permit shall apply solely to the animal specified in the application.

i. A statement from a licensed veterinarian that the animal is current on all veterinarian recommendations, including examinations, vaccinations, and treatments; and

ii. A statement affirming that the applicant is familiar with the provisions of this chapter and agrees to maintain all companion animals in accordance the provisions.

ii. An application must be accompanied by:

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1. Payment of a nonrefundable application fee in the amount adopted annually by the city council; and
2. Photographic evidence, in digital or printed form, showing the enclosure(s) where the unaltered animals are to be kept.

iii. The Animal Control Unit may require additional information and documentation as deemed necessary to determine whether a permit should be issued.

g. **Issuance and Renewal**

iv. Permits shall be issued or renewed only if the Animal Control determines that the following conditions have been met:
1. The animal is kept current on vaccinations;
2. The animal is not housed with another intact animal of the same species and opposite sex;
3. The permit holder has not had violations of the provisions of this Chapter in the preceding twenty-four (24) months;
4. The Animal Control Unit determines that approval of the permit is in the best interest of the animal as well as the health and welfare of the public.

Sec 7-32 - Cross Jurisdictional Permit Requirements

A. The keeping of the following require proof of license and/or permit from other governmental agencies prior to obtaining a special permit from the City.

(1) *Outdoor rehabilitation aviary.* A special permit is required by any person to keep or maintain an outdoor rehabilitation aviary. The Animal Control Unit will not issue this special permit without proof of a license issued by the federal government and the New Mexico Department of Game and Fish.

(2) *Birds of prey.* A special permit is required by any person to keep or maintain a bird of prey. The Animal Control Unit will not issue this special permit without proof of a license issued by the federal government and the New Mexico Department of Game and Fish.

(3) *Threatened or endangered amphibian, snake, or reptile.* Federal and state permits are required for any person to keep or maintain any species of amphibian, snake or reptile that is listed as threatened or endangered by the federal government or the state.

(4) *Certain* snakes. A special permit is required for any person to keep or maintain any snakes of the families Elapidae and Viperidae, or the three genera within the family Colubridae (Thelotornis kirtlandii, the twig snake; Dispholidus typus, boomslang; and Rhodopids, keelbacks). The Animal Control Unit will not issue this special permit until the appropriate federal and state permits are acquired.

Sec. 7-32A - Community Cats and Community Cat Caregivers:

A. All community cats shall be cared for on the private property of the caregiver or with the permission from the owner or property manager if cared for on the property of others.

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B. All community cat caregivers shall make reasonable efforts to have all free-roaming cats within their care sterilized, vaccinated, microchipped and ear-tipped for identification.

C. All community cat caregivers are required to make reasonable efforts to provide certain necessities to each community cat under his/her care on a regular/on-going basis, including, but not limited to, proper nutrition, adequate quantities of visibly clean and fresh water and medical care as needed. If medical care is unavailable or too expensive, the community cat caregiver must not allow the cat to suffer and shall contact the Animal Control Unit for its disposition.

D. Following sterilization, vaccination, microchipping and ear-tipping, unless veterinary care is required, a trapped community cat shall be released by individual(s) or the shelter where it was trapped, except as provided for herein.

E. Unless veterinary care is required, a trapped community cat received by Animal Control will be returned to the area where it was trapped by Animal Control or returned to a community cat caregiver, except as provided for herein.

F. Community cats brought to the ASCMV shall be evaluated to determine if currently socialized or have the potential to be socialized. The ASCMV shall make every effort to also distinguish between fearful, unsocialized cats and/or cats with limited ability to survive following TNR due to deafness, blindness, having been declawed, or other prohibitive condition.

G. Community cats, whether alone or under the care of community cat caregivers(s), are prohibited from being returned within three hundred feet (300') of a licensed day care center, public or private school(s), nursing home or care facility, any park, or City owned or leased facility or property (i.e. City Hall, Library, etc.). Further, community cats, are prohibited from being returned within a half (1/2) mile of the Rio Grande or within three hundred feet (300') of the edge of a designated, natural or unchannelized arroyo, unless within an enclosed cat colony.

H. No person shall move, open, close, or in any way alter an animal trap on private property being used by a resident, community cat caregiver, rescue organization, or the Animal Control Unit for trap-neuter-return of community cat(s) without authorization from the individual or organization doing the trapping.. Removal or release of any animal from such a trap is prohibited.

1. Notwithstanding the foregoing, whenever a community cat is visibly injured or diseased and appears to be suffering and it reasonably appears that such cat cannot be returned to the field or transferred to an animal rescue, the ASCMV, acting in good faith and upon reasonable belief, may humanely euthanize the cat upon the advice of a licensed veterinarian.

2. The City should provide funding annually, as part of its budget, for affordable low-cost spay/neuter specific to community cats and/or low-income residents to assist with general spay/neuter needs in the community to address the potential pet overpopulation issue from a public health perspective. Funding could be provided directly to the ASCMV or qualified non-profit partners that provide and/or coordinate such activities between residents and veterinarian service providers.

A. Community cat caregivers, when known, shall assist in resolving complaints received by the animal control unit concerning community cats.

Sec. 7-32B. Livestock.

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The keeping of livestock, including both small and large animals, is permitted in accordance with applicable City zoning designations and with the special animal permits section herein. Keeping livestock shall not be permitted in the required front, side and street side yard setbacks. and shall not be kept closer than 35 feet to an adjacent dwelling, or the primary structure of an adjacent business, excluding that of the property on which the livestock reside.

A. *Large livestock animals.* The following requirements are established for the keeping of large livestock animals such as, but not limited to, llamas, horses, mules, donkeys, swine, bovines, buffalo and beefalo. The density per acre limitation for large livestock animals, not applicable to young livestock animals below weaning age or six months of age, shall be one-half acre or more. The minimum square footage of the open lot area, not including the dwelling unit, shall be 9,000 square feet for the first animal and 6,000 square feet for each additional animal, provided the total number of such animals shall not exceed 4 animals per acre.

B. Small livestock animals. The following requirements are established for the keeping of small livestock animals such as, but not limited to, ducks, poultry, goats, sheep, and miniature horses/donkeys. The density per acre limitation for small livestock animals shall be as follows:

(1) For lots less than ½ acre, a total combined maximum of 6 such animals, and
(2) For lots greater than ½ acre, the minimum square footage of the open lot area, not including the dwelling unit, shall be 2,000 square feet for each small livestock animal, provided the total number of such animals shall not exceed 100 regardless of lot size.

Sec. 7-33. Dangerous or potentially dangerous dogs.

(A) Reporting of Potentially Dangerous or Dangerous Dogs

(1) Any person may report a potentially dangerous or dangerous dog to Animal Control.
(2) If the report is pertaining to a dog running at large, Animal Control shall impound the dog in the ordinary manner pursuant to this Chapter.

(B) Determination of status.

(1) A Las Cruces Municipal Court judge may find and declare a dog potentially dangerous or dangerous if there is probable cause to believe that the dog falls within the definition of "dangerous dog" or "potentially dangerous dog" as defined herein. The finding must be based upon:
(a) A written statement signed under penalty of perjury or a person who is willing to testify that the animal has acted in a manner which causes the dog to fall within the definition of "dangerous dog" or "potentially dangerous dog"; or
(b) A written report of the dog's actions witnessed by any Animal Control officer or law enforcement officer which causes the dog to fall within the definition of "dangerous dog" or "potentially dangerous dog"; or
(c) Other substantial evidence admissible in court.

(2) The declaration shall be in writing and shall be served on the owner/guardian of the dog by an Animal Control officer or law enforcement officer through personal service, mailing to the owner's/guardian's last known address, or posting a notice on the property of the owner/guardian.

(3) The declaration shall contain, at a minimum, the following information:
(a) Name and address of the owner/guardian of the dog.

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(b) A physical description of the dog.
(c) The address of where the dog is licensed to be kept.
(d) The classification of the dog's status as being either potentially dangerous or dangerous as defined herein.
(e) Facts upon which the declaration is based.
(f) All registration and handling requirements as well as any additional restrictions placed upon the dog.
(g) Justification for any additional restrictions imposed on the dog under subsection (B) of this section.
(h) Penalties for violation of the registration or handling requirements.
(i) Availability to appeal the declaration in accordance with Rule 1-074 NMRA.

(4) A dog shall not be declared a "potentially dangerous dog" or "dangerous dog" if:
(a) The dog was used by a law enforcement official for legitimate law enforcement purposes; or
(b) The threat, injury or damage was sustained by a person, domestic animal or livestock who was:
1. Trespassing upon premises occupied by the owner/guardian of the dog; or
2. Provoking, tormenting, abusing, or assaulting the dog or had repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or
3. Committing or attempting to commit a crime.
(c) The dog was:
1. Responding to pain or injury; or
2. Protecting itself or its offspring; or
3. Protecting or defending a human being, companion animal or livestock from attack or assault.

(5) The Animal Control Unit may convert a potentially dangerous dog to a dangerous dog status upon a breach of any condition pertaining to the potentially dangerous dog.
If Animal Control determines that the dog is a dangerous dog, Animal Control shall so apprise the owner/guardian of the dog by written notice sent by mail, hand delivered or conspicuously posted on the property.

(C) Handling requirements.

(1) Prior to receiving a Certificate of Registration for a "potentially dangerous dog," the owner/guardian shall annually establish, to the satisfaction of the Animal Control Unit, the following:
(a) The owner/guardian can keep the dog under control at all times and comply with any restrictions that have been placed on the dog by Animal Control Unit; and
(b) The dog has a current rabies vaccination; and
(c) The owner/guardian has a proper enclosure for the dog; and
(d) The owner/guardian has paid the annual fee to register a potentially dangerous dog; and
(e) The dog has been spayed or neutered; and
(f) The dog has been implanted with a microchip containing the current owner's/guardian's identification and the name of microchip manufacturer and microchip number has been provided to the Animal Control Unit; and
(g) The dog owner/owner has written permission of the property owner or homeowners' association where the potentially dangerous dog will be kept, if applicable; and

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(h) A clearly visible warning sign with a conspicuous warning symbol indicating that there is a dog on the premises.

(2) Prior to receiving a Certificate of Registration for a "dangerous dog," the owner/guardian shall annually establish, to the satisfaction of the Animal Control Unit, the following:

(a) The owner/guardian can keep the dog under control at all times and comply with any restrictions that have been placed on the dog by Animal Control; and

(b) The dog has a current rabies vaccination; and

(c) The owner/guardian has a proper enclosure for the dog; and

(d) The owner/guardian has paid the annual fee to register a dangerous dog; and

(e) The dog has been spayed or neutered; and

(f) The dog has been implanted with a microchip containing the current owner's identification and the name of microchip manufacturer, the name of microchip manufacturer and microchip number has been provided to ANIMAL CONTROL; and

(g) The owner/guardian has provided written proof that the dog has entered and completed a socialization and behavior program approved or offered by ANIMAL CONTROL; and

(h) The dog owner/guardian has written permission of the property owner or homeowners' association where the dangerous dog will be kept, if applicable; and

(i) The dangerous dog will be maintained exclusively on owner's/guardian's property except for medical treatment or examination; and

(j) If the dangerous dog is removed from the owner's/guardian's property, the dog shall be caged or muzzled and restrained with a lead no longer than four feet. The dog shall be always under complete control of the owner/guardian; and

(k) The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and

(l) A clearly visible warning sign with a conspicuous warning symbol indicating that there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from 50 feet, whichever is less; and

(m) Provide to the Animal Control Unit two color photographs of the dog which clearly show the dog's accurate color and approximate size of the dog; and

(n) The owner/guardian shall carry and provide proof to the Animal Control Unit, of an insurance liability policy of no less than $500,000 to cover any consequences of the actions of the dangerous dog.

(D) Ownership Restrictions.

(1) No person convicted of animal cruelty or animal fighting in any jurisdiction at any time is allowed to own a dangerous dog or function as the responsible person for a dangerous dog. Animal Control Unit shall immediately seek to obtain a warrant from a court of competent jurisdiction to seize the dog or shall seize the dog with the consent of the owner/guardian. Such dog shall remain in the custody of ASCMV pending adjudication and shall be handled in the ordinary manner under this Ordinance. If the owner/guardian does not request a hearing by the Court within ten (10) calendar days, such dog shall become the property of ASCMV and shall be handled in the ordinary manner under this Ordinance.

(2) Any person who registers a dangerous dog with Animal Control Unit and conceals or fails to inform Animal Control Unit that they have been convicted of animal cruelty or animal fighting is

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subject to criminal penalties for each day of possession of a dangerous dog in violation of this paragraph.

(3) The owner/guardian of a potentially dangerous or dangerous dog shall not sell, loan, transfer, give, devise, board or otherwise convey ownership or custody and control to any person without notifying the recipient in writing of the dogs designation and notifying Animal Control Unit ten (10) days prior to any change in the location of the property upon which the dog is kept.

(4) Potentially dangerous or dangerous dog shall never be allowed access to or allowed within the proximity of a child unless the child lives in the same household as the dog and the dog is under the immediate and constant control of a responsible person.

(5) No lessee shall own or possess a potentially dangerous or dangerous dog on a leasehold without the written consent of the lessor.

(E) Inspection

(1) Owners/guardians of dogs determined to be potentially dangerous or dangerous shall allow inspections of the property where the dog is kept by Animal Control Unit at any reasonable time of day. The Animal Control Unit may charge reasonable fees for inspections and assess fines for failures of compliance pursuant to the list of fees and fines promulgated by the City Council from time to time.

(2) If the owner/guardian refuses an inspection, the Animal Control Unit shall immediately seek to obtain a warrant from a court of competent jurisdiction to seize the dog or seize the dog with the consent of the owner/guardian. Such dog shall remain in the custody of ASCMV pending adjudication and shall be handled in the ordinary manner under this Ordinance. If the owner/guardian does not request a hearing by the Court within ten (10) calendar days, such dog shall become the property of ASCMV and shall be handled in the ordinary manner under this Ordinance.

(3) The Animal Control Unit may require the owner/guardian to submit to educational requirements for owners/guardians of dangerous or potentially dangerous dogs or socialization or other classes for the dog.

(F) Registration requirement.

(1) The Animal Control Unit shall annually issue a Certificate of Registration to the owner/guardian of a “potentially dangerous dog” once the owner/guardian has complied with all the handling requirements in subsection (B)(1) of this section.

(a) If a dog previously determined to be “potentially dangerous” has not exhibited any of the behaviors specified in the definition of a “potentially dangerous dog” as outlined in the city’s ordinances for 36 consecutive months, the owner/guardian may submit a written request to the Animal Control Unit to lift the requirements for registration pursuant to this section. If the Animal Control Unit has no reasonable basis to believe that the dog has exhibited the behaviors of a “potentially dangerous dog” within the past 36 months, the Animal Control Unit shall relieve the owner of the requirements of this section.

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(2) The Animal Control Unit shall annually issue a Certificate of Registration to the owner/guardian of a "dangerous dog" once the owner/guardian has complied with all the handling requirements in subsection (C)(2) of this section.

(a) If a dog previously determined to be "dangerous" has not exhibited any of the behaviors specified in the definition of a "dangerous dog" as outlined in the city's ordinances for 60 consecutive months, the owner/guardian may submit a written request to Animal Control Unit to lift the requirements for registration pursuant to this section. If the Animal Control Unit has no reasonable basis to believe that the dog has exhibited the behaviors of a "dangerous dog" within the past 60 months, Animal Control Unit shall relieve the owner of the requirements of this section.

(3) The Animal Control Unit shall maintain a list of potentially and dangerous dogs including but not limited to owner/guardian name, dog name and description, address where the dog is located, telephone number(s) and microchip number.

(G) Prohibited acts.

(1) It is unlawful for an owner/guardian of a dangerous, or potentially dangerous dog to:

(a) Keep the dog without a valid Certificate of Registration.

(b) Fail to comply with the handling requirements for the dog pursuant to subsection (C) of this section.

(c) Fail to notify the Animal Control Unit immediately upon the escape of the dog.

(d) Fail to notify the Animal Control Unit immediately if the dog causes an injury to a human being, companion animal or livestock.

(e) Fail to notify the Animal Control Unit of the dog's death within five (5) business days.

(f) Fail to notify the Animal Control Unit within 24 hours if the dog has been sold or given away and provide the name, address, and telephone number of the new owner of the dog.

(g) Fail to comply with any court order regarding special handling or care requirements for the dog.

(h) Enter and utilize any City Park or facility, including any of the dog parks.

(H) Subsequent Attack by a Dangerous Dog

(1) If a dog previously determined to be a dangerous dog commits a subsequent unprovoked attack on a person, companion animal, or livestock the Animal Control Unit shall immediately impound the dog pursuant to this ordinance and seek to obtain a warrant from a court of competent jurisdiction to seize the dog or seize the dog with the consent of the owner/guardian. Such dog shall remain in the custody of ASCMV pending adjudication and shall be handled in the ordinary manner under this Ordinance. If the owner/guardian does not request a hearing by the Court within ten (10) calendar days, such dog shall become the property of ASCMV and shall be handled in the ordinary manner under this Ordinance.

(I) Defense

(1) It is a defense to prosecution under this section that the person is a veterinarian, a peace officer, or a person employed by a recognized animal shelter, and has temporary ownership, custody or control of the animal; provided, however, that for any person to claim a defense under this section, that person must show good cause and be acting within the course and scope of his or her official duties in regards to the potentially dangerous or dangerous dog.

(J) Appeals.

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(1) Any person aggrieved by a decision to declare a dog "potentially dangerous," or "dangerous" pursuant to subsection (A) of this section may appeal the decision within 15 days to the District Court in accordance with Rule 1-074 NMRA.

(2) Any person aggrieved by a decision of the Las Cruces Municipal Court pursuant to this section may appeal in accordance with the laws of the State of New Mexico.

(K) Seizure and impoundment.

(1) Any action for the seizure and impoundment of a dog shall be brought in a court of competent jurisdiction. For the purposes of this Article, the Las Cruces Municipal Court shall be deemed a court of competent jurisdiction.

(L) Penalties

(1) Violators of Subsection G of this section are guilty of a petty misdemeanor and shall be sentenced in accordance with the provisions of Section 1-10 of the Las Cruces Municipal Code.

(2) Prosecution pursuant to this section requires a showing that:

(a) an owner/guardian knew or should have known of the propensity of a dog to inflict serious injury; or

(b) the dog had previously been found by a court to be a dangerous or potentially dangerous dog.

Sec. 7-34. Prohibited animals.

A. *Wildlife, Wild and Exotic Animals*. No person shall own, harbor or keep any species in violation of federal or New Mexico law.

B. A person shall not possess, harbor, or keep any wildlife, wild or exotic animal of a species that in its natural life is potentially dangerous. Such animals, though they may be trained and domesticated, remain a danger to others, and include, but are not limited to:

(1) Wolves, coyotes, foxes, dingoes, and other members of the non-domestic canine families including canine hybrids;

(2) Lions, pumas, panthers, mountain lions, wild cats, and other members of the non-domestic feline families, including feline hybrids;

(3) All bears (Ursidae), including grizzly bears, black bears, brown bears, etc.;

(4) Raccoons (Procyonidae), including eastern raccoon, desert raccoons, ring tailed cat, coatimundi, etc.;

(5) Mustelids, other than the domestic ferret (Mustela putorius furo);

(6) Primates (Hominidae), including all non-human great apes other than qualified service animals;

(7) Skunks;

(8) Bats;

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(9) Snakes belonging to the families Elapidae, Viperidae, and Colubridae (the twig snake, Thelotornis kirtlandii; boomslang, Dispholidus typus; and keelbacks, Rhabdophis);

(10) Lizards belonging to the family Helodermatidae (gila monsters, Heloderma suspectum, and bearded lizards, Heloderma horridum);

(11) Alligators, crocodiles, or caimans;

(12) Venomous fish and piranha; and

(13) Any species of amphibian, snake, or reptile that is listed as threatened or endangered by the federal or state government.

C. *Exceptions.* This Section shall not apply to veterinary facilities, or individuals holding a State of New Mexico Wildlife Rehabilitation or Educational Use Permit.

Sec. 7-35. Qualified service animals.

A. *Admittance.* A qualified service animal shall be admitted to any building open to the public and to all other public accommodations and shall be allowed to access a common carrier in compliance with the Service Animal Act, NMSA 1978, Section 28-11-1.1, et seq., as amended.

B. *Additional Fees.* A person shall not be required to pay any additional charges for his or her qualified service animal but shall be liable for any damages caused ~~done~~ by ~~his or her~~ the qualified service animal.

Sec. 7-36. Pet mill.

No person shall keep or operate a pet mill.

Secs. 7-37–7-39. Reserved.

ARTICLE IV
Administration and Enforcement

Sec. 7-40. Remittance of fees.

All fees, incurred and collected pursuant to this Chapter shall be remitted to the ASCMV, and placed in a restricted account to fund public spay/neuter of companion animals.

Sec. 7-41. Animal control officers.

A. Animal Control Officers shall promote public safety and the humane treatment of animals through outreach and education, enforce the provisions of this ordinance pertaining to the care, treatment, impound, handling and quarantine of animals**,** and respond and investigate animal-related incidents.

B. Animal Control Officers shall be provided with appropriate training for their position.

C. In carrying out the provisions of the Animal Control Ordinance and other applicable regulations, every Animal Control Officer is authorized to pursue any animal reasonably suspected to be in violation of any provision contained herein, onto private premises unless permission to make such pursuit is explicitly refused by an occupant of the premises.

Sec. 7-42. Enforcement authority and processes.

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A. *Investigation; right of entry.* The Animal Control Officer shall have the authority, and is directed to investigate upon probable cause, any alleged violation of this Chapter or of any other applicable animal control law, order, or regulation.

(1) Upon receiving a complaint of a violation or observing a violation of this Chapter, the Animal Control Officer is authorized to enter upon private premises, but not into a residence or a vehicle, for the purpose of inspecting and investigating such alleged violation unless accompanied by a law enforcement officer where probable cause and/or exigent circumstances are present or a warrant has been obtained**.**

(2) If the owner or occupant of any such private premises or vehicle objects to inspection or onsite investigation, a warrant shall be obtained from a court of competent jurisdiction prior to inspection; however, a warrant shall not be required if an emergency measure exists as defined herein.

B. ***Interference prohibited.***

(1) *Interference.* A person shall not threaten or interfere with the Animal Control Officer in the performance of the duties authorized by this Chapter.

(2) *False report.* A person shall not make a false report to the Animal Control Officer regarding any animal and/or person in danger or regarding any alleged violation of this Chapter.

(3) *Animal trap.* A person shall not move, open, close, or in any way alter an animal trap belonging to the City or being used by the Animal Control Unit without authorization from the Animal Control Unit. Removal or release of any animal from such a trap is prohibited.

C. *Right to destroy*. A Police Officer or Animal Control Officer who learns of an animal within the City, which reasonably appears to pose an immediate and serious threat to human life, is authorized to destroy said animal if the officer is unable to capture said animal without any substantial danger to himself/herself or others.

D. *Procedures for complaint*s. A complaint alleging any violation of this Chapter may be filed with the Animal Control Unit by an individual with personal knowledge of such violation. The Animal Control Officer may require the complainant to provide his or her name and address and swear to and affirm the complaint.

E. *Citations; criminal complaints.* When the Animal Control Officer has probable cause to believe that a person has violated this Chapter or any other applicable animal care and control law or regulation, the Officer may prepare a criminal complaint to be filed with a court of competent jurisdiction or may prepare a citation for the alleged violator to appear in court.

Sec. 7-43. Impoundment and detention.

A. *Animal Services Center of the Mesilla Valley.* The ASCMV shall serve as the primary holding facility for the impoundment of animals pursuant to this Chapter. The Animal Control Unit may designate additional locations for impoundment under special circumstances, such as special quarantine arrangements, animals held pending legal proceedings, and/or special wildlife impoundments.

(1) *Health or safety risk.* The Animal Control Officer may take emergency measures in order to seize and detain any animal that poses a present or imminent health or safety risk to

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the public. If the animal is not to be held pending court proceedings, such an impoundment shall be considered a care and maintenance impoundment for purposes of reclamation.

B. *Critically ill or injured*. The Animal Control Officer may take emergency measures in order to seize and detain any animal that is deemed by the Officer to be critically ill or injured or in real and immediate jeopardy of becoming critically injured.

(1) If the Animal Control Officer is unable to safely return said animal to the appropriate owner or caretaker within a reasonable amount of time, the Officer may deliver the animal to the ASCMV. The Animal Control Officer shall require reasonable proof of ownership/guardianship prior to releasing the animal to an owner/guardian in the field.

If the animal is not to be held pending court proceedings, such an impoundment shall be considered a *care and maintenance* impoundment for the purposes of reclamation.

(2) A trained and equipped Animal Control Officer may humanely euthanize such animal onsite if the Officer deems it necessary to alleviate the pain and suffering of the animal.

C. *Running at large.* The Animal Control Officer may detain any animal found running at large, except as otherwise provided for in this Chapter. If the Animal Control Officer is unable to safely return said animal to the appropriate owner/guardian within a reasonable amount of time, the Officer shall deliver the animal to the ASCMV. The Officer shall require reasonable proof of ownership/guardianship prior to releasing the animal to an owner/guardian in the field. If the animal is not to be held pending court proceedings, such an impoundment shall be considered a care and maintenance impoundment for the purposes of reclamation.

D. *Relinquishment/surrender.* The Animal Control Officer may detain and deliver to the ASCMV any animal relinquished or surrendered by its owner/guardian.

(1) Any person owning or having guardianship, care, custody or control of an animal requesting to relinquish the animal to the Animal Control Unit or ASCMV shall be required to complete and sign a Release of Ownership at the time of detainment or impoundment. By signing the Release of Ownership, the owner/guardian shall:

a. Affirmatively represent in writing that he or she is the legal owner/guardian of the animal;

b. Transfer ownership/guardianship of the animal to the ASCMV or other animal rescue organization.

c. Direct in writing that the animal be placed in the custody of the ASCMV or other suitable facility for disposition as the ASCMV or facility sees fit; and

d. Agree to indemnify and hold the Animal Control Unit and/or the ASCMV or other suitable facility harmless from any loss or damage it may sustain, including incurred attorney's fees, by reason of the destruction or placement for adoption of said animal.

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(2) The Animal Control Unit shall provide for the transport of a relinquished animal to the ASCMV.

a. The transport fee amount shall be established and adopted through City Council resolution.

E. *Cruelty; extreme cruelty.* An Animal Control Officer or Police Officer who reasonably believes that the life or health of an animal is endangered due to neglect, cruelty or extreme cruelty shall follow the seizure, notice, disposition, and cost procedures contained in NMSA 1978, Sec. 30-18-1.1, 1.2, and 1.3, as amended.

F. *Rabies exposure; animal surrender.*

(1) A person owning or having guardianship, care, custody, or control over an animal that bites a person shall surrender custody of said animal to the Animal Control Officer if the Officer deems it necessary to impound said animal for a quarantine isolation and observation period.

(2) If a person owning or having guardianship care, custody or control refuses to surrender custody said animal, the Animal Control Officer may seek a warrant for the seizure of the animal.

Sec. 7-44. Reclamation.

A. *Right to reclaim.* The person owning or guardianship, care, custody or control of any animal that is impounded pursuant to this Chapter shall have the right to reclaim the animal from the ASCMV during the allotted Reclamation Period upon payment of all fees that may be owed for the impoundment of such animal.

(1) Any animal not reclaimed within the Reclamation Period shall thereafter be considered the property of the ASCMV.

(2) The Reclamation Period may be interrupted if it is determined by the staff of the ASCMV that euthanasia of the animal is necessary due to the animal being in severe, acute distress, or if the animal is irremediably suffering.

(3) The ASCMV shall hold any animal impounded for running at large without pet identification for a minimum Reclamation Period of three (3) days following impoundment with the exception of community cats impounded for TNR.

(4) The ASCMV shall hold any animal impounded for running at large with pet identification for a minimum Reclamation Period of five (5) days following impoundment.

(5) The ASCMV shall not be required to hold for any minimum Reclamation Period any animal that has been relinquished to the ASCMV by its owner/guardian.

(6) The ASCMV shall hold the body of any deceased animal delivered to the ASCMV with pet identification for a minimum Reclamation Period of 24 hours.

(7) The ASCMV shall not be required to hold for any minimum Reclamation Period any deceased animal delivered to the ASCMV without ~~P~~pet ~~i~~identification.

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(8) The ASCMV shall hold any animal impounded as a care and maintenance impoundment for a minimum Reclamation Period of five (5) days following impoundment.

(9) The owner/guardian may not reclaim any animal that has been placed under a court-ordered detainment without court authorization.

(10) Any animal placed under quarantine shall be held for the full quarantine isolation and observation period before said animal may be reclaimed by the owner/guardian, unless a home quarantine is authorized by the Animal Control Officer.

B. *Impoundment fees.* Fees for the impoundment and boarding of each animal shall be established by the ASCMV Board or its designee and shall be collected and retained by the ASCMV.

(1) Payment of such impoundment and boarding fees shall not bar the imposition of any fine that may be imposed by a court of competent jurisdiction for the violation of this Chapter or state law.

(2) Boarding fees may be included for each day or fraction thereof of impoundment for feeding and care for such animal.

(3) The owner/guardian of any animal impounded shall be responsible for all fees associated with such impoundment and boarding whether or not the animal is reclaimed.

(4) All fees associated with such impound shall be paid to the ASCMV.

C. *Proof of vaccination.* A person reclaiming a companion animal judged to be three (3) months of age or older by the ASCMV staff and that was seized or apprehended from an address or location within the City shall provide a current rabies vaccination certificate for said animal before the animal may be reclaimed from the ASCMV.

(1) If a current rabies vaccination certificate is not provided, the owner/guardian or community cat caregiver shall obtain a new vaccination from the ASCMV before said animal may be reclaimed.

(2) The fees for the rabies vaccination shall be set by and payable to the ASCMV.

D. *Proof of microchip.* Proof of a working implanted microchip in a companion animal judged to be three (3) months of age or older by the ASCMV staff shall be obtained by the ASCMV staff before such animal may be reclaimed.

(1) Proof of the microchip implantation shall be a scan of the animal by ASCMV staff member confirming the presence of a working identification microchip.

(2) If proof of a working microchip is not detected, the owner/guardian or community cat caregiver shall be charged for implantation of a new microchip by the ASCMV before the animal may be reclaimed.

(3) The microchip and corresponding owner/guardian or community cat caregiver contact information shall be registered by the ASCMV.

(4) The microchip fee shall be set by and payable to the ASCMV.

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E. *Proof of sterilization.* A person reclaiming a companion animal that was seized or apprehended from an address or location within the City shall provide proof that the animal has been sterilized before the animal may be reclaimed if such condition is not readily obvious to the ASCMV staff.

(1) Proof of sterilization shall consist of a written certificate by a veterinarian stating that the animal has been sterilized, or that sterilization would be an unnecessary surgical risk for the animal due to its age or physical condition, pursuant to Section 7-11A-1.

(2) If proof of sterilization cannot be provided or such condition is not readily obvious to the ASCMV staff, the owner/guardian of an intact animal shall be sterilized prior to reclamation or an Intact Animal Permit obtained. The owner/guardian must pay all impound fees and sterilization authorization and fee.

F. *Release of Community Cats*. Prior to release of any community cat, a licensed veterinarian must establish that the cat has been sterilized, microchipped, vaccinated for rabies, and ear tipped. Community cats without microchip identification are not subject to the Reclamation Period of three (3) working days.

Sec. 7-45. Penalties.
Animal Control may issue a correction warning to a person who violates this chapter, requiring the owner to correct the violation, in lieu of a citation, unless the violation endangers the health or safety of the animal, the animal has been wounded as a result of the violation, or a correction warning has previously been issued.

Any person who violates a provision of this ordinance shall be deemed guilty of a crime, and upon conviction, shall be subject to the penalty provisions set by Council Resolution and/or Sec. 1–10 of this Code, as amended.

Every violation of this ordinance shall be a separate offense. Every day this ordinance is violated shall be considered a separate offense. When multiple animals are involved in the violation, each animal shall be considered a separate offense. Upon receipt of a citation, the person cited must appear in court.

The imposition of a penalty does not prevent revocation or suspension of a permit or other administrative actions.

Notwithstanding any of the penalties contained herein, in the event any animal damages property, whether public or private, or causes injury to any person or animal, and such damage or injury is found to have been an element of the violation of any provision of this Ordinance, the court may, at its discretion, require the defendant to make restitution within a reasonable time to the victim of said damage or injury.

Sec. 7-46. Fees and Penalties
Fees and penalties pursuant to this Section shall be established by City Council.

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Chapter 7 – ANIMALS

~~PREAMBLE~~

~~The City believes the people of Las Cruces should treat companion animals as more than inanimate chattel property and recognize that the relationship between humans and animals is a special relationship that improves lives and reflects basic humanitarian beliefs. Companion animals are sentient beings and can feel emotion, form attachments and have distinct personalities.~~

~~The City believes that the public mind- set toward animals must shift to the more progressive, humane, and compassionate attitude evident in other jurisdictions.~~

~~The City believes that it has a responsibility to fund free low- and moderate-income microchipping and spay and neuter programs through fees collected through its Animal Ordinance and from general fund monies.~~

~~The City shall endeavor to work toward the prevention of animal attacks on humans and other animals. Laws against tethering animals, stricter laws dealing with animal overpopulation, and enforcing animal restraint and housing laws are tools to help eliminate dogs roaming at large and will ultimately help make our community safer.~~

~~Studies have shown that dogs that bark excessively, and not in response to any apparent stimulus, create a public nuisance. Many dogs spend much of their lives alone in yards or restrained by ropes or chains. Dogs that are restrained by chaining or tethering are more likely to create barking problems, are more likely to be aggressive toward humans and other animals and are more likely to run away and end up in animal shelters that have no choice but to euthanize them.~~

~~The City finds it needs to oppose the restraint of companion animals by ropes or chains and owners who refuse to provide adequate care or supervision for companion animals in their charge.~~

~~Studies have shown that spayed and neutered animals are less likely to run loose, bark excessively, and endanger the public and other animals. Most importantly, altered animals do not add to the animal overpopulation problem and they live healthier lives. Altered animals are less likely to end up at animal shelters that have no other option but to destroy~~ euthanize ~~those animals.~~

~~We believe the companion animal over-population in the City endangers animals and human beings. Animal overpopulation requires taxpayers to bear the burden of caring for thousands of unwanted or lost animals. In fiscal year 2021-22, the Animal Services Center of the Mesilla Valley was forced to euthanize an~~ 1,612 ~~unwanted dogs and cats. We must lower the overwhelming supply of animals, bringing it in line with the much lower demand.~~

~~We believe Las Cruces should join jurisdictions that have abandoned the common law rule of categorizing animals as chattel property, subject to the complete discretion of the owner.~~

~~Studies have shown that animal abuse has a direct and significant correlation with domestic violence, child abuse, and elder abuse. There are several obvious indicators of animal abuse and neglect that should be much more vigorously investigated and prosecuted to help uncover other abuse occurring in the family. In many abuse situations, the victim is not willing to leave behind an animal that will almost certainly become the next victim of abuse. Although domestic violence and emergency shelters provide an invaluable service, they do not accept animals.~~

~~The City believes judges have a significant role in the disposition of animal cases. We believe our courts need to strictly fully enforce animal abuse laws possible and to treat animal abuse as a serious offense, because all types of abuse have a direct correlation and must be considered unacceptable behavior.~~

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~~The City believes that dangerous dogs threaten the health and safety of inhabitants of the city, especially young children and others unable to protect themselves from vicious attacks. The City Council finds that owners/guardians who allow their dangerous dogs to run loose in the city or fail to restrain those dogs safely and humanely on their property are criminally and civilly liable for the harm those dogs cause.~~

~~The City believes that dogs that have mortally wounded either a person or a companion animal without provocation or that have attacked again after previously being deemed a dangerous dog, pose an immediate danger to the health and safety of the inhabitants of the city and should be subject to permanent removal and court ordered euthanasia. The City further finds that owners/guardians who allow their dangerous dogs to run loose in the city or fail to restrain those dogs safely and humanely on their property create a nuisance that must be abated pursuant to the city's civil remedial powers under state law. The City finds that it is reasonable to prevent the worst offenders from being able to own dogs in the City of Las Cruces.~~

~~The City believes that animals should be considered sentient beings that feel both physical and emotional distress and pain, and that can form meaningful bonds with humans, and their physical and psychological well-being should be the primary concern when establishing and effectuating these ordinances.~~

Article I – GENERAL PROVISIONS

Sec. 7-1 – Short title and legislative intent.

(a) This chapter shall be known as and may be cited as the "Animal Care and Control Ordinance."

(b) It is the intent of the Las Cruces City Council that enactment of this chapter will increase the protection of animals from neglect, abandonment, and abuse; encourage responsible ownership/guardianship and caretaking of animals; reduce potential nuisance issues associated with animals; reduce predation by ~~domestic~~ companion animals; and minimize the number of healthy or treatable companion animals euthanized, while protecting the public from illness or injury ~~of~~ by animals.

(c) It is the further intent of the Las Cruces City Council for this chapter to ensure that animals within the City are:

a. Free from hunger and thirst – by ready access to fresh water and diet to maintain health and vigor;
b. Free from discomfort – by providing an appropriate environment including shelter and a comfortable resting area;
c. Free from pain, injury or disease – by prevention and rapid diagnosis and treatment;
d. Free to express normal behavior – by providing sufficient space, and proper facilities; and
e. Free from fear and distress – by ensuring conditions and treatment which avoid physical and mental suffering.

(d) It is the further intent of the Las Cruces City Council for this chapter to encourage responsible companion animal ownership/guardianship through:

a. Owner/guardian identification through ~~and~~ pet microchipping;
b. Population management primarily through sterilization;
c. Humane care and control;
d. Vaccination against rabies; and
e. Physical control of companion animals ~~pets~~.

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(e) ~~It is the further intent of the Las Cruces City council that this chapter be consistent to the extent possible with the animal control ordinance adopted by Dona Ana County~~.

Sec 7-2. – Definitions
For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Abandonment (or to abandon). A person commits the crime of animal abandonment if a person intentionally, purposely, knowingly, recklessly, or with criminal negligence, leaves a companion animal at a location permanently or temporarily without providing for the animal's proper feeding and continued care. ~~To leave an animal for more than 24 hours without providing effective provisions for its proper feeding and care~~. The term "abandonment" (or "to abandon") does not apply to a person or organization operating a ~~permitted~~ community cat colony or returning cats as part of a Trap-Neuter-Return Program.

Amphibian. Any organism belonging to the vertebrate class Amphibia (including but not limited to frogs, toads, salamanders, and caecilians).

Animal. Any vertebrate member of the animal kingdom excluding humans.

Animal ~~Care and~~ Control Officer. Any person authorized to enforce this ~~Animal control~~ Ordinance and other applicable animal control laws, orders, and regulations.

~~Animal control supervisor. The supervisor or director of the animal control unit.~~

~~Animal control unit. The Animal Control Officers and City support staff for the implementation of the control of animals.~~

Animal Services Center of the Mesilla Valley (ASCMV). The governmentally operated animal shelter that serves as the primary impoundment facility for stray, lost, abandoned or surrendered animals in the City of Las Cruces, or its successor.

Animal Shelter. Either a governmental or private organization that provides a temporary home for stray lost, abandoned or surrendered ~~pet~~ animals until the animal is reclaimed by the owner or community cat caregiver, adopted to a new owner, placed with another organization or euthanized.

Animal fighting paraphernalia. Equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to: (1) instruments designed to be attached to the leg of a bird, such as a boxing gloves, knife, gaff, or other sharp instrument, and (2) items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives~~, and (3) the presence of any animal that appears to be a fighting animal alone or together with animals suspected of being used as bait animals including but not limited to rabbits, cats, and other dogs~~.

Bait animal. An animal used to train and/or condition other animals to fight and includes, but is not limited, to dogs, cats, and rabbits exposed to attack by other animals used or trained to be used in fighting or to make the attacking animal more confident and aggressive.

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Bite. An injury inflicted upon another, whether to a person or another animal, by the teeth of an animal ~~actual puncture or tear of the skin that draws blood inflicted by the teeth of an animal~~. It is not necessary that the bite draw blood.

Breeder. A person who keeps, maintains or harbors any intact companion animal for the purposes of breeding, whether intentional and unintentional.

Breeding. Allowing, either intentionally or unintentionally, a companion ~~domestic~~ animal to produce offspring.

Canine hybrid. Any offspring resulting from the breeding of a domestic species of ~~breed of~~ canine with ~~that of a~~ wild species ~~or breed~~ of canine, such as a wolf or coyote. Any animal which at any time has been or is advertised, or otherwise described, or represented as a canine hybrid, such as a wolf-dog, or wolf hybrid by its owner to an Animal Care and Control Officer, veterinarian, police officer, ASCMV, or official of the department of health shall be considered a canine hybrid for purposes of this chapter. An animal shall not be judged to be a canine hybrid based ~~strictly~~ solely on appearance.

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~~Circus. A commercial variety show featuring animal acts for public entertainment.~~

Collar. A band, chain, harness, or other suitable device worn around the neck or torso of an animal to which current rabies vaccination and identification tags can be affixed.

Community cat. An unowned, free-roaming cat or a cat cared for as part of a ~~kept in an enclosed~~ cat colony, that ~~is~~ may be ear tipped and may be cared for by one or more persons ~~residents of the immediate area and that is/are known and attributed to the resident(s);~~ a community cat may or may not be feral. Community cats that have been trapped-neutered-returned must have their microchip registered with the ASCMV, with or without a known community cat caregiver~~. See LMC Section 7-31(m)(1) 7.~~

Community cat caregiver. A non-profit organization, person(s) or the ASCMV, ~~that may be registered with the Animal Control Unit,~~ who, in accordance with a good faith effort to conduct Trap-Neuter-Return, provides care to a community cat. This care includes providing food, shelter, and medical care to a community cat. However, community cat caregivers are not the owner, harborer, or keeper of a community cat and do not have custody of a community cat. ~~See LCMC Section 7-31(m)(1) – (7).~~

COMPANION ANIMAL. A dog or cat whose physical, emotional, behavioral and social needs can be met as companions in the home or in close daily relationship with humans.

Confinement. Restriction of an animal at all times by an owner/guardian ~~or keeper~~ to an escape proof building ~~or other~~ enclosure away from the public.

Cruelty. Intentionally or maliciously mistreating, injuring, killing without justification, tormenting an animal, abandoning, or failing to provide the necessary sustenance to an animal under that person's custody and/or control.

Dangerous dog. ~~A dog as defined under the Dangerous Dog Act, NMSA 1978, Sec. 77-1A-2 et seq. Any dog that has caused, without provocation a serious bite injury to a person, companion animal, or~~

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~~livestock and has not been declared a vicious dog.~~ A dog that has caused a serious injury or death to a person or domestic animal.

Declawing. The surgical amputation of an animal's claws or part of an animal's phalanges, by means of an onychectomy, partial or complete phlangectomy, or partial or complete tendonectomy.

Devocalization (also termed debarking, devoicing, or bark softening). A surgical procedure performed under general anesthesia to respect varying amounts of an animal's vocal cords.

Domesticated animal. ~~A species of animal that has been domesticated to serve as a companion animal to humans, including dogs cats, and ferrets or a work animal for humans, or for human consumption~~. Animals that have been selectively bred and genetically adapted over generations to live alongside humans. They are genetically distinct from their wild ancestors or cousins. Animal domestication falls into three main groupings: domestication for companionship (i.e. dogs and cats), animals farmed for food (i.e. sheep, cows, pigs, turkeys, etc.), and working or draft animals (i.e. horses, donkeys, camels).

Ear Cropping. Removal of part or all of the external flaps of an animal's ear. The procedure sometimes involves bracing and taping the remainder of the ears to train them to point upright.

Ear tipping. The removal of the distal one-quarter of a community cat's left ear, which is approximately ¼ ~~3/8~~ inch~~, or 1 cm,~~ in an adult and proportionately smaller in a kitten~~. This procedure is performed~~ while the cat is under anesthesia~~, in compliance with any applicable federal or state law, and~~ under the supervision of a licensed veterinarian. ~~Eartips are designed to identify a community cat as being sterilized, microchipped, and lawfully vaccinated for rabies at the time of eartipping.~~

Emergency measures. Any action taken by an Animal Care and Control Officer in order to preserve the health and/or life of an animal or human being, including but not limited to entering vehicles or premises, given probable cause, and detaining the animal to prevent ~~present of~~ imminent suffering to the animal, a human, or another animal.

Enclosure. An area completely surrounded by a wall, fence, or animal pen of sufficient height and strength to contain the animal(s) within.

Estrus. The period of fertility (a female in heat) ~~as it relates to a female animal~~.

Fancy pigeon. A pigeon which through past breeding, has developed certain distinctive physical and performing characteristics as to be clearly identified and accepted as such by the National Pigeon Association, the American Pigeon Club, or the Rare Breeds Pigeon Club. Examples include fantails, pouters, and trumpeters.

~~Feline Hybrid. Any offspring resulting from the breeding of a domestic species or breed of feline with that of a wild species or breed of feline, such as an African Seval cat. Any animal which, at any time, has been or is advertised, or otherwise described, or represented as a feline hybrid by its owner, community cat caregiver, or the ASCMV to an Animal Control Officer, veterinarian, police officer, or official of the Department of health shall be considered a feline hybrid for the purposes of this article. An animal shall not be judged to be a feline hybrid based strictly on its appearance.~~

Feline hybrid. Any offspring resulting from the breeding of a domestic species of ~~breed~~ of feline with ~~that of~~ a wild species ~~or breed~~ of feline, such as an African Serval. Any animal which at any time has

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been or is advertised, or otherwise described, or represented as a feline hybrid, by its owner/guardian to an Animal Care and Control Officer, veterinarian, police officer, ASCMV, or official of the department of health shall be considered a feline hybrid for purposes of this chapter. An animal shall not be judged to be a feline hybrid based ~~strictly~~ solely on appearance.

Feral. An ~~individual~~ animal ~~of a domesticated species~~ that is not behaviorally compatible with humans, and is therefore not suitable to serve as a ~~pet~~, companion animal, or work animal. ~~Feral cats include all cats that by physical aspect and behavior are deemed to be un-owned and may have been trapped for purposes of improving public health and limiting reproduction.~~

Field health office. The Public Health Office(s) located in each county and administered by the Public Health Division of the New Mexico Department of Health.

Foster care site, residential. ~~Any premises on which more than three dogs, three cats, or any combination thereof up to seven are temporarily cared for~~. ~~These animals have been rescued and are in need of permanent homes.~~ Any residence utilized as a temporary living situation for shelter/rescue animals while they await placement in a permanent home or transfer to a rescue. These sites have been approved ~~for foster care~~ by the Animal Control Unit, ASCMV, or by non-profit animal adoption agencies in the community.

Found Animal Report. ~~A notice~~ Notification ~~submitted~~ to the ASCMV by the finder of an ~~unclaimed or stray~~ animal, excluding community cats, Animal Care and Control Unit accurately describing the animal and the conditions under which the animal was found, including location, date, and time. Such a report, which may be made in writing or by telephone to the ASCMV, shall also include the name and Animal Care and Control Unit accurate contact information ~~for~~of the person responsible for submitting said report.

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Guard dog. A dog that is used to protect ~~a~~ commercial property, but excludes a dog used exclusively to guard livestock.

Guardian. A person(s) having the same rights and responsibilities of an owner, and both terms shall be used interchangeably. A guardian shall also mean a person who possesses, has title to or an interest in, harbors or has control, custody or possession of an animal and who is responsible for an animal's safety and well-being.

Harbor. To intentionally allow ~~, either intentionally or unintentionally,~~ any stray animal to linger on one's premises by feeding, ~~such animal~~ without making all ~~effective~~ provisions ~~for such animal~~ as required by this chapter. Persons harboring an animal shall be subject to the provisions of this chapter applicable to a person owning or having custody, care, or control of an animal. The term "harbor" does not apply to a person or organization ~~operating a~~ implementing Trap-Neuter-Return ~~program~~.

Humane. To have compassion, ~~benevolence~~, kindness, ~~and~~ sympathy and consideration for an animal's welfare, ~~for people and animals,~~ especially those suffering or in distress.

Identification microchip. A small integrated circuit made of inert, biocompatible material that will not disintegrate or rust, implanted via injection beneath the skin of an animal typically in the area between the animal's shoulder blades, ~~and~~ which stores a unique, unalterable, alphanumeric code which can be

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registered to correspond with contact information for the owner/guardian or community cat caregiver. ~~of the animal or community cat caregiver.~~

Immediate control. Direct physical control over an animal by a capable and competent person by use of:

(1) A humane secure collar or harness and leash of no more than 12~~16~~ feet in length for a dog; or
(2) A humane secure leash in conjunction with a properly fitting harness for a cat or ferret; or
(3) A humane secure and appropriate portable animal crate or cage for any animal.

Impound. To place an ~~domesticated~~, animal, through humane capture, through the animal control unit, of the City of Las Cruces, or by the public, ~~to be delivered and secured~~ at the ASCMV for reclaim, adoption, rescue or other practices established by the ASCMV and in keeping with this Chapter. For community cats this can include documented capture and reporting by the animal control unit to the ASCMV, without formal apprehension and securing at the ASCMV, but reporting the capture to the ASCMV in accordance with their adopted practices and as required by this Chapter.

Impoundment facility. Any animal facility, kennel, shelter, veterinary hospital, ~~lot,~~ premises, or building maintained, contracted, or utilized by the City for the care and custody of animals.

Inspection. A visual check by the Animal Control Unit of any premises ~~to ensure that no violations of this Chapter are present~~.

Isolation. The confinement of an animal in an escape proof enclosure or area ~~run or cage~~ so that there is no possibility of direct contact with other animals or humans, except for the minimum contact ~~by~~ with humans that may be required to maintain the wellbeing of the animal.

~~Laboratory. The Scientific~~ Laboratory ~~Division (SLD) of the New Mexico Department of Health.~~

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Livestock. All animals used ~~that have been domesticated~~ for land cultivation and/or ~~domesticated animals that are used for~~ human consumption ~~and includes horses, asses, mules, cattle, bison, buffalo, beefalo, camelids, ostriches, emus, rheas, sheep, goats, swine, peafowl, poultry, and farmed Cervidae~~, but excludes ~~canine or feline~~ companion animals.

~~Litter. A group of one or more young animals born at the same time from the same~~ mother~~.~~

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Loft. The structure for keeping or housing pigeons permitted by this ordinance.

~~Microchip. Refer to identification microchip.~~

~~Microchipped. To have had a working registered identification microchip implanted.~~

Missing animal report. ~~A written notice~~ Notification submitted to the ASCMV by the owner/guardian of a missing animal, Animal Care and Control Unit accurately describing the animal and the conditions under which the animal was last seen, including location, date, and time. Such a report shall also include then name and Animal Care and Control Unit accurate contact information for the person responsible for submitting said report.

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Multi-animal site, ~~commercial~~ non-residential. Any premises on which buying, selling, breeding, training, or boarding of ~~a combination of eight or more~~ more than one companion animal ~~dogs or cats~~ four months of age or older~~, are kept; or where the business of buying, selling, breeding, training, or boarding of such animals~~ is conducted, but does not include veterinary hospitals or the ASCMV. ~~Such premises were formerly defined as a commercial kennel~~.

Multi-animal site, residential. Any ~~premises~~ residence ~~i~~n which more than three companion animals ~~dogs, three cats, or any combination thereof in excess of three~~, but not more than seven in number, four months of age or older, are kept and on which premises the business of buying, selling, breeding training or boarding for compensation is not ~~carried~~ conducted. ~~with the exception that the sale of not more than two litters per year for each site shall be permitted.~~ Buying, selling, breeding, training, or boarding of such companion animals for compensation shall be deemed to be a commercial activity not allowed in a residential area unless otherwise permitted by applicable zoning regulation. Such premises were formerly defined as a private residential kennel. Requirements for a multi-animal site, residential, shall not apply a foster care site or community cat colony.

~~Neutered. Refer to Sterilized.~~

NEGLECT. The failure of an owner/guardian to provide care for an Animal in the Owner's Custody which failure causes an Animal to suffer physical ~~or emotional~~ harm.

Negligent/irresponsible owner. A person who has violated any provision of the Animal Control Ordinance and has been charged in the Las Cruces Municipal Court with such offenses more than two (2) times within a three hundred sixty-four (364) day period or has surrendered an animal to the ASCMV two (2) times or more within a three hundred sixty-four (364) day period.

Nuisance. A disturbance caused by an animal, excluding community cats, to the comfort and repose of any person of ordinary sensibilities in the vicinity. See also Chapter 18 – Nuisances of this Code.

Owner. A person eighteen (18) years of age or older ~~or the parent or guardian of a person under eighteen (18) years of age~~ who owns, harbors, is the guardian of, or keeps an animal or permits an animal to remain on or about their property ~~premises owned or controlled by him/her~~. The term "owner" does not apply to a community cat caregiver.

Performing animal exhibition. Any spectacle, display, act, or event, ~~other than a circus,~~ in which performing animals are used and to which the general public is invited.

Permit. An official document or certificate issued by the Animal Care and Control Unit authorizing the keeping or harboring of specific animals on specific premises.

Pet. Any ~~domesticate~~ animal kept as a companion animal, and not intended to be used for farming or human consumption. Livestock shall not be considered a pet ~~even if kept as a companion animal and not used for farming or human consumption.~~ ***Need to review in light of definition of Livestock***

Pet identification. A rabies tag, ~~pet license tag, microchip tag,~~ ~~pet~~ identification tag, ~~identification~~ microchip, or any other ~~potential~~ source of owner or community cat caregiver contact information associated with an ~~impounded~~ animal. ~~that may be obtained by the ASCMV staff~~. For purposes of reclamation under section 7-44 of this Chapter, an animal shall not be considered to be in the possession of pet identification if such tags or the owner or community cat caregiver contact information proves to be invalid.

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Pet mill. A ~~commercial pet~~ companion animal breeding facility operated with an emphasis upon profits above animal welfare and which is often in substandard conditions regarding the well-being of the animal at the facility~~,~~. ~~which s~~Substandard conditions include but are not necessarily limited to overbreeding, inbreeding, minimal veterinary care, poor quality of food and shelter, lack of human socialization, overcrowded cages, and the killing of unwanted animals.

Pigeon. A member of the family of Columbidae and permitted species shall be restricted to racing pigeons and sporting pigeons, as defined in this subsection. The maintaining of undomesticated common variety pigeons is prohibited within the ~~County~~ City limits.

Poisonous and/or toxic substance. Any subs ortance, when introduced into the body of a person or animal, causes injury, illness or death.

~~Police officer. Any commissioned or certified law enforcement officer of a police,~~ sheriff's~~, or public safety department.~~

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Potentially dangerous dog. ~~A dog as defined under the Dangerous Dog Act, NMSA 1978, Sec. 77-1A-2, et seq., as amended.~~ **POTENTIALLY DANGEROUS DOG.** A dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:

(1) Causing an injury, that is less severe than a serious injury ~~other than a bite injury~~, to a person, domestic animal, or livestock; or

(2) Chasing or menacing a person or domestic animal or livestock in an aggressive manner and without provocation; or

(3) Acting in a highly aggressive manner within a fenced yard or enclosure and appearing able to ~~jump~~ escape out of the yard or enclosure.

Potential rabies suspect animal. Any animal that has bitten a person ~~causing a puncture or tear of the skin,~~ potentially exposing the person to rabies.

Premises. ~~Any parcel of land and the structures thereon.~~ A parcel of land owned, leased, rented, or controlled by any person. Such parcel of land may include one or more structures.

Protective Custody. The temporary control over and care of an animal housed at the ASCMV or at a veterinarian's facility.

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~~Public nuisance. As defined in Chapter 18 of this Code, excluding community cats.~~ NOTE: **Chapter 18 is Nuisance, not public nuisance.**

Qualified service animal

(1) An animal recognized as a service animal under either federal regulations implementing the Americans with Disabilities Act, or NMSA 1978, Chapter 28, Article 11, which is the New Mexico Service Animal Act, and as amended.

(2) As defined in NMSA 1978, Section 28-11-2(b) (2013), a qualified service animal does not include a pet, an emotional support animal, a comfort animal, or a therapy animal.

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Quarantine. The strict isolation of a ~~potential~~ rabies suspect animal for a ten-day observation period at a place and in a manner designated by the Animal Care and Control Officer and approved by a field health office.

Rabies vaccination. The injection of an approved rabies vaccine by or under the supervision of a licensed veterinarian.

Racing pigeon. A pigeon which, through selective past breeding, has developed the distinctive physical and mental characteristics as to enable it to return to its home after being released a considerable distance therefrom, and which is accepted as such by the American Racing Pigeon Union, Inc., or the International Federation of Racing Pigeon Union, Inc., or the International Federation of Racing Pigeon Fanciers. Examples include the racing homer, homing pigeon, or carrier pigeon.

Reclamation period. The length of time made available to an animal's owner/guardian or community cat caregiver, during which he or she may reclaim such animal from the ASCMV ~~as his or her personal property.~~ The reclamation period shall be measured in working days, which shall include any day in which the ASCMV~~'s reclamation department/office~~ is open to the public for a minimum of three continuous hours. The three-day reclamation period shall not apply to a community cat without identification ~~and~~ or determined to be feral to the best ability of ASCMV staff.

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Release of ownership (or owner relinquish/surrender). A document to be signed by the owner/guardian of an animal in which he or she relinquishes/surrenders all right and title of the animal to the Animal Care and Control Unit or ASCMV.

Residence. A person's home; the place where someone lives. ~~A building used by a person as a place of general abode, or as a principal or actual dwelling place in fact, without regard to intent.~~

Restraint. Any of the following:

(1) To be under the immediate physical control of a capable and competent person; or
(2) ~~To be secured by a tether confining the animal within the owner's premises; or~~
(3) To be secured within an escape-proof enclosure within the owner's premises.

Running at large (or to run at large). To be free of physical restraint beyond the premises of the owner or keeper, excluding community cats, and dogs using a dog park in compliance with park rules.

Serious Injury. A physical injury that results in broken bone(s), multiple bites, or disfiguring lacerations that necessitate sutures, stitches, or reconstructive surgery. It is not required that such disfigurement be permanent in nature.

Sexual abuse of animals. Any sexual act, including but not limited to, ~~intentionally~~ engaging in sexual intercourse, cunnilingus, fellatio, or anal intercourse ~~with an animal~~ or the causing of penetration for the purpose of sexual gratification and/or inflicting physical abuse, to any extent and with any object, of the genital, ~~or~~ anal, or oral openings of an animal by a person.~~, whether or not there is any emission~~.

Spayed. Refer to sterilized.

Sporting pigeon. A pigeon which, through selective past breeding, has developed the ability to fly in a distance manner, such as aerial acrobatics or endurance flying. Examples include roller and tipplers.

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Sterilized. To be rendered permanently incapable of reproducing ~~offspring~~ by a licensed veterinarian.

Stray. ~~Refer above to an animal Running at large~~. Any animal that is lost, abandoned, unclaimed by any person, or running at large.

Tail Docking. Removal of any portions ~~of~~ an animal's tail.

Tether. To restrain an animal by means of a chain, lead, runner, cable, rope, or similar device attached to either a stationary object or to a running line, pulley, or trolly system.

Therapy animal. As defined in NMSA 1978, Section 28-11-2(1) (2013), as amended, a therapy animal also known as an emotional support animal or comfort animal is an animal selected to accompany an individual with a disability that does not work or perform tasks for the benefit of an individual with a disability and does not accompany at all times an individual with a disability. Also, an animal used as a therapeutic tool to improve social, emotional, or cognitive function, improve communication, reduce stress and violence and to provide health-promoting, preventive and rehabilitative measures.

Therapeutic purpose. A procedure necessary to address an animal's physical medical condition. Therapeutic purpose includes procedures that address an existing or recurring illness, infection, disease, injury, or abnormal condition that compromises the animal's health. "Therapeutic purpose" does not include cosmetic or aesthetic reasons or reasons of convenience.

Trap. A humane device for catching and holding animals.

Unrestrained. To be free of physical restraint.

Venomous animal. Any animal with the capability of causing harm by the introduction of a toxic or poisonous substance into the body of another animal or human being.

Veterinarian. A person with a doctor of veterinary medicine degree licensed to practice veterinary medicine in the state of New Mexico and in good standing with the State Veterinary~~ian~~ Board.

Veterinary hospital or clinic. Any licensed establishment maintained and operated by a veterinarian for surgery, diagnosis, and treatment of diseases and injuring of animals.

Vicious animal/dog. An animal which kills or severely injures (so as to result in muscle tears or disfiguring lacerations, requires multiple sutures, or extensive corrective or cosmetic surgery) a person or companion animal without provocation. Vicious animal does not include an animal which bites, attacks or injures a person or animal that is unlawfully upon its owner's/guardian's premises. The provocation of an animal by a person is an affirmative defense to a charge of keeping or harboring a vicious animal.

Working dog. Any police, search and rescue, tracking, hunting, or livestock dog.

Weaned. Gradually introducing an infant animal to what will be its adult diet while withdrawing the supply of its mother's milk or its alternative, as in bottle feeding.~~.~~

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Wild animal. Any vertebrate animal(s) under the jurisdiction of the New Mexico Department of Game and Fish.

~~Wildlife. Any wild, exotic, or nondomestic mammal, bird, reptile, amphibian, fish, mollusk, or crustacean.~~

ARTICLE II. – ANIMAL CARE AND OWNERSHIP RESPONSIBILITIES

Sec. 7-10. – General care and maintenance requirements.

(a) ~~Animal well-being.~~ A person owning or having the guardianship, care, custody, or control over an animal shall provide such care ~~and husbandry~~ as to maintain the good health and well-being of the animal and shall:

(1) Provide an animal with adequate amounts~~, and with adequate frequency,~~ of fresh potable water and wholesome food ~~sufficient~~ with adequate frequency and appropriate and sufficient for the species, life stage, and medical condition ~~of the animal~~.

(2) Shelter. Any person who owns, has guardianship of, or has care, custody or control of an animal without ready access to, or the ability to enter a house, apartment, office building, or other permanent structure, that is left outdoors, shall provide ~~it~~each animal with shelter appropriate to its breed, physical condition and the climate.

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a. Minimum standards for determining whether shelter is appropriate to the animal's breed, physical condition and the climate shall include:

i. A shelter with a waterproof roof;

ii. Elevated flooring sufficient to prevent water from entering and proper ventilation;

iii. Clean, species appropriate bedding on the floor in colder months;

iv. Structurally sound with insulation appropriate to climate conditions and sufficient to protect the animal from inclement weather;

v. Constructed to allow each animal adequate freedom of movement to make normal postural adjustments, including the ability to stand up, turn around and lie down with its limbs outstretched;

vi. Allow for effective removal of excretions, other waste material, dirt, and trash; and

vii. Sufficient room for food and water that doesn't interfere with the animal's ability to comfortably move around and lie fully extended.

b. Inadequate shelter may be indicated by the appearance of the shelter itself, including but not limited to size, structural soundness, evidence of crowding within the shelter, unhealthful environment in the area immediately surrounding such facility, or by the appearance of physical condition of the dog.

c. Upon a finding of any violation of this section, any dog(s) seized pursuant to these sheltering provisions that has not been surrendered by the owner or custodian or forfeited pursuant to court order shall be returned to the owner or custodian only upon proof that appropriate shelter as required by this section is being provided.

(3) ~~Provide the animal with adequate shelter consisting of a structurally sound, species appropriate weatherproof housing or enclosure with elevated flooring and proper ventilation, large enough to accommodate the animal comfortably. In winter months, clean~~

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~~species appropriate bedding shall be provided on the floor of the housing or enclosure for warmth.~~

(4) Provide the animal with access to continual adequate shade from direct sunlight in addition to the shelter referenced above.

(5) ~~Keep enclosures where the animal is maintained free of garbage, feces, and other debris that might endanger the animal's health or safety. The owner shall protect the animal from water and cleaning agents during the cleaning of the animal's living area.~~

(5) Cleanliness. Excrement and soiled bedding must be removed promptly ~~at least weekly~~ to prevent odors and possible dangerous or toxic exposure or contamination by fecal material, mold or internal and external parasites that could harm the animal or cause the spread of disease to other animals or humans.

(6) Hazards. All areas where animals are kept shall be maintained in a manner that no animal can accidentally or intentionally come into contact with chemicals or other dangerous substances that could potentially harm the animal. Premises shall be kept in such a way that no animal has an opportunity to become entangled with loose wire, get splinters from wooden boards, or come into contact with other yard trash and materials that could harm an animal.

(7) *Exposure to insects and parasites.* Keep enclosures where the animal is maintained free of insect infestation, including but not limited to ant-hills, wasp nests, flies, and fleas, tick, and maggot infestations.

(8) *Enclosure space.* Keep enclosures where the animal(s) is maintained for periods exceeding ~~24~~ 1 hour~~s~~ with adequate space to prevent overcrowding and to allow the animal(s) to maintain normal exercise according to species, including the ability to stand up, turn around and lie down with its limbs outstretched. Such enclosures used to house or confine cats shall also contain a regularly cleaned and maintained litter box.

(6) Provide the animal with professional veterinary care and necessary grooming ~~so as~~ to maintain the animal's good health ~~and protection from extreme weather elements and parasites.~~

(9) Keep an animal dwelling unit no closer than 100 feet to any private water well or no closer than 200 feet to any public water well.

(b) *Livestock well-being*. In addition to the requirements stated above under section 7-10, a person owning or having care, custody, or control over a livestock animal shall also provide the following:

(1) Running water facilities shall be provided within 50 feet of each box stall and corral, and each animal shall have access to fresh water in a clean container at all times.

(2) Clean feeding facilities or boxes shall be provided in each corral or box stall, and such facilities shall be maintained accessible thereto by animals to be served hereby.

(3) All areas adjacent to any pen, coop, stable, stall, barn, corral, grazing, workout, or training areas; or other building structures and areas where animal are kept and maintained, shall be graded to drain water away from such facilities so as to prevent ponding and reduce insect harborage.

(4) Such care and husbandry shall also include, but is not limited to, necessary hoof and teeth care.

Sec. 7-11. – Microchip requirements.

(a) ~~Microchip requirement.~~ A person owning or having care, custody, or control over a ~~domesticated~~ companion animal judged to be three (3) months of age or older shall:

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(1) Have the animal implanted with an identification microchip, with current, up-to-date pet owner information, including the owner's/guardian's or community cat caregiver's name, address, and phone number. The current, up-to-date pet owner information associated with the microchip shall constitute proof of ownership for this Chapter ~~and shall represent the pet licensure requirements for the City~~.
(2) Maintain current registration with ~~a~~ the microchip registration company.
(3) If there is change in contact information of an owner/guardian or community cat caregiver of a registered microchipped ~~domesticated~~ companion animal, the owner/guardian ~~or community cat caregiver~~ shall update contact information, including new address or telephone number, with the microchip registration company within thirty (30) days of the date of the change in contact information.
(4) If there is a change in ownership of a registered microchipped companion ~~domesticated~~ animal, the previous owner/guardian ~~or community cat caregiver~~ shall be responsible for ensuring that the microchip is no longer ~~registered~~ in the name of the previous owner/guardian ~~or community or community cat caregiver~~ and shall be responsible for reregistering the microchip to ~~include~~ reflect any new address and telephone number and have the registration information transferred to the new owner ~~or community cat caregiver's~~ name within thirty (30 days after the change in ownership/guardianship.
(5) ~~Reporting requirement. Any veterinarian or other person who implants an identification microchip in a dog or cat within the City limits shall provide proof of the microchip implant to the ASCMV on forms to be developed and provided by the ASCMV.~~
(6) ~~Intact Animal Microchip Registration fee. The City may, by resolution, charge an annual microchip registration fee for any unaltered domesticated animal within the City limits and said fee shall be paid to the ASCMV.~~

Sec 7-11A-1___ - Mandatory spay/neuter requirements

a) *Purpose*: It is the purpose of this section to promote the health, safety, and general welfare of the residents of the City by reducing the number of stray dogs and cats, stop the needless killing of these animals by restricting the breeding practices of companion animal owners/guardians and breeders, decrease certain unwanted behavior, and protect them against certain illnesses and live a longer, healthier life.

b) Effective _____, it shall be unlawful to own or keep within the City of Las Cruces:
   (1) An unaltered cat over the age of five (5) months;
   (2) An unaltered dog over the age of 4 months, defined as having a projected adult weight based on breed of less than 45 pounds, or
   (3) An unaltered dog over the age of 9 months, defined as having a projected adult weight based on breed of more than 45 pounds.

c) Owners/guardians may seek an exemption from this regulation if alteration would be dangerous for the companion animal due to health issues. The Animal Care and Control Unit may grant this exemption if the owner/guardian of the companion animal can provide a letter from a licensed veterinarian stating such reasons. If granted, the owner/guardian is required to obtain an Intact Animal Permit as ~~defined herein~~defined herein.

d) This requirement for spaying and neutering shall not apply to:

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(1) A companion animal that is incapable of breeding or medically unsuited to undergo a spay or neuter procedure, if a licensed veterinarian has so certified in writing that the animal is incapable of breeding or that a spay or neuter procedure would likely cause the animal's death or substantially aggravate a medical condition of the animal. The certification shall indicate the medical basis for the exemption and whether the unsuitability is temporary or permanent. If temporary, the certification shall indicate the period of time the unsuitability is anticipated to last. For an exemption to apply beyond that period, a new certification must be obtained.

(2) A dog used by law enforcement agency for law enforcement activities;

(3) A dog that is a breed approved by and registered with a national or international breed registry or an association which, at a minimum, requires identification of the breed, date of birth, names of registered sire and dam, health certificate, the name of the breeder and recordkeeping relating to breeding, and transfer of ownership. The owner shall provide verified proof to the satisfaction of the Animal ~~Care and~~ Control Unit;

(4) A dog which is undergoing training to, or currently is being trained to compete~~,~~ or as a livestock guardian dog, or a dog designated as breeding stock for these purposes by a recognized agency or organization approved by the Animal ~~Care and~~ Control Unit;

(5) If an animal is temporarily in the city to participate in a show or event sponsored by a sanctioned animal organization;

(6) If an animal is owned or kept in the city for fewer than thirty (30) days in a one-year period.

(7) For each of the above, the owner/guardian shall provide proof to the satisfaction of the Animal ~~Care and~~ Control Unit with each application for an exemption.

~~(7)~~(8)

e) The requirement for spaying and neutering shall not apply to a companion animal harbored by a public shelter, humane society, or similar organization, whether public or private, with the principal purpose of securing the adoption of dogs or cats, provided that such organization requires the spaying or neutering of all dogs and cats prior to adoption from such organization.

f) Funding

(1) The City will strive to provide funding annually, as part of its budget, for affordable free and low-cost spay/neuter to qualifying low-income residents , as defined by the City, to assist with general spay/neuter needs in the community to address the potential pet overpopulation issue from a public health and animal welfare perspective.

Sec. 7-12. – Rabies vaccination and exposure requirements.

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(a) *Vaccination.* A person owning or having guardianship, care, custody or control over a ~~domesticated~~ companion animal judged to be three (3) months of age or older shall have the animal vaccinated against rabies.
   (1) The vaccine shall be administered by or under the direct supervision of a licensed veterinarian on-site.
   (2) The veterinarian shall issue for each administration a serially numbered certificate and metal tag bearing the certificate number.
   (3) The certificate shall contain the name and address of the owner/guardian or the community cat caregiver of the animal, a description of the vaccinated animal, the date of vaccination, and the expiration date of the vaccination.

(b) *Rabies tag*. A person owning or having guardianship, care, custody, or control over a ~~domesticated~~ companion animal judged to be three (3) months of age or older shall maintain a current rabies vaccination tag affixed to a collar or harness worn by the animal whenever the animal is away from the owner's/guardian's property, excluding community cats. ~~Community cats are not required to wear a rabies vaccination tag.~~
   (1) The tag may be removed while the animal is undergoing treatment by a veterinarian or being groomed.
   (2) A person shall not remove or transfer any legitimate rabies tag from one animal to another.

(c) *Rabies certificate*. A person owning or having guardianship, care, custody, or control over a ~~domesticated~~ companion animal judged to be three (3) months of age or older shall exhibit the vaccination certificate upon request by an Animal Care and Control Officer.

(d) *Exposure:* ~~owner/community cat caregiver/patient responsibility.~~ When any person is bitten by an animal, it is the duty of such person or ~~his~~ their parent or guardian, or any person witnessing the incident ~~having knowledge of the whereabouts of the animal~~, to immediately notify the Animal Care and Control Unit of the field health office.

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(e) *Exposure: physician responsibility*. A ~~physician~~ medical provider who renders professional treatment to a person bitten by any animal shall report to the Animal Care and Control Unit such treatment within 24 hours ~~immediately after the initial treatment~~.
   (1) The physician shall report the name, address, and phone number (if known) of the person bitten as well as the type and location of the bite.
   (2) The physician shall report the name and address of the owner/guardian or community cat caregiver of the animal that inflicted the bite (if known), and any other facts or details that may assist the Animal Care and Control Unit in ascertaining the immunization status of the animal.

(f) *Exposure: ~~domesticated~~ companion animal*. Any ~~domesticated~~ companion animal, or community cat, that bites ~~or potentially~~ and exposes a person to rabies shall be either destroyed and the head sent to the laboratory for rabies testing, or immediately placed in isolation ~~immediately~~ at the owner's/guardian's ~~or community caregiver's~~ expense for a ten-day observation period at a place and in a manner designated by the Animal Care and Control Officer and approved by the Field Health Office.
   (1) The isolation and observation period shall end ten days following the date and time of the potential rabies exposure provided no symptoms have manifested.

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(2) If the ~~domesticated~~ companion animal, or community cat, shows signs or symptoms of rabies during the ten-day isolation and observation period, it shall be destroyed and the head sent to the laboratory for rabies testing.

(g) *Exposure: wild animal*. Any skunk, bat, raccoon, coyote, bobcat, or other wild animal not born or ~~reared~~ raised in captivity (with the exception of community cats, rodents or rabbits) that bites or otherwise exposes a person to rabies, shall be destroyed immediately and the head sent to the laboratory for rabies testing.

~~Rabbits and rodents do not normally transmit rabies, but may be submitted for testing with the consent of the Infectious Disease Epidemiology Bureau (IDEB), part of the Epidemiology and Response Division of the New Mexico Department of Health.~~

(h) *Home quarantine.* The Animal and Control Officer may consent to confinement and isolation on the owner's/guardian's ~~or community cat caregiver's~~ premises of a ~~domesticated~~ companion animal, or community cat, that bites a person ~~on the owner's or community cat caregiver's premises~~.

(1) The premises where the home isolation is to occur shall be inspected and approved for such purpose by the Animal Care and Control Officer.
(2) The owner/guardian or cat community caregiver of the animal shall be required to enter into an indemnity agreement on a form approved and prescribed by the Animal Care and Control Supervisor for such home confinement.
(3) The owner/guardian or cat community caregiver shall immediately notify the Animal Care and Control unit if the animal shows signs of sickness or abnormal behavior, if the animal escapes confinement or if the animal dies within the quarantine period.
(4) If any of the provisions of this section are in conflict with, or materially inconsistent with, regulations for the reporting of animal bites, confinement and disposition of rabies-suspect animals, rabies quarantine, and disposition of ~~dogs and cats companion~~ animals exposed to rabies, in the interest of public health and safety as ~~prescribed~~ determined by the New Mexico Department of Health pursuant to NMSA Sec. 77-1-6, and as amended, the state regulations shall control.

Sec. 7-13. – Restraint requirements.

A. *Physical restraint*. A person owning or having the guardianship, care, custody, or care over an animal shall keep the animal under humane physical restraint at all times excluding community cats and dogs ~~using~~ the off-leash areas of City dog parks.
B. *Dragging; hobbling*. A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. Such an animal, if not otherwise restrained by a secure tether, when a tether is allowed, or enclosure, shall be considered by the Animal Care and Control Officer to be unrestrained. This shall not apply to livestock animals being properly used for work purposes.
C. *Owner's premises*. A person owning or having guardianship, care custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure or by immediate physical control.
(1) All pens, kennels, stall, corrals, or other enclosures used to restrain an animal shall be continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and animal escape. Substantial and acceptable locking or latching devices shall

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be installed and utilized on all gates and doors to animal enclosures ~~in such a manner as~~ to prevent animals and small children from entering and ~~be inaccessible to animals and small children in order to~~ prevent animal escape ~~and unauthorized entry~~.

Sec 7-13A-1~~—~~ – Tether/Trolley Restraint of Companion Animals.

A. A person owning or having guardianship, care, custody or control over a companion animal(s) may not tether the animal(s) to a stationary object as a form of restraint unless otherwise specified in this section.

B. A person owning or having guardianship, care, custody, or control over a companion animal, including livestock, shall keep the animal upon his or her own premises within a secure enclosed pen, or in an area containing a fence or wall of sufficient height surrounding the perimeter of the property. It shall be unlawful to tether /trolley a companion animal as a form of confinement.

C. Fixed point tethering of any companion animal to stationary objects is permitted in limited circumstances such as picnics or gatherings in a park or open space~~.~~ ; for emergency purposes to permit an individual to render aid to a human or another animal, and only when the owner or person having care, custody or control is immediately present.

D. Tethering/trolleying, when permitted must meet the following requirements:

~~(2) A person owning or having care, custody, or control over a dog on his or her premises may use a tether as a temporary means of restraint only.~~

~~a.~~ 1. A person shall not tether a companion animal ~~dog~~ to a stationary object for more than ~~two~~ one hour~~s~~ in any 2412-hour period.

~~b. A person shall not tether a dog to a running line, pulley, or trolley system for more than four hours in any 12-hour period.~~

~~c.~~ 2. A person shall not tether a companion animal ~~dog~~ in an unenclosed area where people or other animals are able to wander into the proximity of the tethered dog.

~~d.~~ 3. A tether/trolley used to restrain a companion animal ~~dog~~ shall be at least 12 feet in length~~. Such tether shall not enable the animal to reach beyond the owners property.~~

~~e.~~ 4. A tether/trolley used to restrain a companion animal ~~dog~~ shall be affixed to a properly fitting, humane collar or harness worn by the companion animal ~~dog~~. A person~~al~~ shall not wrap a chain or tether directly around the neck or other body part of the dog.

~~f.~~ 5. A tether/trolley used to restrain a companion animal ~~dog~~ shall not weigh more than one-eighth of the animal's body weight. The tether weight shall include any additional objects attached to the companion animal ~~dog~~ or tether such as locks or fasteners.

~~g.~~ 6. A tether/trolley used to restrain a companion animal ~~dog~~ shall have working swivels on both ends and shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled or strangled.

~~h.~~ 7. In all cases, a tethered/trolleyed companion animal ~~dog~~ must be able to easily reach shade and a container with clean water in it at all times.

~~i.~~ 8. No companion animal who is sick, injured, in distress, ~~heavily~~ pregnant, or younger than 6 months old may be tethered.

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~~j.~~ 9. When determining if any animals has been tethered for a minimum of 1 hour (60 minutes), it acceptable for an ACO to drive by the location at four 20 min intervals to observe whether or not the animal is still tethered. If the animal is tethered at each of those observation~~s~~ points, it shall be prima facie evidence~~deemed~~ that the animal has been tethered for 60 consecutive minutes or more, and a citation may be issued for violation of this Ordinance.

~~E. Tether/Trolley Permit.~~

~~a. A person owning or having guardianship, care, custody or control over a companion animal who has exhausted all options for restricting its companion to its premises may apply for a one-year Trolley Permit.~~

~~b. Animal Care and Control may issue a Trolley Permit upon an applicant's proving the following:~~

~~i. All other methods of restricting the companion animal(s) to the property have been exhausted.~~

~~ii. A trolley is deemed the only acceptable temporary method to keep the companion animal on the premises.~~

~~iii. The companion animal has been spayed or neutered, microchipped and vaccinated.~~

~~c. Not more than one (1) companion animal per premises will be allowed to use a trolley.~~

~~d. A companion animal attached to a trolley shall be surrounded by a barrier sufficient to protect the companion animal from at-large animals and the barrier shall be sufficient to prevent children from accidentally coming into contact with the dog on the trolley.~~

~~e. No companion animal shall be left on a trolley for longer than 1 hour in a 24-hour period and must be easily able to reach shade and a container of clean water at all times.~~

~~f. No companion animal shall be put and/or left on a trolley when the ambient temperature is over 80° or under 0°~~

~~g. Trolley permits are good for one year only, in which time the person owning or having care, custody or control over the companion animal, must determine and implement an acceptable method of restricting the companion animal to the premises. Trolley permits will not be renewed.~~

~~h. The Animal Care and Control Unit will work with various volunteer organization to help owners locate resources to address restraint issues.~~

~~i. Trolley permits shall not be issued for any potentially, dangerous or vicious dog.~~

D. *Livestock* - Fences to be provided for a livestock enclosure shall be species appropriate. For use in conjunction with stud stalls, such fences shall be maintained not less than six feet in height.

E. A person owning or having guardianship, care custody, or control over a venomous reptile shall restrain the animal to the owner's premises by securing ~~a secure~~ two (2) locked cages or a locked cage inside a locked box to provide two barriers to the venomous reptile. This requirement shall not apply to Animal Control Officers transporting venomous reptiles.

k. A cage used to restrain a venomous reptile shall feature labeling that clearly defines and identifies the animal with the following information:

i. Common Name;

ii. Scientific Name; and

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iii. Venomous Nature.

F. *Public premises*. A person owning or having guardianship, care, custody, or control over an animal off of his or her premises shall be of suitable age and/or strength and ability to keep the animal under immediate physical control.

(1) ~~A leash used to restrain an animal shall be of suitable length so as to enable the handler to maintain control of the animal under the specific circumstances. GERI~~

(2) A leash used to restrain a companion animal shall be any chain, leather strap, or cord sufficient to hold under control the animal attached thereto and shall be no longer than ~~either (8)~~ (6) feet~~, or twelve (12) feet for training purposes~~.

G. *Transporting animals* - ~~When transporting animals they must be kept safe~~. It is unlawful for any person to carry any animal on top of any vehicle or to transport any animal in any vehicle in a cruel, inhumane or unsafe manner.

(1) *Pickup Trucks*. Animals that are transported in the bed of a pickup truck must be humanely restrained or crated to prevent the possibility of the animal falling out, protected from extreme temperatures and provided with a non-metal surface to sit or stand on.

a. Humanely restrained. The animal must be attached to the truck by means of a harness, not a neck collar, in a way to ensure that the animal cannot jump out of or fall from the truck or be strangled. There must be two fixed point fastening locations at least two feet apart to attach the harness to in order to prevent the animal from strangling or falling out.

b. Crate. If an animal is put in a crate or other enclosure, the crate or enclosure must be securely fastened to the bed or sides of the truck bed so that the crate or enclosure cannot turn over or fall out. Crated animals shall not be transported on the roof of any vehicle.

c. Protection from weather. No animal shall be left in the bed of a truck, whether in a crate or not, when the weather is such that the animal will be exposed to heat when the air temperature exceeds 80 degrees, cold when the air temperature is less than 50 degrees, and/or rain, snow, hail or extreme wind.

(2) Cars, Vans and RVs. Animals riding inside vehicles that are not in crates or other enclosures must not be allowed access to a window opened wide enough for the animal to escape, jump, fly or fall out. Animals left unattended in cars, vans or RVs must have adequate ventilation to prevent the temperature in the vehicle from rising high enough such that any reasonable person would know that the animal would suffer from heat exposure. During the warmer months, no amount of ventilation will keep the car from getting too hot. If the Animal Care and Control Officer, Police Officer or Firefighter determines that an animal in a vehicle is in immediate danger, they may enter the vehicle by whatever means necessary, without being liable to the owner of the vehicle, and seize the animal.

(3) Transporting more than one Animal. In addition to all other regulations in this section, animals shall not be overcrowded when being transported. If the animals are crated or kept in any enclosure, they may be allowed to share a crate but each animal should be able to stand up, move around, lie down and stretch out naturally. If crates or enclosures are stacked, they must be attached securely to prevent the crates or enclosures from falling or turning over. If crates or other enclosures are stacked, it is important that no urine or feces are passed between crates and enclosures.

(3) ~~A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner. Animals carried in the open bed of a vehicle shall be crated or restrained upon a non-slick surface and in a manner that prevents the animal from jumping out of the vehicle.~~

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H. A person ~~in charge~~ with care, custody and control of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal but provides ventilation.

I. A person ~~in charge~~ with care, custody and control of a venomous animal away from the owner's premises shall keep the animal secured within a tied fabric bag that shall be placed inside a secure ventilated locked box clearly marked "Venomous Animal."

J. *Property of others*. A person owning or having guardianship, care, custody, or control over an animal shall not detain or restrain an animal upon another person's private property without having written permission from the resident or owner of such property.

(1) If the resident or owner/guardian does not permit the animal being detained or restrained upon such property, the animal may be ~~taken up~~ ~~confiscated~~ and impounded by the Animal Care and Control Officer at the request of the resident or owner.

(2) ~~If the owner of a rented or leased property does not approve of an animal being retrained or detained by the resident on such property, the dispute shall be regarded by the animal control unit as a civil matter.~~

K. *Multiple dwelling unit*. An owner, manager, agent, or governing board of any multiple dwelling unit, including mobile home parks and gated communities, shall not permit or authorize any animal to be unrestrained within ~~upon~~ the common areas of the multiple dwelling unit, except within ~~upon~~ such areas and within such enclosures specifically designed for such activity, and community cats.

L. Exceptions.

(1) A working dog that is under the control and supervision of the owner/guardian or handler performing such acts as herding, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.

(2) A hunting, tracking, or show dog that is under the control and supervision of the owner/guardian or handler shall not be considered as unrestrained while performing in or being trained for those capabilities.

(3) Dogs accompanied by their owner/guardian or person having care, custody and control utilizing the off-leash areas of a City dog park.

Sec. 7-15. – ~~Animal Cruelty prohibitions~~ Cruelty, Neglect and Abandonment prohibitions.

Cruelty to animals. No person shall instigate, engage in or in any way further any act of cruelty to any animal including but not limited to: Intentionally killing an animal without lawful justification or mistreating, injuring, maiming, disfiguring, tormenting, torturing, beating, mutilating, burning, scalding, poisoning, attempting to poison or otherwise unnecessarily causing an animal to suffer physical ~~or emotional~~ harm. Includes intentionally cause an equine to fall or lose its balance by any means whatsoever. The term "equine" means, but is not limited to, a horse, mare, pony, ass, donkey, burro, mule or hinny. This does not apply to the lawful laying down of ~~a~~an equine for medical or identification purposes. ~~negligently mistreat, injure, kill without lawful justification, or torment an animal, or abandon or fail to provide necessary sustenance to an animal under that person's care, custody or control~~. Under this section, "lawful justification" means humanely destroying a sick or injured animal, humanely killing an animal raised for food, or protecting a person or animal from death or injury due to an attack by another animal.

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(1) Nothing in this Section shall prohibit reasonable force to be used to drive off vicious~~,~~ or dangerous~~, or trespassing~~ animals.

(2) Prosecution under this Section shall be limited to first, second, or third offenses. Fourth and subsequent offenses, and offenses involvingeing extreme cruelty as defined under state law, shall be prosecuted as a felony under NMSA 1978, Sec. 30-18-1, as amended.

B. 1) Examples of unlawful acts or failure to act, which may also be considered animal cruelty include, but are not limited to:

(a) Exposing animals to unsafe and/or unsanitary conditions.
(b) Allowing a collar, rope, or chain to become embedded into or cause injury to an animal's neck.
(c) Leaving an animal unsupervised while the animal is wearing a choke or pinch collar.
(d) Allowing a companion animal to be kept outside in inclement weather or extreme temperature without adequate shelter.
(e) ~~Tasing~~ Teasing or taunting any animal with the intent, purpose, or effect of provoking a reaction from the animal.
(f) Using a prod, stick, electrical shock, chemical agent, physical force, or starvation to inflict pain and/or discomfort on an animal.
(g) To cause, sponsor, arrange, hold, participate, allow, train, force or encourage animals to engage in a fight.
~~(h) Ear cropping, tail docking, d~~Declawing and devocalization procedures.

~~A.~~2) *Veterinary care.* A person shall not have, keep, or harbor an animal that is ~~seriously~~ sick or injured, including suffering from starvation or severe thirst, without providing proper veterinary care.

(a) Given probable cause, the Animal ~~Care and~~ Control Officer may require the owner/guardian or community cat caregiver to provide a letter of health evaluation from a veterinarian describing the condition of the animal and the treatment provided or recommended.
(b) The Animal ~~Care and~~ Control Officer may evaluate the condition of an animal in order to determine probable cause.
(c) Nothing herein shall prohibit an owner/guardian or designee with the owner's/guardian's consent, to provide medical treatment in accordance with prescribed veterinary practices ~~treatments, to provide medical treatment~~.

C. *Sexual abuse*. A person shall not take part in any sexual abuse of an animal.

D. *Vehicle operator responsibility*. A person shall not intentionally strike any animal with any vehicle, self-propelled or otherwise.

(1) Any person who, as the operator of a motor vehicle, strikes any animal shall immediately report ~~such injury or death~~ the incident to the Animal Care and Control Unit through Central Dispatch.

E. *Performing animal exhibition~~, circus~~*. A performing animal exhibition ~~or circus~~ in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical, or

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manual devices in a manner that will cause or is likely to cause physical ~~or psychological~~ injury or suffering shall not be permitted.

(1) All performing animal exhibitions shall comply with the Federal Animal Welfare Act and Endangered Species Act.

(2) All equipment used on a performing animal shall be humane and fit properly and shall be in good working condition and subject to inspection by the City.

F. *Declawing.* No person, licensed medical professional or others, shall perform or cause to be performed, assist in the performance of, or procure the performance of an onychectomy (declawing) or flexor tendonectomy procedure by any means on any cat or other animal within the City of Las Cruces, except when necessary for a therapeutic purpose. "Therapeutic purpose" means the necessity to address the medical condition of the animal, such as an existing or recurring illness, infection, disease, injury or abnormal condition in the claw that compromises the animal's health. "Therapeutic purpose" does not include cosmetic or aesthetic reasons or reasons of convenience.

(1) In the event that an onychectomy or flexor tendonectomy procedure is performed on any cat or other animal within the City of Las Cruces in violation of this section, each of the following persons shall be guilty of a violation of this section:

i. the person(s) performing the procedure, and

ii. all persons or entities that, ordered, requested or paid for the procedure.

F. *Ear Cropping, Tail Docking and Devocalization.*

1. No person shall perform or otherwise arrange for the performance of ~~ear cropping, tail docking or~~ devocalization on an animal. ~~This section shall not apply to a procedure performed by a licensed veterinarian, with appropriate anesthesia, solely for therapeutic purpose.~~

~~1.~~2. Any ear cropping and/or tail docking must be performed by a licensed veterinarian.

~~2. Nothing in this provision shall prohibit any of the following:~~

~~a. Showing a dog with cropped ears or a ducted tail in a dog show or competition.~~

~~b. Owning or harboring an animal with cropped ears or a docked tail.~~

~~c.~~a. ~~Selling, buying, or adopting an animal with cropped ears.~~

G. *Fighting.*

A. It is unlawful for a person to promote, stage, hold, manage, conduct, carry-on or attend any game, exhibition, contest or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal.

B. It is unlawful for any person to sell, receive, possess, transport, loan, or give away any animal fighting paraphernalia.

C. It is unlawful for any person to raise, train, condition, sell, receive, possess, transport, loan, or give away animals for fighting purposes whether or not the fight is to be conducted inside or outside the jurisdiction of the City of Las Cruces.

D. No person shall provoke or entice an animal from the property of its owner for the purpose of engaging the animal in an animal fight, or for use as a bait animal.

E. Nothing in this section shall prohibit a person from engaging in legal hunting practices as allowed by state wildlife authority.

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~~Sec. 7-13. – Abandonment prohibited.~~

(a) ~~Abandonment of an animal shall not relive the owner of the responsibilities associated with ownership, and he may still be regarded as the owner for the purposes of this Chapter.~~

(b) ~~A person owning or having care, custody, or control over an animal shall not leave the animal at the ASCMV or private animal shelter, without providing either notification of intent o reclaim the animal or a release of ownership of the animal in writing. Such actions shall be considered abandonment for the purposes of this chapter.~~

(c) ~~Abandonment does not apply to a person or organization operating a permitted community cat colony.~~

(1) Abandonment is prohibited

(1) A person commits the crime of animal abandonment if the person intentionally, purposely, knowingly, recklessly or with criminal negligence leaves a companion animal at a location permanently or temporarily without providing for the animal's proper feeding and continued care. As used in this section, "temporarily" means leaving an animal at a location, other than the owner's/guardian's home or residence, for longer than 30 minutes without providing for the animal's continued care.

(2) No person shall leave an animal at the ASCMV or private animal rescue/shelter, without providing either in-person to the ASCMV or animal rescue written notification of intent to reclaim the animal or a release of ownership of the animal in writing. Such actions shall constitute abandonment.

(3) Animal abandonment is a ~~misdemeanor of the first degree~~petty misdemeanor.

(4) Each act in violation of this section shall constitute a separate offense.

(5) Abandonment of an animal shall not relieve the owner/guardian of the responsibilities associated with ownership/guardianship, and he/she may still be regarded as the owner/guardian for the purposes of this Chapter.

(6) Abandonment does not apply to a person or organization managing a community cat colony.

(2) Uncared-for Animals; Abandonment

a. If an Animal ~~Care and~~ Control Officer finds that any animal is or will be without proper care because of injury, illness, and/or incarceration or the absence of the owner/guardian or person responsible for the care of such animal, the Animal ~~Care and~~ Control Unit or Police Officer may enter the property or premises where the animal is located and may seize the animal for protective care; and in the event of sickness or injury of the animal, upon the instruction of a licensed veterinarian, the Animal ~~Care and~~ Control Officer may take such action as called for to prevent undue pain and suffering, including immediate euthanasia of the animal.

H. *Performance of duty.* Nothing herein shall prohibit the Animal ~~Care and~~ Control Officer from using a tranquilizer gun, snare, catch pole or trap to humanely capture animals as reasonably necessary for the control of such animals.

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I. ~~*Hunting.* Nothing herein shall prohibit a person from engaging in legal hunting practices as allowed by state wildlife authorities.~~

J. In addition to any other remedy or action permitted under this ordinance or by law, wherever an Animal ~~Care and~~ Control Officer has probable cause to believe an animal has been subject to cruelty, neglect or abandonment, or may be in imminent danger of cruelty, neglect or abandonment, the Animal Care and Control Officer may remove the animal and take it into protective custody at the ASCMV pending adjudication by a court of competent jurisdiction for a period not to exceed fifteen (15) days.

K. If the Animal ~~Care and~~ Control Officer reasonably believes that the life or health of other animals at the same premises are endangered, the Animal Care and Control Officer may remove the animal and take it into protective custody at the ASCMV pending adjudication by a court of competent jurisdiction for a period not to exceed fifteen (15) days.

L. All costs for boarding and/or medical care incurred by the ASCMV for an animal removed under this section shall be the responsibility of the animal's owner/guardian.

M. Nothing in this section shall be construed to preclude a charge or conviction for extreme cruelty under state law or to preclude petition for indemnification for the disposition of seized animals which is allowed under state law. (NMSA 1978 Section 30-8-12.2)

N. The Animal ~~Care and~~ Control Unit may determine that a person is an irresponsible owner/guardian. A violation of any ordinance or law prohibiting cruelty to animals is a basis for Animal Care and Control's determination that a person is an irresponsible owner/guardian.

(a) If the Animal ~~Care and~~ Control Unit determines that a person is an irresponsible owner, the Animal ~~Care and~~ Control Unit shall so apprise such person by written notice sent by mail, hand delivered or conspicuously posted on the property that such person is barred from the ownership/guardianship, custody or control of any companion animal.

(b) Availability to appeal the declaration in accordance with Rule 1-074 NMRA.

(c) An owner/guardian may petition Animal ~~Care and~~ Control for removal of the irresponsible owner/guardian designation two (2) years after the date served but bears the burden of clear and convincing evidence. Any person who is the owner/guardian a companion animal after the date of designation as an irresponsible owner/guardian is subject to a continuing violation of the Ordinance.

Sec. 7-16. Restrictions on sale or transfer of ownership.

A. ~~*Sale of unweaned animals.*~~ A person shall not sell, offer for sale, barter, transfer, gift, donate or adopt a ~~domesticated~~ companion animal under eight (8) weeks of age, or a guinea pig, hamster, or rabbit under four (4) weeks of age. All animals shall be fully weaned and capable of eating on their own to sufficiently maintain proper body condition prior to transfer of ownership ~~being offered for sale, transfer, or adoption~~. Nothing herein shall prohibit the transfer of animals between animal shelters and animal rescue organizations. Nothing herein shall prohibit the ~~sale,~~ transfer, or adoption of an unweaned animal if accompanied by its ~~a~~ nursing ~~female~~ mother or surrogate mother.

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B. *Sale in public.* A person shall not sell, offer for sale, barter, give away, transfer, gift, donate or adopt an animal upon a street, sidewalk, public park, or any area open to the public, unless such person is acting on behalf of the ASCMV or an animal rescue organization ~~shelter~~.

a. An owner/guardian shall not advertise, sell, barter, exchange or give away any dog or cat within the City unless the litter fee or breeder permit number is displayed legibly.

b. An owner/guardian shall furnish the litter fee or breeder permit number to any prospective recipient requesting the number.

C. *Prize.* A person shall not offer an animal as a prize, giveaway, premium, novelty, or award for a contest, game, or sport or as an incentive to purchase merchandise unless as part of an FFA or 4-H sanctioned event.

D. *Venomous animal.* A person or ~~professional~~ licensed, commercial animal establishment shall not offer for sale any venomous animals, other than tropical fish contained in Animal Care and Control Unit accurately labeled aquaria.

E. *Animal exhibit safety.* A person shall not operate, conduct, or maintain any animal exhibit under conditions that pose a danger to the public or the animals.

F. *Pet Stores.* No pet store shall sell, offer for sale, barter, auction, give away, or otherwise transfer ownership/guardianship of dogs or cats. Nothing in this section shall prohibit pet stores from collaborating with registered 501(c)3 animal rescue organizations to facilitate the adoption of dogs and cats.

G. Nothing in this section shall prohibit pet stores from collaborating with animal shelters, 501(c)3 animal rescue organizations, and animal control authorities to offer space for such entities to showcase adoptable dogs and cats inside pet stores.

H. No humane agent, animal control officer, animal shelter, pound, animal care center, humane society or veterinarian and anyone acting under their authority and having possession of any animal by reason of his office may:

1) Provide or supply dealers, commercial kennels or laboratories with the animal; or
2) Give, release, sell, trade, loan, transfer or otherwise provide any live animal to any individual, firm, association, corporation, educational institution, laboratory, medical facility, or anyone else for purposes of experimentation or vivisection.

Noncompliance with this provision carries the maximum allowed under cruelty.

Sec. 7-17. Deceased animal disposal requirements.

A. *Owner/Guardian responsibility.* A person owning or having the guardianship, care, custody or control of an animal carcass shall be responsible for its removal within twenty-four (24) hours of death ~~if the animal is not to be used for human consumption~~. An animal carcass may be disposed of at the South Central Solid Waste Authority or the ASCMV as authorized or the owner/guardian may arrange burial in an established pet cemetery.

B. *Removal.* The Animal ~~Care and~~ Control Officer may remove any animal carcass from the roadway or other public property. The Animal ~~Care and~~ Control Officer and/or ASCMV shall make

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reasonable efforts to notify the animal's owner or community cat caregiver if known in the event of the animal's death.

(1) The Animal ~~Care and~~ Control Officer may dispose of the animal carcass at the South Central Solid Waste Authority as authorized after microchip scanning and making reasonable efforts to notify the animal's owner, notification to the ASCMV, and ~~The Officer~~ shall turn over any tags or other identification found on an animal carcass to the ASCMV.

C. *Removal fee.* The Animal ~~Care and~~ Control Unit may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a set fee. The fee amount shall be established by City Council resolution.

Sec. 7-18. Nuisance prohibitions.

A. *Property damage; nuisance.* A person owning or having guardianship, care, custody, or control over an animal shall humanely prevent the animal from causing damage or being a nuisance to ~~the~~ a person or property of another.

B. *Female in estrus.* A person owning or having guardianship, custody, or control over a female animal in estrus (heat) shall confine the animal in such a way that humanely prevents the animal from becoming a nuisance. This provision does not apply to community cats.

C. *Pet Waste.* A person owning or having guardianship, care, custody, or control over a ~~pet such as a dog or cat~~ companion animal shall dispose of the waste from the companion animal in a watertight and fly tight receptacle, which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard.

D. *Livestock waste.* Waste from livestock shall be removed or spread at least once each week so as not to constitute a nuisance. Additionally, all premises where livestock are kept shall be treated as necessary with approved pesticides for the control of insects and rodents related to waste from livestock so as not to constitute a nuisance, in accordance with the New Mexico Department of Agriculture regulations.

E. *Public defecation.* A person owning or having guardianship, care, custody, or control over an animal shall not permit the animal to defecate on public property or the property of another unless such animal waste is immediately removed and properly disposed of as provided herein. This provision does not apply to community cats.

F. *Noise.* A person owning or having guardianship, care, custody or control of an animal shall not permit that animal to howl, bark or create noise which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. It shall be a violation of this section if the howling, barking or noise is frequent or long-continued; is audible beyond the property line of the premises on which the animal is located for more than 10 minutes; and is attested to by:

(1) Complain~~ant~~s from ~~two~~ one or more separate neighbor~~s~~ ~~properties~~; and

(2) ~~A complainant from a separate property and~~ A verified ~~by an~~ audio recording which records the howling, barking or noise for more than 10 minutes; or

(3) An A~~a~~nimal Control ~~Care and Control~~ Officer or law enforcement officer.

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The words "frequent or long-continued" as used in this section shall not mean continuous or uninterrupted in time or without cessation.

~~G. *Noise abatement.* In order to abate the nuisance created by the animal howling, barking or making noise in violation of this section, an Animal Care and Control Officer may enter the premises on which the animal is located and may impound the animal if the Animal Care and Control Officer is unable to contact the person owning or having the guardianship, care, custody or control of the animal or if such person is unable or unwilling to stop the howling, barking or noise. An animal impounded pursuant to this section shall be considered to be a care and maintenance impoundment for purposes of reclamation.~~

~~H.~~A. *Dust control.* All areas used as arenas for exercising, training or exhibition of livestock shall be dampened with a sprinkler system or by other means to reduce dust emissions to surrounding properties. As provided in Section 32-302 of the Standards for Erosion Control and as amended, this prohibition does not apply to dust emissions from the raising of farm animals or fowl.

~~I.~~B. *Feeding animals running at large.* A person shall not feed an animal ~~dog or cat~~ running at large, with the~~. A~~ with the exception of community cats or to aid in humanely trapping the animal. ~~may be fed.~~

Sec. 7-19. Found animals.

A. ~~Without the knowledge and consent of the owner, a~~ A person shall not harbor, hold or retain possession of any found companion animal for more than twenty-four (24) hours, without the knowledge and consent of the owner, and shall adhere to the following procedures:

1. Complete a Found Animal Report with the ASCMV; and have the animal scanned to determine if it has an identification microchip within 24 hours. To e~~i~~nsure an~~d~~ Animal ~~Care and~~ Control Unit accurate rate microchip scan, a universal scanner shall be used. Options for having the animal scanned include the ASCMV, Animal ~~Care and~~ Control Unit, or any office of a licensed veterinarian. ~~A~~ The person having possession of such an animal shall allow the animal to be scanned ~~for the presence of an Identification Microchip~~ by the Animal ~~Care and~~ Control Officer immediately upon request.

2. A person having possession of such an animal shall immediately surrender the animal to the Animal ~~Care and~~ Control Officer upon request.

B. If the companion animal does not have a microchip and a Missing Animal Report to the ASCMV was not filed, the finder may claim ownership/guardianship of the animal after seventy-two (72) hours following the submission of the Found Animal Report.

C. If the companion animal has a microchip that identifies an owner and the owner fails to reclaim the animal within 5 days of submission of the Found Animal Report, the finder may thereafter claim ownership/guardianship of the animal.

i. Secs. 7-20–7-29. Reserved.

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ARTICLE III. PERMITS~~TED AND PROHIBITED ANIMALS~~

Sec. 7-30. Multi-Animal Site Permit.

A. No person shall keep or operate a residential or ~~commercial~~ non-residential multi-animal site without a permit issued by the City by and through Animal Care and Control or having been approved as a foster care site by the Animal Care and Control Unit, ASCMV, or a non-profit animal adoption agency.

(1) Veterinary hospitals or clinics shall be exempt from the ~~kennel licensure~~ Multi-animal Site Permit requirement of this Chapter.

(2) Community cat colonies shall be exempt from the multi-animal site permit requirement.

B. Any person who operates or proposes to operate a residential or ~~commercial~~ non-residential multi-animal site shall file an application for a permit with the Animal Care and Control Unit, providing the address and describing the location of the site and the purpose for which it is to be maintained.

C. All applications for multi-animal site permits must meet the following conditions:

(1) All fees must be submitted at the time of application. ~~An initial non-refundable fee, established by City Council resolution, for residential or commercial multi-animal sites must accompany any application. to defray the cost of processing the request.~~

(2) ~~Commercial~~ non-residential sites must also comply with the City business registration requirements. Article IV, Division 2 of the Municipal Code.

a. ~~An annual commercial multi-animal site permit fee shall be established by City Council resolution.~~

(3) Approval is required by the City zoning administrator an Animal Care and Control Officer.

a. ~~All boarded animals three months of age or over must be vaccinated for rabies.~~

(4) All multi-animal ~~residential~~ site permits must be renewed annually at a fee established by City Council resolution.

(5) An application may be denied if the ~~owner or responsible person~~ applicant shows a history of noncompliance with this Chapter as evidenced by ~~two or more~~ conviction(s) of violation~~s~~ of this Chapter during the past year.

(6) All multi-animal sites must comply with applicable zoning regulations. If any provision of this Section ~~is in~~ conflicts with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

D. A multi-animal site permit may be revoked when, in the opinion of the zoning administrator or Animal Care and Control Officer, any one or more the following conditions exist, including but not limited to:

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(1) The premises or enclosures are not maintained in a clean and sanitary condition and are a health hazard or produce noxious odors.

(2) The enclosures are unsafe or unfit for humans or animals.

(3) The number of animals exceeds the number allowed under the permit.

(4) The owner or responsible person has been convicted of violation(s) of this Chapter.

Sec. 7-31. Special Animal Permits.

A. *Application generally.* A person or organization who seeks to keep any animal requiring a special animal permit shall file an application for an annual special animal permit with the Animal Care and Control Unit describing the location of the site and the purpose for which it is to be maintained. Veterinary hospitals or clinics shall be exempt from this requirement. It shall be a condition of the issuance of any special animal permit that the permittee consents to inspection of the premises by the Animal Care and Control Unit at any time between the hours of 6:00 a.m. and 10:00 p.m. The application fee and annual permit fee shall be set by City Council resolution.

B. *Application conditions.* All applications for special animal permits required under this Section must meet the following conditions:

(1) All fees must be submitted at the time of application. ~~An initial nonrefundable fee must accompany any application. to defray the cost of processing the request.~~

(2) Any application may be denied if the ~~owner or responsible person~~ applicant shows a history of noncompliance with this Chapter as evidenced by ~~two or more~~ conviction(s) of violations of this Chapter during the past year.

C. *Revocation.* A special animal permit may be revoked when, in the opinion of the zoning administrator or Animal Care and Control Officer, any one or more of the following conditions exist:

(1) The premises or enclosures are not maintained in a clean and sanitary condition and are a health hazard or produce noxious odors.

(2) The enclosures are unsafe or unfit for humans or animals.

(3) Containers for venomous snakes or lizards are not clearly labeled and locked.

(4) The owner/guardian or responsible person has been convicted of violation(s) of this Chapter.

(5) FFA or 4-H. An active member in good standing of a locally recognized and verified FFA or 4-H program may keep up to two livestock animals to meet program requirements on any property not zoned for the keeping of livestock, provided that the individual is currently participating in a program utilizing these animals, and received a permit from the Animal Care and Control Unit for such activity and meets the applicable requirements of this chapter. Each permit shall be individually reviewed by the Animal Care and Control Unit as to program participation and permitted animals to obtain the goals of the FFA or

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4-H program. All such animals kept subject to this Section may be relocated outside of the City limits by the Animal Care and Control Unit upon receipt of a nuisance complaint concerning the animals.

(6) *Chickens and ducks.* A special permit is required for any property not zoned for the keeping of livestock in order to keep chickens or ducks. All such animals shall be kept and maintained in accordance with the provisions of this chapter and shall not exceed a total of 6 chickens, ducks, and/or drakes per property not zoned for the keeping of livestock. Roosters are not permitted on properties not zoned for the keeping of livestock.

(7) *Therapy animals.* A special permit is required for any property not zoned for the keeping of livestock in order to keep small animals such as, but not limited to, fowl, rabbits, miniature horses/donkeys, goats and sheep for therapeutic purposes associated with homes for the disabled, nursing homes, assisted living facilities, and similar uses as determined by the Community Development Department Director and/or designee. All such animals shall be kept and maintained in accordance with the provisions of this chapter.

(8) *Pigeons*. A person who wishes to maintain a pigeon coop must first obtain a Special Animal Permit from the Animal Control Unit and comply with the following:

a. Maintenance, care and confinement.

i. The loft shall be of sufficient size, ~~and~~ design and constructed of such material that it can be maintained in a clean and sanitary condition.

ii. There shall be at least 1½ square feet of floor space in any loft for each mature pigeon kept therein.

iii. The construction and location of the loft shall not conflict with any City building code.

iv. All feed for pigeons shall be stored in such containers as to protect against intrusion by rodents and other vermin.

v. The loft shall be maintained in a sanitary condition and in compliance with all applicable health regulations.

vi. All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition, and at no time shall pigeons be allowed to perch or linger on the buildings or property of others. ~~creating a nuisance.~~

vii. All pigeons shall be fed within the confines of the loft.

viii. Pigeons will not be released from the loft unless they have not been fed within the previous four hours.

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b. Before issuance of a special permit for the keeping of pigeons, the owner must demonstrate that he is a member in good standing of one of the following: The American Racing Pigeon Union, Inc.; the International Federation of Racing Pigeon Fanciers; the National Pigeon Association; the American Tippler Society; the International Roller Association; or the Rare Breeds Club, as such clubs have rules that help preserve the peace and tranquility of the neighborhood. Membership must be renewed on an annual, or as required, basis in order to maintain the special permit.

(9) *Guard dog*. A person who wishes to use a dog to guard non-residential property shall first obtain a Guard Dog Permit from the Animal Control Unit.

a. Permit conditions.

i. A dog shall not be used to guard residential property.

ii. The permit application shall include ~~sufficient information to identify~~ the name, ~~and~~ address, telephone number and email address of the owner of the commercial property, the name, ~~and~~ address , telephone number and email address of the owner of the guard dog, and the location intended to be guarded by the guard dog.

iii. The permit applicant shall submit to a pre-permit inspection of the premises by the Animal Care and Control Unit, so that an Animal Care and Control Unit accurate physical description of the animal and property may be obtained.

iv. The permit applicant shall pay the Guard Dog Permit fee before a permit may be obtained. The permit holder shall, thereafter, pay an annual Guard Dog Permit fee. The permit application and annual permit fees shall be set by City Council resolution.

v. Prior to obtaining the permit, the ~~permit~~ applicant shall obtain liability insurance with an insurer authorized to write liability insurance in this state providing coverage in each occurrence, subject to a limit, exclusive of interest and costs, of not less than one hundred thousand dollars ($100,000) for damage or bodily injury to or death of a person caused by the guard dog.

vi. Posted Signs. The permit holder shall post guard dog warning signs at the premises protected by a guard dog, warning the public of the presence of a guard dog on the premises.

a. The warning signs shall be at least twelve (12) inches square.

b. The warning signs shall state “Guard Dog” and “Guardia” and shall show a picture of an aggressive dog.

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vii. The warning signs shall be posted not more than two hundred (200) feet apart on the exterior of the fences or walls surrounding the premises, and shall be posted at all exterior corners of the site and at every entrance to the premises.

b. Vehicles. Vehicles used to transport a guard dog and vehicles being protected by a guard dog shall be secured so the public is protected from injury.

i. The vehicle shall be constructed or modified to ensure that the guard dog is transported in a safe, humane manner.

ii. The vehicle shall be conspicuously posted with guard dog warning signs on both sides of the vehicle.

c. The care and control of all guard dogs is subject to all provisions contained herein.

(10) Breeding Permit. A person who breeds a ~~domesticated~~ companion animal for sale and/or hobby shall purchase a Breeding Permit prior to breeding the animal.

a. All ~~domesticated~~ companion animals to be bred must be microchipped and registered in the name of the person who wishes to breed before a Breeding Permit will be issued.

b. A Breeding Permit must be renewed annually from the date of issuance.

c. Any person who intentionally or unintentionally breeds companion animals or causes or allows any animal subject to an Intact Animal Permit to breed must have a current Breeding Permit or can be cited and subject to a fine established by the City Council.

d. Any person who or unintentionally breeds companion animals and does not have a current Breeding Permit shall pay a litter fee established by the City Council. The fee may be refunded at the time proof of sterilization of the female animal is submitted and verified by the Animal Care and Control Unit no later than two months from the time the female dog or cat delivers a litter.

e. No person shall intentionally or unintentionally breed ~~domesticated~~ a companion animal that produces more than two litters per year.

f. A breeding permit is required to advertise any ~~domesticated~~ companion animal for sale, gift or other transfer within the City on any online or social media website, periodical, or newspaper. The Breeding Permit number must be included in any advertisement.

g. No person shall sell, barter, exchange or give away any ~~domesticated~~ companion animal within the City unless a valid Breeding Permit number is clearly and legibly displayed and shall furnish the Breeding Permit number to any prospective recipient requesting the number.

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(11) Intact Companion Animal Permits. Anyone owning or having guardianship, care, custody or control of companion animals that have not been sterilized in accordance with Section ____ shall obtain an Intact Animal Permit for those animals.

a. All intact companion animals must comply with the microchip requirements set forth herein before an Intact Permit can be issued.

b. No person shall be permitted to have more than two (2) intact companion animals.

c. If an intact companion animal that has been issued a permit is impounded twice by the Animal Care and Control Unit, the permit will be automatically revoked and the animal will be required to be altered at the expense of the permit holder.

d. Medical Waiver Certificate – Exemption. Anyone owning or having guardianship, care, custody, or control of companion animals may seek an exemption from the Intact Animal Permit requirement if:

i. A licensed veterinarian has certified in writing that the animal is incapable of breeding or that a sterilization procedure would likely cause the animal's death, harm, or aggravate a physical condition of the animal. The certification shall indicate the medical basis for the exemption and whether the unsuitability is temporary or permanent. If temporary, the certificate shall indicate the period of time the unsuitability is anticipated to last. For an exemption to apply beyond that period, a new certificate must be obtained.

ii. Upon the acceptance of a Medical Waiver Certificate by Animal Care and Control, the person owning or having care, custody or control shall be issued an Intact Companion Animal Permit free of charge.

iii. Medical Waiver Certificates shall be valid for one year. Upon expiration of the Medical Waiver Certificate, the person owning or having care, custody or control shall be required to reapply for the Intact Companion Animal Permit.

e. If the permit holder wants to breed an intact companion animal or if a female intact companion animal has been impregnated, the permit holder must obtain a ~~Litter~~ Breeding Permit prior to the birth of the litter.

f. Application Requirements for Intact Animal Permit:

i. An application for an Intact Animal Permit must be made on the form prescribed by Animal Care and Control Unit and shall include the following information:

1. The name, telephone number, physical address and email address of the applicant;

2. The physical description of the animal to be included under the permit and the species, breed, gender and age of the animal.

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~~2.~~3. The permit shall apply solely to the animal specified in the application.

i. A statement from a licensed veterinarian that the animal is current on all veterinarian recommendations, including examinations, vaccinations, and treatments; and

ii. A statement affirming that the applicant is familiar with the provisions of this chapter and agrees to maintain all companion animals in accordance the provisions.

ii. An application must be accompanied by:

1. Payment of a nonrefundable application fee in the amount adopted annually by the city council; and
2. Photographic evidence, in digital or printed form, showing the enclosure(s) where the unaltered animals are to be kept.

iii. The Animal Care and Control Unit may require additional information and documentation as deemed necessary to determine whether a permit should be issued.

g. **Issuance and Renewal**

iv. Permits shall be issued or renewed only if the Animal Care and Control determines that the following conditions have been met:

1. The animal is kept current on vaccinations;
2. The animal is not housed with another intact animal of the same species and opposite sex;
3. The permit holder has not had violations of the provisions of this Chapter in the preceding twenty-four (24) months;
4. The Animal Care and Control Unit determines that approval of the permit is in the best interest of the animal as well as the health and welfare of the public.

Sec ___ - Cross Jurisdictional Permit Requirements

A. The keeping of the following require proof of license and/or permit from other governmental agencies prior to obtaining a special permit from the City. ~~The keeping of any permit-required species not allowed under the provisions of the existing special animal permit.~~

(1) *Outdoor rehabilitation aviary.* A special permit is required by any person to keep or maintain an outdoor rehabilitation aviary. The Animal Control Unit will not issue this special permit without proof of a license issued by the federal government and the New Mexico Department of Game and Fish.

(2) *Birds of prey.* A special permit is required by any person to keep or maintain a bird of prey. The Animal Control Unit will not issue this special permit without proof of a license issued by the federal government and the New Mexico Department of Game and Fish.

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(3) *Threatened or endangered amphibian, snake, or reptile.* Federal and state permits are required for any person to keep or maintain any species of amphibian, snake or reptile that is listed as threatened or endangered by the federal government or the state.

(4) *Certain* snakes. A special permit is required for any person to keep or maintain any snakes of the families Elapidae and Viperidae, or the three genera within the family Colubridae (Thelotornis kirtlandii, the twig snake; Dispholidus typus, boomslang; and Rhodopids, keelbacks). The Animal Control Unit will not issue this special permit until the appropriate federal and state permits are acquired.

Sec. ___ - Community Cats and Community Cat Caregivers:

A. All community cats shall be cared for on the private property of the caregiver or with the permission from the owner or property manager if cared for on the property of others.

B. All community cat caregivers shall make reasonable efforts to have all free-roaming cats within their care sterilized, vaccinated, microchipped and ear-tipped for identification.

C. All community cat caregivers are required to make reasonable efforts to provide certain necessities to each community cat under his/her care on a regular/on-going basis, including, but not limited to, proper nutrition, adequate quantities of visibly clean and fresh water and medical care as needed. If medical care is unavailable or too expensive, the community cat caregiver must not allow the cat to suffer and shall contact the Animal ~~Care and~~ Control Unit for its disposition.

D. Following sterilization, vaccination, microchipping and ear-tipping, u~~U~~nless veterinary care is required, a trapped community cat ~~may~~ shall be released ~~in the area or vicinity~~ by individual(s) or the shelter where it was trapped, except as provided for herein. ~~in (c) below~~.

E. Unless veterinary care is required, a trapped community cat received by Animal C~~are and c~~ontrol will be returned to the ~~area~~ where it was trapped ~~or vicinity~~ by Animal ~~Care and~~ Control or returned to a community cat caregiver, except as provided for herein ~~in (C) below~~.

F. Community cats brought to the ASCMV shall be evaluated to determine if currently socialized or have the potential to be socialized. The ASCMV shall make every effort to also distinguish between fearful, unsocialized cats and/or cats with limited ability to survive following TNR due to deafness, blindness, having been declawed, or other prohibitive condition. ~~If the community cat is deemed to be socialized or may potentially be socialized, especially in the case of kittens, the priority of the ASCMV should be to promote the cat for adoption or for transfer to a rescue partner. Socialized community cats are best served by placement into new homes whenever possible.~~

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G. Community cats, whether alone or under the care of community cat caregivers(s), are prohibited from being returned within three hundred ~~one hundred fifty~~ feet (300~~150~~') of a licensed day care center, public or private school(s), nursing home or care facility, any park, or City owned or leased facility or property (i.e. City Hall, Library, etc.). Further, community cats, are prohibited from being returned within a half (1/2) mile of the Rio Grande or within three hundred ~~one hundred fifty~~ feet (300~~150~~') of the edge of a designated, natural or unchannelized arroyo, unless within an enclosed cat colony.

H. No person shall move, open, close, or in any way alter an animal trap on private property being used by a resident, community cat caregiver, rescue organization, or the Animal Care and Control Unit for

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trap-neuter-return of community cat(s) without authorization from the individual or organization doing the trapping.. Removal or release of any animal from such a trap is prohibited.

I. ~~Community cat caregivers are strongly encouraged to register themselves with the animal control unit, or through non-profit organizations that may register individual community cat caregivers, provided such non-profit organizations are registered for community cat caregiving with the animal control unit and are working with individual caregivers to conform with this Chapter.~~

A. ~~Community cats that are reported as problematic, creating a public nuisance, or having received multiple complaints about the same community cat(s) for a maximum four (4) times within a continuous 12-month period, beyond the initial eartipping, shall be adopted, rescued to a rescue organization, provided to and kept within an enclosed cat colony, placed with barn/shop cat programs for adoption, or, as a last resort, euthanized by the ASCMV, provided that the actions do not result in the cat being released unrestrained to the community.~~

B. Notwithstanding the foregoing, whenever a community cat is visibly injured or diseased and appears to be suffering and it reasonably appears that such cat cannot be returned to the field or transferred to an animal rescue, the ASCMV, acting in good faith and upon reasonable belief, may humanely euthanize the cat upon the advice of a licensed veterinarian.

C. The City should provide funding annually, as part of its budget, for affordable low-cost spay/neuter specific to community cats and/or low-income residents to assist with general spay/neuter needs in the community to address the potential pet overpopulation issue from a public health perspective. Funding could be provided directly to the ASCMV or qualified non-profit partners that provide and/or coordinate such activities between residents and veterinarian service providers.

~~D. The City, through the Animal Care and Control Unit with discussion with the ASCMV and the public, shall by separate resolution of the City Council, adopt a Trap-Neuter-Return policy, within 120 days of this ordinance's adoption, that includes but not limited to:~~

~~1. Best practices for community cat caregiving, including basic expectations and responsibilities,~~

~~2. Educational information for caregivers, neighbors of caregivers, and the general public,~~

~~3. Mechanisms for maintaining and listing available resources for community cat caregivers and others impacted by community cats, and~~

~~4. Methods by which to register community cats and community cat caregivers with the animal control unit, including provisions by which conditional registration is provided to caregivers desiring to be fully compliant for their community cats within a set period of time, on-going compliance requirements, and revocation of either conditional or final community cat caregiving permits for failure to comply with compliance requirements, including agreed upon timelines.~~

ii. Community cat caregivers, when known, shall assist in resolving complaints received by the animal control unit concerning community cats.

Sec. 7-32. Livestock.

The keeping of livestock, including both small and large animals, is permitted in accordance with applicable City zoning designations ~~or~~ and with ~~Section 7-31,~~ the Special animal permits section herein. Keeping livestock ~~of such animals~~ shall not be permitted in the required front, side and street side yard

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setbacks. aAnd No such animal shall not be kept closer than 35 feet to an adjacent dwelling, or the primary structure of an adjacent business, excluding that of the property on which the livestock reside.

A. *Large livestock animals.* The following requirements are established for the keeping of large livestock animals such as, but not limited to, llamas, horses, mules, donkeys, swine, bovines, buffalo and beefalo. The density per acre limitation for large livestock animals, not applicable to young livestock animals below weaning age or six months of age, shall be one-half acre or more. The minimum square footage of the open lot area, not including the dwelling unit, shall be 9,000 square feet for the first animal and 6,000 square feet for each additional animal, provided the total number of such animals shall not exceed 4 animals per acre.

B. Small livestock animals. The following requirements are established for the keeping of small livestock animals such as, but not limited to, ducks, poultry, goats, sheep, and miniature horses/donkeys. The density per acre limitation for small livestock animals shall be as follows:

(1) For lots less than ½ acre, a total combined maximum of 6 such animals, and

(2) For lots greater than ½ acre, the minimum square footage of the open lot area, not including the dwelling unit, shall be 2,000 square feet for each small livestock animal, provided the total number of such animals shall not exceed 100 regardless of lot size.

Sec. 7-33. Dangerous, ~~or~~ potentially dangerous, or vicious dogs.

~~A. A person owning or having care, custody, or control over a dangerous or potentially dangerous dog shall comply with the provisions of the Dangerous Dog Act, NMSA 1978, Sec. 77-1A-2 et seq., as amended.~~

~~B. Animal Control Officers may apply to Municipal Court for a warrant to seize a dog believed to be a dangerous dog or a potentially dangerous dog, and may file a petition in Municipal Court seeking a determination of whether the dog is dangerous or potentially dangerous, all in compliance with the Dangerous Dog Act.~~

~~C. Municipal Court shall be deemed a court of competent jurisdiction to issue a warrant to seize a dangerous dog or a potentially dangerous dog; to hear a petition seeking a determination of whether a seized dog is dangerous or potentially dangerous; and to otherwise enforce the Dangerous Dog Act for dogs located within the City limits.~~

(A) Reporting of Potentially Dangerous, Dangerous or Vicious Dogs

(1) Any person may report a potentially dangerous, dangerous, or vicious dog to Animal ~~Care and~~ Control ~~Unit~~. Persons may make anonymous reports and ~~the~~ Animal ~~Care and~~ Control shall respond to anonymous reports under this Section.

(2) If the report is pertaining to a dog running at large, ~~the~~ Animal ~~Care and~~ Control shall impound the dog in the ordinary manner pursuant to this Chapter.

(B) Determination of status.

(1) ~~The City Manager or her/his designee~~ A Las Cruces Municipal Court judge may find and declare a dog potentially dangerous, dangerous, or vicious if there is probable cause to believe that the dog falls within the definition of "vicious dog," "dangerous dog" or "potentially dangerous dog" as defined herein. The finding must be based upon:

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(a) A written statement signed under penalty of perjury or a person who is willing to testify that the animal has acted in a manner which causes the dog to fall within the definition of "vicious dog," "dangerous dog" or "potentially dangerous dog"; or
(b) A written report of the dog's actions witnessed by any Animal ~~Care and~~ Control officer or law enforcement officer which causes the dog to fall within the definition of "vicious dog," "dangerous dog" or "potentially dangerous dog"; or
(c) Other substantial evidence admissible in court.

(2) The declaration shall be in writing and shall be served on the owner/guardian of the dog by an Animal ~~Care and~~ Control officer or law enforcement officer through personal service, mailing to the owner's/guardian's last known address, or posting a notice on the property of the owner/guardian.

(3) The declaration shall contain, at a minimum, the following information:
(a) Name and address of the owner/guardian of the dog.
(b) A physical description of the dog.
(c) The address of where the dog is licensed to be kept.
(d) The classification of the dog's status as being either potentially dangerous, dangerous, or vicious as defined herein.
(e) Facts upon which the declaration is based.
(f) All registration and handling requirements as well as any additional restrictions placed upon the dog.
(g) Justification for any additional restrictions imposed on the dog under subsection (B) of this section.
(h) Penalties for violation of the registration or handling requirements.
(i) Availability to appeal the declaration in accordance with Rule 1-074 NMRA.
(4) A dog shall not be declared a "potentially dangerous dog" or "dangerous dog" if:
(a) The dog was used by a law enforcement official for legitimate law enforcement purposes; or
(b) The threat, injury or damage was sustained by a person, domestic animal or livestock who was:
1. Trespassing upon premises occupied by the owner/guardian of the dog; or
2. Provoking, tormenting, abusing, or assaulting the dog or had repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or
3. Committing or attempting to commit a crime.
(c) The dog was:
1. Responding to pain or injury; or
2. Protecting itself or its offspring; or
3. Protecting or defending a human being, companion animal or livestock from attack or assault.

(5) The Animal ~~Card and~~ Control Unit may convert a potentially dangerous dog to a dangerous dog status upon a breach of any condition pertaining to the potentially dangerous dog.
If Animal ~~Care and~~ Control determines that the dog is a dangerous dog, ~~the~~ Animal ~~Care and~~ Control shall so apprise the owner/guardian of the dog by written notice sent by mail, hand delivered or conspicuously posted on the property.

(C) Handling requirements.

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(1) Prior to receiving a Certificate of Registration for a "potentially dangerous dog," the owner/guardian shall annually establish, to the satisfaction of the Animal ~~Care and~~ Control Unit, the following:
(a) The owner/guardian can keep the dog under control at all times and comply with any restrictions that have been placed on the dog by Animal ~~Care and~~ Control Unit; and
(b) The dog has a current rabies vaccination; and
(c) The owner/guardian has a proper enclosure for the dog; and
(d) The owner/guardian has paid the annual fee to register a potentially dangerous dog; and
(e) The dog has been spayed or neutered; and
(f) The dog has been implanted with a microchip containing the current owner's/guardian's identification and the name of microchip manufacturer and microchip number has been provided to the Animal Care and Control Unit; and
(g) The dog owner/owner has written permission of the property owner or homeowners' association where the potentially dangerous dog will be kept, if applicable; and
(h) A clearly visible warning sign with a conspicuous warning symbol indicating that there is a dog on the premises.

(2) Prior to receiving a Certificate of Registration for a "dangerous dog," the owner/guardian shall annually establish, to the satisfaction of the Animal ~~Care and~~ Control Unit, the following:
(a) The owner/guardian can keep the dog under control at all times and comply with any restrictions that have been placed on the dog by Animal ~~Care and~~ Control ~~Unit~~; and
(b) The dog has a current rabies vaccination; and
(c) The owner/guardian has a proper enclosure for the dog; and
(d) The owner/guardian has paid the annual fee to register a dangerous dog; and
(e) The dog has been spayed or neutered; and
(f) The dog has been implanted with a microchip containing the current owner's identification and the name of microchip manufacturer, the name of microchip manufacturer and microchip number has been provided to ANIMAL ~~CARE AND~~ CONTROL ~~UNIT~~; and
(g) The owner/guardian has provided written proof that the dog has entered and completed a socialization and behavior program approved or offered by ANIMAL ~~CARE AND~~ CONTROL ~~UNIT~~; and
(h) The dog owner/guardian has written permission of the property owner or homeowners' association where the dangerous dog will be kept, if applicable; and
(i) The dangerous dog will be maintained exclusively on owner's/guardian's property except for medical treatment or examination; and
(j) If the dangerous dog is removed from the owner's/guardian's property, the dog shall be caged or muzzled and restrained with a lead no longer than four feet. The dog shall be always under complete control of the owner/guardian; and
(k) The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and
(l) A clearly visible warning sign with a conspicuous warning symbol indicating that there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from 50 feet, whichever is less; and
(m) Provide to the Animal ~~Care and~~ Control Unit two color photographs of the dog which clearly show the dog's accurate color and approximate size of the dog; and
(n) The owner/guardian shall carry and provide proof to the Animal ~~Care and~~ Control Unit, of an insurance liability policy of no less than $500,000 to cover any consequences of the actions of the dangerous dog.

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3. There are no handling requirements or restrictions that will reasonably protect the health and safety of the community from a "vicious dog." Therefore, it shall be unlawful to keep, possess, or harbor a "vicious dog" within the city limits.

(D) Ownership Restrictions.

(1) No person convicted of animal cruelty or animal fighting in any jurisdiction at any time is allowed to own a dangerous dog or function as the responsible person for a dangerous dog. Animal Care and Control Unit shall immediately seek to obtain a warrant from a court of competent jurisdiction to seize the dog or shall seize the dog with the consent of the owner/guardian. Such dog shall remain in the custody of ASCMV pending adjudication and shall be handled in the ordinary manner under this Ordinance. If the owner/guardian does not request a hearing by the Court within ten (10) calendar days, such dog shall become the property of ASCMV and shall be handled in the ordinary manner under this Ordinance.

(2) Any person who registers a dangerous dog with Animal ~~Care and~~ Control Unit and conceals or fails to inform Animal Care and Control Unit that they have been convicted of animal cruelty or animal fighting is subject to criminal penalties for each day of possession of a dangerous dog in violation of this paragraph.

(3) The owner/guardian of a potentially dangerous, dangerous or vicious dog shall not sell, loan, transfer, give, devise, board or otherwise convey ownership or custody and control to any person without notifying the recipient in writing of the dogs designation and notifying Animal ~~Care and~~ Control Unit ten (10) days prior to any change in the location of the property upon which the dog is kept.

(4) Potentially dangerous, dangerous or vicious dog shall never be allowed access to or allowed within the proximity of a child unless the child lives in the same household as the dog and the dog is under the immediate and constant control of a responsible person.

(5) No lessee shall own or possess a potentially dangerous, dangerous or vicious dog on a leasehold without the written consent of the lessor.

(E) Inspection

(1) Owners/guardians of dogs determined to be potentially dangerous or dangerous shall allow inspections of the property where the dog is kept by Animal Care and Control Unit at any reasonable time of day. The Animal Care and Control Unit may charge reasonable fees for inspections and assess fines for failures of compliance pursuant to the list of fees and fines promulgated by the City Council from time to time.

(2) If the owner/guardian refuses an inspection, the Animal Care and Control Unit shall immediately seek to obtain a warrant from a court of competent jurisdiction to seize the dog or seize the dog with the consent of the owner/guardian. Such dog shall remain in the custody of ASCMV pending adjudication and shall be handled in the ordinary manner under this Ordinance. If the owner/guardian does not request a hearing by the Court within ten (10) calendar days, such dog shall become the property of ASCMV and shall be handled in the ordinary manner under this Ordinance.

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(3) The Animal Care and Control Unit may require the owner/guardian to submit to educational requirements for owners/guardians of dangerous or potentially dangerous dogs or socialization or other classes for the dog.

(F) Registration requirement.

(1) The Animal Care and Control Unit shall annually issue a Certificate of Registration to the owner/guardian of a "potentially dangerous dog" once the owner/guardian has complied with all the handling requirements in subsection (B)(1) of this section.

(a) If a dog previously determined to be "potentially dangerous" has not exhibited any of the behaviors specified in the definition of a "potentially dangerous dog" as outlined in the city's ordinances for 36 consecutive months, the owner/guardian may submit a written request to the Animal Care and Control Uni to lift the requirements for registration pursuant to this section. If the Animal Care and Control Unit has no reasonable basis to believe that the dog has exhibited the behaviors of a "potentially dangerous dog" within the past 36 months, the Animal Care and Control Uni shall relieve the owner of the requirements of this section.

(2) The Animal Care and Control Unit shall annually issue a Certificate of Registration to the owner/guardian of a "dangerous dog" once the owner/guardian has complied with all the handling requirements in subsection (C)(2) of this section.

(a) If a dog previously determined to be "dangerous" has not exhibited any of the behaviors specified in the definition of a "dangerous dog" as outlined in the city's ordinances for 60 consecutive months, the owner/guardian may submit a written request to Animal Care and Control Unit to lift the requirements for registration pursuant to this section. If the Animal Care and Control Unit has no reasonable basis to believe that the dog has exhibited the behaviors of a "dangerous dog" within the past 60 months, Animal Care and Control Unit shall relieve the owner of the requirements of this section.

(3) The Animal Care and Control Unit shall not issue a Certificate of Registration to the owner/guardian of a "vicious dog." It is unlawful to keep, possess, or harbor a "vicious dog" within the city limits.

(4) The Animal Care and Control Unit shall maintain a list of potentially and dangerous dogs including but not limited to owner/guardian name, dog name and description, address where the dog is located, telephone number(s) and microchip number.

~~(5)~~(G) Prohibited acts.

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(1) It is unlawful for an owner/guardian of a dangerous, or potentially dangerous dog to:

(a) Keep the dog without a valid Certificate of Registration.

(b) Fail to comply with the handling requirements for the dog pursuant to subsection (C) of this section.

(c) Fail to notify the Animal Care and Control Unit immediately upon the escape of the dog.

(d) Fail to notify the Animal Care and Control Unit immediately if the dog causes an injury to a human being, companion animal or livestock.

(e) Fail to notify the Animal Care and Control Unit of the dog's death within five (5) business days.

(f) Fail to notify the Animal Care and Control Unit within 24 hours if the dog has been sold or given away and provide the name, address, and telephone number of the new owner of the dog.

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(g) Fail to comply with any court order regarding special handling or care requirements for the dog.
(h) Enter and utilize any City Park or facility, including any of the dog parks.

(2) It is unlawful to keep, possess, or harbor a "vicious dog" within the city limits.

~~(6)~~(H) **Subsequent Attack by a Dangerous Dog**

(1) If a dog previously determined to be a dangerous dog commits a subsequent unprovoked attack on a person, companion animal, or livestock the Animal Care and Control Unit shall immediately impound the dog pursuant to this ordinance and seek to obtain a warrant from a court of competent jurisdiction to seize the dog or seize the dog with the consent of the owner/guardian. Such dog shall remain in the custody of ASCMV pending adjudication and shall be handled in the ordinary manner under this Ordinance. If the owner/guardian does not request a hearing by the Court within ten (10) calendar days, such dog shall become the property of ASCMV and shall be handled in the ordinary manner under this Ordinance.

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~~(7)~~(I) **Defense**

(1) It is a defense to prosecution under this section that the person is a veterinarian, a peace officer, or a person employed by a recognized animal shelter, and has temporary ownership, custody or control of the animal; provided, however, that for any person to claim a defense under this section, that person must show good cause and be acting within the course and scope of his or her official duties in regards to the potentially dangerous, dangerous or vicious dog.

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~~(8)~~(J) **Appeals.**

(1) Any person aggrieved by a decision to declare a dog "potentially dangerous," "dangerous" or "vicious" pursuant to subsection (A) of this section may appeal the decision within 15 days to the District Court in accordance with Rule 1-074 NMRA.

(2) Any person aggrieved by a decision of the Las Cruces Municipal Court pursuant to this section may appeal in accordance with the laws of the State of New Mexico.

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~~(9)~~(K) **Seizure and impoundment.**

(1) Any action for the seizure and impoundment of a dog shall be brought in ~~a New Mexico state court with appropriate jurisdiction and shall be done in accordance with the laws of the State of New Mexico.~~a court of competent jurisdiction. For the purposes of this Article, the Las Cruces Municipal Court shall be deemed a court of competent jurisdiction.

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~~(10)~~(L) **Penalties**

(1) Violators of Subsection G of this section are guilty of a petty misdemeanor and shall be sentenced in accordance with the provisions of Section ~~31-19-1 NMSA 1978 and, for a second or subsequent offense, are guilty of a fourth-degree felony and shall be sentenced in accordance with the provisions of Section 31-18-15 NMSA 1978~~1-10 of the Las Cruces Municipal Code.

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~~(3) An owner/guardian of a dangerous, potentially dangerous or vicious dog that causes serious injury or death to a domestic animal, without provocation, is guilty of a fourth degree felony and shall be sentenced in accordance with the provisions of Section 31-18-15 NMSA 1978.~~

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~~(4) An owner/guardian of a dangerous or potentially dangerous or vicious dog that causes serious injury to a human being, without provocation, is guilty of a third-degree felony and shall be sentenced in accordance with the provisions of Section 31-18-15 NMSA 1978.~~

~~(5) An owner/guardian of a dangerous or potentially dangerous or vicious dog that causes the death of a human being, without provocation, is guilty of a third-degree felony resulting in the death of a human being and shall be sentenced in accordance with the provisions of Section 31-18-15 NMSA 1978.~~

(2~~6~~) Prosecution pursuant to this section requires a showing that:
(1) an owner/guardian knew of the propensity of a dog to inflict serious injury; or
(2) the dog had previously been found by a court to be a dangerous, potentially dangerous or vicious dog.

Sec. 7-34. Prohibited animals.

A. *Wildlife, Wild and Exotic Animals*. No person shall own, harbor or keep any species in violation of federal or New Mexico law.

B. A person shall not possess, harbor, or keep any wildlife, wild or exotic animal of a species that in its natural life is potentially dangerous ~~or ferocious~~. Such animals, though they may be trained and domesticated, remain a danger to others, and include, but are not limited to:

(1) Wolves, coyotes, foxes, dingoes, and other members of the non-domestic canine families including canine hybrids;

(2) Lions, pumas, panthers, mountain lions, wild cats, and other members of the non-domestic feline families, including feline hybrids;

(3) All bears (Ursidae), including grizzly bears, black bears, brown bears, etc.;

(4) Raccoons (Procyonidae), including eastern raccoon, desert raccoons, ring tailed cat, coatimundi, etc.;

(5) Mustelids, other than the domestic ferret (Mustela putorius furo);

(6) Primates (Hominidae), including all non-human great apes other than qualified service animals;

(7) Skunks;

(8) Bats;

(9) Snakes belonging to the families Elapidae, Viperidae, and Colubridae (the twig snake, Thelotornis kirtlandii; boomslang, Dispholidus typus; and keelbacks, Rhabdophis);

(10) Lizards belonging to the family Helodermatidae (gila monsters, Heloderma suspectum, and beaded lizards, Heloderma horridum);

(11) Alligators, crocodiles, or caimans;

(12) Venomous fish and piranha; and

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(13) Any species of amphibian, snake, or reptile that is listed as threatened or endangered by the federal or state government.

C. *Exceptions.* This Section shall not apply to veterinary facilities, or individuals holding a State of New Mexico Wildlife Rehabilitation or Educational Use Permit.

Sec. 7-35. Qualified service animals.

A. *Admittance.* A qualified service animal shall be admitted to any building open to the public and to all other public accommodations and shall be allowed to access a common carrier in compliance with the Service Animal Act, NMSA 1978, Section 28-11-1.1, et seq., as amended.

B. *Additional Fees.* A person shall not be required to pay any additional charges for his or her qualified service animal but shall be liable for any damages caused ~~done~~ by ~~his or her~~ the qualified service animal.

Sec. 7-36. Pet mill.

No person shall keep or operate a pet mill.

Secs. 7-37–7-39. Reserved.

ARTICLE IV
Administration and Enforcement

Sec. 7-40. Remittance of fees.

All ~~transport fees, and dead animal removal~~ fees, incurred and collected pursuant to this Chapter ~~shall be remitted to the City, who~~ shall be ~~place the monies in the City general fund. All other fees assessed and collected pursuant to this Chapter for the ASCMV, shall be~~ remitted to the ASCMV, and placed in a restricted account to fund public spay/neuter of companion animals. ~~who shall place the monies in the ASCMV general fund~~.

Sec. 7-41. Animal ~~Care and~~ control officers.

A. ~~The City shall designate Animal Control Officer(s).~~

B. Animal ~~Care and~~ Control Officers shall ~~seek to prevent and control the spread of rabies within the City including but not limited to the capture and confinement or disposition of rabies suspect animals, the enforcement of quarantine orders, the destruction or confinement of animals exposed to rabies and the enforcement of applicable regulations.~~ promote public safety and the humane treatment of animals through outreach and education, enforce the provisions of this ordinance pertaining to the care, treatment, impound, handling and quarantine of animals, and respond and investigate animal-related incidents.

C. Animal ~~Care and~~ Control Officers shall be provided with appropriate training for their position. ~~to apprehend and handle animals.~~

D. In carrying out the provisions of the Animal Care and Control Ordinance and other applicable regulations, every Animal ~~Care and~~ Control Officer is authorized to pursue any ~~stray~~ animal ~~or a vicious dog or a dog molesting livestock or any animal with symptoms of rabies~~ reasonably suspected to be in violation of any provision contained herein, onto private premises unless permission to make such pursuit is explicitly refused by an occupant of the premises.

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Sec. 7-42. Enforcement authority and processes.

A. *Investigation; right of entry.* The Animal ~~Care and~~ Control Officer shall have the authority, and is directed to investigate upon probable cause, any alleged violation of this Chapter or of any other applicable animal control law, order, or regulation.

(1) Upon receiving a complaint of a violation or observing a violation of this Chapter, the Animal ~~Care and~~ Control Officer is authorized to enter upon private premises, but not into a residence or ~~to enter~~ a vehicle, for the purpose of inspecting and investigating such alleged violation unless accompanied by a law enforcement officer where probable cause and/or exigent circumstances are present or a warrant has been obtained**.**

(2) If the owner or occupant of any such private premises or vehicle objects to inspection or onsite investigation, a warrant shall be obtained from a court of competent jurisdiction prior to inspection; however, a warrant shall not be required if an emergency measure exists as defined herein. ~~in Section 7-2~~.

B. ***Interference prohibited.***

(1) *Interference.* A person shall not threaten or interfere with the Animal ~~Care and~~ Control Officer in the performance of the duties authorized by this Chapter.

(2) *False report.* A person shall not make a false report to the Animal Care and Control Officer regarding any animal and/or person in danger or regarding any alleged violation of this Chapter.

(3) *Animal trap.* A person shall not move, open, close, or in any way alter an animal trap belonging to the City or being used by the Animal Care and Control Unit without authorization from the Animal Care and Control Unit. Removal or release of any animal from such a trap is prohibited.

C. *Right to destroy*. A Police Officer or Animal Care and Control Officer who learns of an animal within the City, which reasonably appears to pose an immediate and serious threat to human life, is authorized to destroy said animal if the officer is unable to capture said animal without any substantial danger to himself/herself or others.

D. *Procedures for complaints.* A complaint alleging any violation of this Chapter may be filed with the Animal Care and Control Unit by an individual ~~person who has~~ with personal knowledge of such violation ~~and who can identify the owner of the animal involved or the premises where the animal is located~~. The Animal Care and Control Officer may require the complainant to provide his or her name and address and swear to and affirm the complaint.

E. *Citations; criminal complaints.* When~~ever~~ the Animal Care and Control Officer has probable cause to believe that a person has violated this Chapter or any other applicable animal care and control law or regulation, the Officer may prepare a criminal complaint to be filed with a court of competent jurisdiction or may prepare a citation for the alleged violator to appear in court.

Sec. 7-43. Impoundment and detention.

A. *Animal Services Center of the Mesilla Valley.* The ASCMV shall serve as the primary holding facility for the impoundment of animals pursuant to this Chapter. The Animal ~~Care and~~ Control Unit may designate additional locations for impoundment under special circumstances, such as special

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quarantine arrangements, animals held pending legal proceedings, and/or special wildlife impoundments.

(1) *Health or safety risk.* The Animal Care and Control Officer may take emergency measures in order to seize and detain any animal that poses a present or imminent health or safety risk to the public. If the animal is not to be held pending court proceedings, such an impoundment shall be considered a care and maintenance impoundment for purposes of reclamation.

B. *Critically ill or injured*. The Animal Care and Control Officer may take emergency measures in order to seize and detain any animal that is deemed by the Officer to be critically ill or injured or in real and immediate jeopardy of becoming critically injured.

(1) If the Animal Care and Control Officer is unable to safely return said animal to the appropriate owner or caretaker within a reasonable amount of time, the Officer may deliver the animal to the ASCMV. The Animal Care and Control Officer ~~may~~ shall require reasonable proof of ownership/guardianship prior to releasing the animal to an owner/guardian ~~caretaker~~ in the field.

If the animal is not to be held pending court proceedings, such an impoundment shall be considered a *care and maintenance* impoundment for the purposes of reclamation.

(2) A trained and equipped Animal Care and Control Officer may humanely euthanize such animal onsite if the Officer deems it necessary to alleviate the pain and suffering of the animal.

C. *Running at large.* The Animal Care and Control Officer may detain any animal found running at large, except as otherwise provided for in this Chapter. If the Animal Care and Control Officer is unable to safely return said animal to the appropriate owner/guardian within a reasonable amount of time, the Officer ~~may~~ shall deliver the animal to the ASCMV. The Officer ~~may~~ shall require reasonable proof of ownership/guardianship prior to releasing the animal to an owner/guardian ~~or caregiver~~ in the field. If the animal is not to be held pending court proceedings, such an impoundment shall be considered a care and maintenance impoundment for the purposes of reclamation.

D. ~~*Owner*~~ *Relinquishment/surrender.* The Animal Care and Control Officer may detain and deliver to the ASCMV any animal relinquished or surrendered by its owner/guardian.

(1) Any person owning or having guardianship, care, custody or control of an animal ~~owner~~ requesting to relinquish ~~ownership of an~~ the animal to the Animal Care and Control Unit or ASCMV shall be required to complete and sign a Release of Ownership at the time of detainment or impoundment. By signing the Release of Ownership, the owner/guardian shall:

a. Affirmatively represent in writing that he or she is the legal owner/guardian of the animal;

b. Transfer ownership/guardianship of the animal to the ASCMV or other animal rescue organization. ~~suitable facility~~;

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c. Direct in writing that the animal be placed in the custody of the ASCMV or other suitable facility for disposition as the ASCMV or facility sees fit; and

d. Agree ~~that he or she will~~ to indemnify and hold the Animal Care and Control Unit and/or the ASCMV or other suitable facility harmless from any loss or damage ~~he or she~~ it may sustain, including incurred attorney's fees, by reason of the destruction or placement for adoption of said animal.

(2) The Animal Care and Control Unit ~~may~~ shall provide for the transport of a relinquished animal to the ASCMV ~~or other suitable facility~~.

a. The transport fee amount shall be established and adopted through City Council resolution.

E. *Cruelty; extreme cruelty.* An Animal Care and Control Officer or Police Officer who reasonably believes that the life or health of an animal is endangered due to neglect, cruelty or extreme cruelty shall follow the seizure, notice, disposition, and cost procedures contained in NMSA 1978, Sec. 30-18-1.1, 1.2, and 1.3, as amended.

F. *Rabies exposure; animal surrender.*

(1) A person owning or having guardianship, care, custody, or control over an animal that bites a person shall surrender custody of said animal to the Animal Care and Control Officer if the Officer deems it necessary to impound said animal for a quarantine isolation and observation period.

(2) If a person owning or having guardianship care, custody or control refuses to surrender custody said animal, the Animal Care and Control Officer may seek a warrant for the seizure of the animal.

Sec. 7-44. Reclamation.

A. *Right to reclaim.* The person owning or guardianship, care, custody or control ~~owner or community cat caregiver~~ of any animal that is impounded pursuant to this Chapter shall have the right to reclaim the animal from the ASCMV during the allotted Reclamation Period upon payment of all fees that may be owed for the impoundment of such animal.

(1) Any animal not reclaimed within the Reclamation Period shall thereafter be considered the property of the ASCMV.

(2) The Reclamation Period may be interrupted if it is determined by the staff of the ASCMV that euthanasia of the animal is necessary due to the animal being in severe, acute distress, or if the animal is irremediably suffering.

(3) The ASCMV shall hold any animal impounded for running at large without pet identification for a minimum Reclamation Period of three (3) ~~working~~ days following impoundment with the exception of community cats impounded for TNR.

(4) The ASCMV shall hold any animal impounded for running at large with pet identification for a minimum Reclamation Period of five (5) ~~working~~ days following impoundment.

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(5) The ASCMV shall not be required to hold for any minimum Reclamation Period any animal that has been relinquished to the ASCMV by its owner/guardian.

(6) The ASCMV shall hold the body of any deceased animal delivered to the ASCMV with pet identification for a minimum Reclamation Period of ~~one (1) working day~~24 hours.

(7) The ASCMV shall not be required to hold for any minimum Reclamation Period any deceased animal delivered to the ASCMV without ~~P~~pet ~~i~~identification.

(8) The ASCMV shall hold any animal impounded as a care and maintenance impoundment for a minimum Reclamation Period of five (5) ~~working~~ days following impoundment.

(9) The owner/guardian may not reclaim any animal that has been placed under a court-ordered detainment without court authorization.

(10) Any animal placed under quarantine shall be held for the full quarantine isolation and observation period before said animal may be reclaimed by the owner/guardian, unless a home quarantine is authorized by the Animal Care and Control Officer.

B. *Impoundment fees.* Fees for the impoundment and boarding of each animal shall be established by the ASCMV Board ~~director~~ and shall be collected and retained by the ASCMV.

(1) Payment of such impoundment and boarding fees shall not bar the imposition of any fine that may be imposed by a court of competent jurisdiction for the violation of this Chapter or state law.

(2) Boarding fees may be included for each day or fraction thereof of impoundment for feeding and care for such animal.

(3) The owner/guardian of any animal impounded shall be responsible for all fees associated with such impoundment and boarding whether or not the animal is reclaimed.

(4) All fees associated with such impound shall be paid to the ASCMV.

C. *Proof of vaccination.* A person reclaiming a ~~domesticated~~ companion animal judged to be three (3) months of age or older by the ASCMV staff and that was seized or apprehended from an address or location within the City shall provide a current rabies vaccination certificate for said animal before the animal may be reclaimed from the ASCMV.

(1) If a current rabies vaccination certificate is not provided, the owner/guardian or community cat caregiver shall ~~purchase~~ obtain ~~either~~ a new vaccination ~~or a vaccination voucher for the animal~~ from the ASCMV before said animal may be reclaimed.

a. ~~If the owner or community cat caregiver chooses to purchase a vaccination voucher, the owner or community cat caregiver shall sign an agreement stating he or she will have the animal vaccinated against rabies within thirty (30) days of reclamation.~~

b. ~~The owner or community cat caregiver shall subsequently provide the current rabies vaccination certificate for said animal to the ASCMV within thirty five (35) days of reclamation.~~

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(2) The fees for the rabies vaccination ~~and vaccination voucher~~ shall be set by and payable to the ASCMV.

D. *Proof of microchip.* Proof of a working implanted microchip in a ~~domesticated~~ companion animal ~~seized or apprehended from an address or location within the City and~~ judged to be three (3) months of age or older by the ASCMV staff shall be obtained by the ASCMV staff before such animal may be reclaimed.

(1) Proof of the microchip implantation shall be a scan of the animal by ~~an~~ ASCMV staff member confirming the presence of a working identification microchip.

(2) If proof of a working microchip ~~implantation~~ is not ~~obtained~~ detected, the owner/guardian or community cat caregiver shall be charged for implantation of a new microchip ~~implantation~~ by the ASCMV before the animal may be reclaimed.

a. ~~If the owner or community cat caregiver chooses to purchase a microchip voucher, the owner or community cat caregiver shall sign an agreement stating he or she will have said animal microchipped within thirty (30) days of reclamation.~~

b. ~~The owner or community cat caregiver shall then subsequently provide proof to the ASCMV within thirty five (35) days of reclamation that said animal has been microchipped.~~

(3) The microchip and corresponding owner/guardian or community cat caregiver contact information shall be registered ~~with~~ by the ASCMV.

(4) The microchip fee shall be set by and payable to the ASCMV.

E. *Proof of sterilization.* A person reclaiming a ~~dog or cat~~ companion animal judged ~~to be six (6) months of age or older by the ASCMV staff and~~ that was seized or apprehended from an address or location within the City shall provide proof that ~~said~~ the animal has been sterilized before the animal may be reclaimed if such condition is not readily obvious to the ASCMV staff.

(1) Proof of sterilization shall consist of a written certificate by a veterinarian stating that the animal has been sterilized, or that sterilization would be an unnecessary surgical risk for the animal due to its age or physical condition, pursuant to Section ___.

(2) If proof of sterilization cannot be provided or such condition is not readily obvious to the ASCMV staff, the owner/guardian ~~or community cat caregiver shall provide a sterilization deposit to the ASCMV. A~~ of an intact animal shall be sterilized prior to reclamation or an Intact Animal Permit obtained. The owner/guardian must pay all impound fees and sterilization authorization and fee.

(3) ~~The owner or community cat caregiver shall sign an agreement stating he or she will have the animal sterilized within thirty (30) days of reclamation or will obtain an Intact Animal Permit from the Animal Control Unit within such time.~~

(4) ~~The sterilization deposit shall be reimbursed to the owner or community cat caregiver upon presentation of proof of sterilization to the ASCMV by the owner or community cat caregiver within thirty five (35) days of reclamation.~~

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F. *Release of Community Cats*. Prior to release of any community cat, a licensed veterinarian must establish that the cat has been sterilized, ~~and is~~ microchipped, vaccinated ~~for rabies~~, and ear tipped. Community cats without microchip identification are not subject to the Reclamation Period of three (3) working days.

Sec. 7-45. Penalties.

Animal ~~Care and~~ Control may issue a correction warning to a person who violates this chapter, requiring the owner to correct the violation, in lieu of ~~a citation~~a citation, unless the violation endangers the health or safety of the animal, the animal has been wounded as a result of the violation, or a correction warning has previously been issued.

Any person who violates a provision of this ordinance shall be deemed guilty of a crime, and upon conviction, shall be subject to the penalty provisions set by Council Resolution and/or ~~Each violation of this Chapter shall be enforced and shall be punishable as provided in~~ Sec. 1–10 of this Code, as amended.

Every violation of this ordinance shall be a separate offense. Every day this ordinance is violated shall be considered a separate offense. When multiple animals are involved in the violation, each animal shall be considered a separate offense. Upon receipt of a citation, the person cited must appear in court.

The imposition of a penalty does not prevent revocation or suspension of a permit or other administrative actions.

Notwithstanding any of the penalties contained herein, in the event any animal damages property, whether public or private, or causes injury to any person or animal, and such damage or injury is found to have been an element of the violation of any provision of this Ordinance, the court may, at its discretion, require the defendant to make restitution within a reasonable time to the victim of said damage or injury.

Sec.____. Fees and Penalties

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