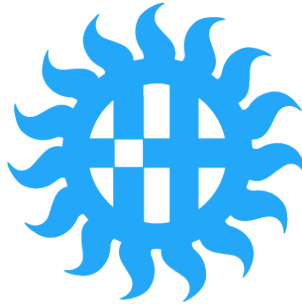


CITY COUNCIL AGENDA

Monday, February 2, 2026 at 1:00 PM

Council Chambers



CITY OF LAS CRUCES

Mayor
Eric Enriquez

Mayor Pro Tem
John Munoz

Councilors
Cassie McClure
William Mattiace
Michael Harris
Johana Bencomo
Becky Corran

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

700 N. Main St.
PHONE (575) 541-2067

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CONSENT AGENDA

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

Page

1. OPENING CEREMONIES

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

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

3. PUBLIC PARTICIPATION

4. ACCEPTANCE OF AGENDA

5. CITY COUNCIL MINUTES

- 5.1. Regular City Council Meeting of January 5, 2026. 4 - 28
[City Council - Jan 05 2026 - Minutes - Pdf](#)
- 5.2. Work Session of January 12, 2026. 29 - 37

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

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

- 7.1. RESOLUTION NO. 26-099: A RESOLUTION AUTHORIZING A CONTRACT WITH SINGLE SPACE STRATEGIES OF ALBUQUERQUE, NEW MEXICO FOR THE CITY STRATEGIC PLAN UPDATE FOR A TERM OF ONE (1) YEAR, IN AN AMOUNT NOT TO EXCEED \$145,000 SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-025). 38 - 57

[Resolution No. 26-099 - Pdf](#)

- 7.2. RESOLUTION NO. 26-100: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET. 58 - 81

[Resolution No. 26-100 - Pdf](#)

- 7.3. RESOLUTION NO. 26-101: A RESOLUTION AMENDING THE FY2026-2031 CAPITAL IMPROVEMENTS PROGRAM. 82 - 101

[Resolution No. 26-101 - Pdf](#)

- 7.4. COUNCIL BILL NO. 26-014; ORDINANCE NO. 3106: AN ORDINANCE AMENDING CHAPTER 23, SECTION 23-36. POLICE SERVICE AIDES OF THE LAS CRUCES MUNICIPAL CODE. 102 - 109

[Ordinance No. 3106 - Pdf](#)

- 7.5. COUNCIL BILL NO. 26-015; ORDINANCE NO. 3107: AN ORDINANCE TERMINATING THE PROJECT PARTICIPATION AGREEMENT (PPA) WITH 828 PRODUCTIONS, LLC, RELIEVING THE CITY OF AN OBLIGATION IN THE AMOUNT OF APPROXIMATELY \$1,858,015.22, CONDITIONALLY AUTHORIZING THE FULL TERMINATION OF THE PPA AND ORDINANCES 3028, 3054, AND 3067, AUTHORIZING CLAWBACKS OF FUNDING EXPENDED UNDER THE PPA, AND AUTHORIZING REPAYMENT TO THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT. 110 - 465

[Ordinance No. 3107 - Pdf](#)

8. BOARD APPOINTMENTS

9. NOTICE OF PROPOSED ORDINANCE(S)

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

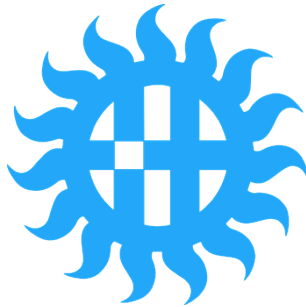
- 9.1. COUNCIL BILL NO. 26-016; ORDINANCE NO. 3108: AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, DIVISION 3, SUBDIVISION XIV. VETERANS ADVISORY BOARD OF THE LAS CRUCES MUNICIPAL CODE (LCMC) REGARDING MEMBERSHIP. 466 - 473

[Ordinance No. 3108 - Pdf](#)

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11. CITY MANAGER REPORT

12. **ADJOURNMENT**



MINUTES

City Council

Monday, January 5, 2026 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, City Councilor - District 3 Michael Harris, and City Councilor - District 6 John Munoz

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR BENCOMO

1.2 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - COUNCILOR BENCOMO

Councilor Bencomo Kasandra Gandara with a proclamation for Youth Mentoring Month.

Rochelle Miller-Hernandez, Destination Management Director gave a presentation on the Mesilla Valley Balloon Rally.

1.3 JOBS OF THE WEEK.

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

1.4 PETS OF THE WEEK.

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

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

2.1

None.

3. ORGANIZATIONAL CEREMONY

3.1 SELECTION OF MAYOR PRO TEM.

Mayor Enriquez said we will open it up for nominations for Mayor Pro Tem.

Councilor Mattiace said he would like to nominate John Munoz.

Councilor Corran said I would like to nominate Councilor Bencomo.

Christine Rivera, City Clerk said this one is for John Munoz for Mayor Pro Tem. Councilor McClure, yes, Councilor Mattiace, yes, Councilor Harris, no, Councilor Corran, no, Councilor Munoz, yes, Councilor Bencomo, no, Mayor Enriquez, yes.

Christine Rivera said he got four votes which makes him the next Mayor Pro Tem.

4. PUBLIC PARTICIPATION

4.1

Liz Rodriguez-Johnson, Member of the Public said here is a list of the top six actions Las Cruces Utilities is taking that we know of to falsely minimize the number of lead or galvanized pipes that should be replaced. All six maneuvers violate the Lead and Copper Rule. Number one, attaching non-lead classification to piping by falsely claiming it was installed after the lead ban when it was actually installed before the lead ban. Inventing non-lead classification for piping with no documented records to justify it. Number three, inventing non-lead classification for piping without any justification whatsoever. Number four, falsely classifying piping as non-lead plastic and inventory report even though the inspection report shows that piping is actually lead and/or galvanized which must be replaced. Using an inspection technique that looks exclusively at the meter box, a technique which is not capable of finding lead lined piping or lead or galvanized piping further up the line, both of which EPA has said must be accounted for, leaving half the city off of the inventory and off the inventory map. That is a really effective way of deceptively cutting in half the number of lead pipes that are acknowledged and must therefore be replaced. Every one of these actions by Las Cruces Utilities removes for all practical purposes the effected properties from the list of properties that need piping replaced, which appears to be the city's goal. This is real, this matters. Every one of these decisions by Las Cruces Utilities means that fewer lead pipes are being found or acknowledged there are likely to exist in Las Cruces. A city that has significant portions that were built long before the 1986 lead ban. Every one of these actions is unacceptable and clearly violates the rule. Every one of these decisions has the potential to harm the health of city residents, especially children, unborn children, and seniors. Why is the City Manager allowing Las Cruces Utilities to do this? Why is the City Council allowing the City Manager to allow Las Cruces Utilities to do this? If Las Cruces Utilities is going to such lengths to cover up the true number of lead and galvanized pipes in the city what else is being covered up?

Lynn Moorer, Member of the Public said today for the start of the new year I am going to spell out ways to fix the top ten fixable mistakes in legal deficiencies related to the city's compliance with the Lead and Copper Rule. Number ten, restore to the online

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inventory correct installation dates, designation of sensitive populations in disadvantaged neighborhoods and inspection dates and revised water hook up locations on the maps so they correctly match the property's address. Number nine, replace the worthless disclaimer that pops up on the web page with a message in English and Spanish that explains how the website can be translated into Spanish or other language. Number eight, send out notices to all property owners with galvanized piping requiring replacement, all new customers and all of those with unknown service lines. Number seven, apply for more funding to competently carry out all EPA requirements enlisting the help of a different city department to double check the math in all funding applications. Parks and Recreation is filled with friendly people, I am sure they would be willing to help out the Utilities Department. Number six, correct all inventory records so that they actually match the inspection reports and include all the connector materials in the inventory that inspections find. Number five, provide justifications for the characterizations for every single property so people can know why the city thinks a property's piping is galvanized for example. Number four, correct the characterizations for all properties so that the justification of installation after lead ban is used only for properties whose installation date is actually after 1986. Number three, include all properties on the inventory including all mobile homes so that every single property in the city shows a water hook up if it has one and what kind of piping the city thinks it has. Number two, sample the tap of everyone who requests it. And the number one way to fix the top ten fixable mistakes and legal deficiencies related to the city's compliance with the Lead and Copper Rule, institute several additional inspection techniques recommended by EPA including but not limited to vacuum excavation, potholing, snaking a camera up the interior of the pipe and/or digging along the entire length of the pipe exterior should so you can actually determine if there is lead lining and/or a piece of recycled lead piping placed somewhere in the middle of a service line and go back and redo all the inspections so far which just looked in the meter box and didn't use one of these additional procedures.

LaVaughn Hart, Member of the Public said I am the Director of the Spay and Neuter Action Program, SNAP. I am here today to provide an update on the spay and neuter program that we have going on with the city. As many of you know we are on our second year of the program with the City of Las Cruces and we continue to see significant increases in the number of vouchers issued for spay and neuter surgeries for the pets of low-income residents of Las Cruces. As of December 31st, we are seeing an over 50% increase in the number of voucher requests over the same period last year. This is wonderful for the residents of Las Cruces and their companion dogs and cats. I have provided copies of data showing the results of the first five months of the 25/26 fiscal year. As you will see, almost 470 cats and dogs have been spayed or neutered, 319 have received rabies vaccinations, and 241 have received microchips. We have already issued over 749 vouchers just in the last five months, yes our participating vets are very busy, and the SNAP office is seldom quiet. While SNAP is delighted to see the increases in the number of surgeries, vaccinations and microchips, these increases have led to SNAP expending the funds provided by the city in just the first five months of the fiscal year. We are aware that these are tight budget times for everyone. However, without additional funding from the city it is likely that SNAP will have to reinstitute co-pays this spring. This is something that the SNAP Board doesn't want to do because we know it will impact residents' ability to avail themselves of our services. We are looking for grants and trying to increase

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donations, and our goal isn't to reduce the need or eliminate the need for co-pays. If any of you have ideas, we are open to them. We are looking at being as creative as we can be. SNAP has received a New Mexico State Spay and Neuter grant for trap neuter release and to increase our outreach to south county but that doesn't help the residents of Las Cruces directly. We are truly grateful to the City of Las Cruces for supporting our program. It has enabled us to assist a greater number of Las Cruces residents, and we are looking forward to more spays and neuters and happy pets in 2026.

Robert Williams, Member of the Public said I am a business owner and a father. I am here today because there is a lot of economic issues going on that I am concerned about and I am glad that we have people here still trying to get the lead pipe problem fixed. I have been coming off and on for a few years and I can't believe we are still a few years in and trying to get it fixed, and I know Las Cruces is growing and so I appreciate them always showing up. Seems like when I am here they are always showing up, and it is good to see that, and I am glad that it is kids' month in January. We have a lot of things going on politically with immigration. A lot of things that really messes with my mental health and as a student, I am a student at New Mexico State University getting my master's degree in business and one of the ways I keep my head organized is through fitness. What is going on with the skate park? So is this like a project that started, and we took funding for something else? Does anybody have any answers as to why we can't finish it? It looks like it is about 80% complete and it is still locked up. I think you guys should at least open the gate and let us start skateboarding. So, I want to see what is going on? Why is it taking so long? And why does something as simple as that, I know we got parks everywhere. It's free, it doesn't cost anything for us to do and even me at 43 years old, I didn't have a mentor growing up. My mom was a single parent and that was one of the things that I did to meet other kids like to have fun. I just want to see if anyone can give me any answers as to why it is taking so long? I know we got other things going on but like I say can we at least get this one part, project finished up. It doesn't seem like a big thing and which construction company is doing it? Is it somebody from Las Cruces or do you need a construction company to finish it. What is the hold up on it? Does anybody have any answers on that while I am here?

Nicholas Talent, Member of the Public said I am here to talk a little bit about Parks and Rec. We are a town of 115,000 people odd. How many ADA accessible weight rooms do we have in the city right now? Can anyone answer that? It is zero. We have zero weight rooms in a town of this size. I am a passionate racquetball player, that is what I really love. As of right now we have zero racquetball courts open to the public. NMSU does but they are 18 plus. For the Youth Mentor Month, they are not allowed to use that. That is my big thing is that I know it is because Meerscheidt is under construction. Why was there no planning with that? Why did we close the racquetball courts at Meerscheidt the day that NMSU closed their racquetball courts for Christmas break? We built the East Mesa Community Center, why isn't there a weight room in there? There is an outdoor fitness facility. If I could do a chin-up I would do chin-ups at my house. We need equipment. We always hear about Dona Ana County is 40% obese and we make it so hard to even utilize the resources that we have. I have lost 140 pounds going to Meerscheidt in the last three years and I have been slowly watching it become more and more and more difficult to use these facilities that we

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have. I use pretty much a Parks and Rec facility almost every day if I can. If you don't use them we are going to lose them, that is one of my beliefs. In the last 6 months the bathroom at Burn Lake has been open for one day when the soccer fields were being utilized and those port-a-johns there are like nightmares. I don't understand why this is the case. There must be some reason for it but I just don't understand it. The racquetball courts at Meerscheidt are being used for storage. Why don't we get storage units or portables outside for the people to work out of. The one court has been used for storage for three years. This is not a new thing for the construction, two years before the construction it was being used for storage.

Cindy Habor, Member of the Public said I am a big animal advocate. I have fostered dogs for probably 20 or more years in the state that I used to live in and in this state. I have done it with our shelter. I have also done it with rescues, and I am really pleased that we're getting this spay and neuter thing that it has been enhanced, it has been improved in the last year and I really do appreciate it. Yesterday I saw a petition going around and it addressed some of the issues that I have been very concerned with about what is going on at the Mesilla Valley Rescue Center for dogs, animals and pets and it is about euthanasia rates. When I first moved here we did not have the euthanasia rates that we have now and at that time I saw posted many pets were euthanized on a regular basis. I am not seeing that now. I don't know if they are not being posted or if I am not looking in the right places, but I am not seeing them. I have heard from different rescues, I do keep up with the rescues that they are having difficulties getting enough notice about the at risk pets in the thing, that they don't have enough notice to try to place them and there were a couple that were only, there was a notice like two hours before they were going to be euthanized. We also need something to change. So, we will only euthanize animals that have an untreatable and/or suffering condition or if they are at a major, a huge behavioral risk but not some that have little issues that a trainer could work with or anybody who has worked with trainers.

Juan Garcia, Member of the Public said the Regional Aquatic Center is an excellent, excellent fitness center. This is particularly good for people my age. It can cater to younger folks to but it is a great place to go. Happy New Year and congratulations to our new and returning councilors, best of luck. I woke up on January 3rd and switched on the news. The American military had just wrapped up an operation in Venezuela. No reported US or Venezuelan casualties. Minimal fire power used, mostly to keep hostile forces at bay. It was nothing like the chaotic and deadly Afghanistan withdraw under Biden. Now the former Venezuelan leader is in the US to face trial. "Since 2019 more than 50 countries including the US have refused to recognize Maduro. Maduro leads the Cartel of the Sons, a Venezuelan drug trafficking organization comprised of high-ranking Venezuela officials. From Pew Research over 650,000 illegal Venezuelan immigrants reside in the US. And why are they coming? Venezuelan's have fled their homes due to hyperinflation, severe shortages in food, medicine, high poverty, and a traumatic contraction of JDP making basic necessities unaffordable for many, authoritarian rule, a lack of democratic freedoms and government repression, heightened levels of insecurity, and violence all under the regime of the Dictator Maduro and a failed socialist state. Mayor Mamdani from New York and Senator Soules, is strong admirer of Mamdani might learn from this lesson. So why are we having protest by the left in support of this atrocious dictator? Plenty on the left are

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experts of spreading misinformation including the New Mexico Delegation and frankly quite a few folks in our twisted upside-down community. Why? Because of the hatred for the President. On 21 June 2020, Biden stated, "Trump talks tough on Venezuela but admires thugs and dictators like Maduro, as President I will stand with Venezuela and for democracy". I guess those were pretty empty words, standing by a dictator who is allegedly murdered thousands and has nearly destroyed his country is despicable but many of our friends on the left don't care. Their hatred for Trump supersedes. This is the upside-down world that we live in today.

Donna Stryker, Member of the Public said I would like to congratulate Councilman Harris and Councilman Munoz. Thank you for your willingness to serve not only your district but your community as a whole. I would like to thank all of the councilors for their willingness to serve even if we don't agree. It is hard to be an elected official. Today I would like to issue all of you, including you Mayor a challenge. I would like you to ask yourself in your heart of hearts which type of elected official you are? There are two kinds. The one that truly in their hearts wants to be change in the world, wants to help others, and wants to make a difference in the lives of their constituents, their city, their community through selfless service, no agenda, no behind the scene deals, no but truly service. I have met a couple of you and I applaud you and I have listened, learned and grown from that interchange. The other kind is not here to serve the community or their district or the city of Las Cruces, there is an agenda, self-serving, bigger plans and it is not about selfless service. It is about the end game, the big picture. Regardless of what you are my challenge to you, each and every one of you is to have a town hall, each of you, some of you have but all of you and meet with the City Manager, have him arrange for the department heads to attend, give plenty of notice after work for those voters and constituents that have to worry about how to attend a meeting like this and more importantly don't talk, listen. Don't tell everybody how great you are and what you have done, what you are going to do, etcetera. Ask them what they want, what they need, what are their concerns about? If you truly wish to serve this community instead of yourself and you want to serve your district and this city don't talk. Listen, truly listen. You will not always hear what you want but unless you actually listen, actually ask your districts, your city's concerns and what they are, how can you serve effectively? Your job is not to serve special interest groups only. Your job is to serve the people of this city when you were sworn into office the oath was very easy to understand. I challenge you to show me and all of us in this community in 2026 just which kind of elected official you really are.

Liz Bennett, Member of the Public said I want to start off the new year by welcoming the new city council members with an urgent reminder and plea as you face the work ahead of you to please carry with you the charge to invest in care not criminalization. The militarization of civilian life and the criminalization of the human struggle creeps into our city through the targeting of black and brown communities, the criminalization of poverty, the use of lethal force in response to mental health crisis and the use of mass surveillance technology like the unsecured AI powered Flock cameras currently placed throughout Las Cruces. I want to acknowledge that there are genuine concerns to respond to around community safety but how we respond matters. The effectiveness, of the strategies that we use matters. A take them out and lock them up approach is ineffective and in fact perpetuates the cycles of poverty, trauma and discrimination that breed violence in the first place. Historical and empirical data spell

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out the facts that investing in education and employment opportunities free accessible public spaces and services, opportunities to connect with peers, diversion programs and common-sense gun control laws are the types of initiatives that truly prevent harm and promote community safety particularly among young people. On the contrary, incarceration often increases the likelihood of reoffending and recidivism. I have provided several research articles that go into further detail. It is right here in our own backyards among our elected officials and community advocates where we have the most power to act in accordance with our values in the face of the dangerous national and local trends to maximize state aggression. Las Cruces as a community has demonstrated our capacity to invest in each other's wellbeing. It is a part of our identity that we must intentionally and purposefully hold on to. Please hold this at the forefront of discussions on how to invest the \$11 million of additional annual GRT funds, keeping in mind that the community clearly voice their support for funding libraries, affordable housing, parks and trails, over the harmful and traumatizing expansion of carceral infrastructure.

Lucas Herndon, Member of the Public said it is a new year, it is 2026 and that gives us some statistics to look back on for the year 2025. Police killings were slightly down in 2025, 2024 remains the highest year on the books for police killings. Unfortunately, despite that overall national statistic New Mexico still led the way as the most deadly state for citizens to be killed by the police in 2025. This city, our city continues to tolerate a Police Chief who uses his position for political purposes. I have brought it up multiple times, as have others. It has been well documented and as of last month when I spoke it was unquestioned, right? The event that he spoke at was a political rally by the Republicans held at the school board not an official state business but a political rally and while we all have a right to express our personal opinion when in uniform and on the clock my understanding is as an employee the Chief is not in a situation where he gets to do that. Later today and I can't stay to talk about it and I understand that we are asked to speak on these things, but I am on my lunch break so later today the city will be affirming an MOU with the cop union to give the cops raises. I oppose this on the grounds that the cops already have the second largest line item of the entire city budget and when it comes to the percentages overall, they are the only line item that is over 20% which is one in five of my dollars goes in paying cops. That again statistically are the most deadly in the country when it comes to us moving around as supposedly free citizens. I know that there has been consternation at me speaking on this issue. I just want to reassure you, the council and all my fans behind me, that I will be here all year reminding you about this as long as it remains an issue.

Vic Villalobos, Member of the Public said I haven't been here for a while. I assure you I have been staying busy trying to raise money for the city for the city council with my taxes and you are welcome to take two of my five dollars to pay for the Police Department when you give them that raise, I am more than happy to do that. I am here actually to say that we don't always get to be here but the majority of us, and I say the majority of this city is in support of law enforcement the way it is done. I should want to thank Chief Story specifically for the latest Bridging the Badge. I was completely aware of youth crime in our city and I am pretty hard to shock and I have to tell you that when I saw the videos of what some of these youth are doing in our community I was shocked and it really surprised me that you have this underlying

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factor and yes things are getting better in many aspects of what we do when it comes to law enforcement and by the way I completely support Veterans in law enforcement, as a Veteran I take some offense that people don't like the discipline and maybe the support of our country that it created in me but I think it is a good thing and I think it is a good thing to instill in our law enforcement and Fire Department. I look back at two years ago tomorrow which would be the day that my friend and teammate in Search and Rescue, Mitch Russell who was starting his young life, he got a new job with the Forest Service where he was going to be maintaining a pack of wild horses which was his dream up in Northern New Mexico and part of Colorado. He had been recently engaged and had come down to visit with me and a few other people and two days after that he went to Walmart to get some stuff for his grandma and he saw someone breaking into cars and decided he should intervene, as I would have and many of us would. That person shot Mitch three times in the chest and killed him. That person started out as a juvenile. His criminal history was long. It started with just abusing women, I believe he had a rape charge in there, he had interactions with police where he had actually gotten into a gun fight with police. He was a known problem. There was no incarceration for him when he was young. There was also no treatment for him which I agree we need treatment for youth, not necessarily just incarceration and as he grew to an adult turning 18 that is when he escalated to doing what he did. That person served less than six months because of a judge here in our community who let him go and so what I am saying here today is support the Chief, support what he wants in Santa Fe, and bring change because it has to start with our youth.

Lonnie Montgomery, Member of the Public said I am a follower of Jesus Christ. And I don't think they have done away with prayer so I would like to pray for you people. I appreciate you being elected and hope you take care of God's constituents better known as taxpayers. Dear Lord God, thank you for these people that they have decided to serve, and I ask blessings of discernment and wisdom that they could come to good decisions for everybody within the city in Las Cruces. This I pray in the power of Jesus name, Amen. And since I can speak on anything I am going to take full advantage. Being a former teacher I am going to come as part of my riff raff report I would like to do on different things on teaching that some people may have missed out when they were going through schools in this area and other areas and so I started with the Constitution of the United States and the beginning of the Christian Republic. The first thing that Ben Franklin wanted to do was pray, so they did. Were they Christians? Yes, they were. William Penn was a Quaker, George Washington was an Anglican, Charles Keen was Catholic, John Adams a Congregationalist, but all were Christians. They believed we were endowed according to Declaration of Independence by our creator with certain inalienable God given rights among those are life and liberty in the pursuit of happiness. So why did the break away from George III. He established tyranny against the states, he forbade their government from passing laws without his consent, he dissolved representation, repeatedly he made judges depend on his will alone to establish new offices to harass the people and so on and so forth. Standing armies among the people without their consent, cut off trade with the rest of the world and impose taxes without representing the citizens which we could learn from, and sent Americans to Britain to be tried, splendid, and the legislature abolished the laws. So, we got together and they said they wrote the Constitution and, in the Constitution, they have certain amendments and certain things that people think that are in there but are not. That will be continued on the

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next riff raff report.

Derrick Pacheco, Member of the Public said I live at 640 South Mesquite, in the Historic Mesquite Neighborhood. My family has been on the block for over one hundred years. I am highly invested in what I am about to say right now to all of you. On Wednesday, September 10th at 9:28 a.m. I asked a sitting city councilor on the bench right here, "could we organize a community meeting regarding the nearly 100 Flock cameras coming to Cruces? I don't feel good about it at all to be honest". The response, "let me ask Story when there might be another town hall. We are actually touring RTCC tomorrow so I should have more info then". That never happened. I am here today to ask you to bring forward a resolution to cancel the city's contract with Flock Safety. Remove the cameras and require deletion of locally stored data that is not tied to a specific lawful investigation. Before I get into the reasons, I want to briefly explain what Flock actually is because many people hear the word camera and think it is just another traffic cam. Flock is not a normal camera. It is a license plate surveillance system that automatically photographs every vehicle that passes, records the time, location, vehicle type, color, bumper stickers and travel patterns and stores that info in a searchable database. A simple way to think about it especially for those of us who grew up before smartphones is this, imagine if in the 70's or 80's the city had stationed a police officer on every major road, writing down every license plate where you were and when you passed even though you had done nothing wrong and then kept those notebooks for months. That is what Flock does except it does it 24 hours a day automatically and at a scale that no human could ever do. Now let's talk about why cities from across the country are walking away from Flock. In just the past year multiple cities have canceled or declined to renew their Flock contracts including Flagstaff, Arizona, Eugene, Oregon, Cambridge, Massachusetts, San Marcos, Texas. These cities have cited concerns about privacy, cost, outreach, and lack of measurable public safety benefits and those concerns turned out to be justified. Recent investigative reporting revealed that live video feeds and administrative panels from Flock cameras were exposed on the open internet meaning that strangers could watch real time surveillance footage and access stored data. Cities affected included Bakersfield, California and Brookhaven, Georgia.

Jim Wilcox, Member of the Public said today I am celebrating five years of living in Las Cruces and I wanted to go back and look at some of the great things that have happened since I have been here. This is not an exhaustive list, and it is not in any particular order but one of the things I want to recognize that the council did was the dog spay and neuter ordinance and we heard about that today and I think it is a great thing that you have done that and I think it is going to help a lot of animals avoid the ultimate consequence that some of them see. Also, the TNR Trapping Neutering and Return of cats, when I got here there was a cat hanging around and she bred and I said what is going on here you know? And so then I noticed that she was gone and this other black male cat was gone for a little while and they came back with clipped ears and the little grey female I got and enticed her and she had gotten beat up by another cat and she got inside the house and now she is my indoor feral cat and I have another guy outside that has his own kitty condo, he's got a heater, he won't come in but he is having a good time out there and then I rescued another guy that was hit on the street so that has been a great thing. Also, I wanted to point out that plastic bag ban when I got here that was a discussion and the council at that time

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passed it and one of the things we do is not notice what didn't happen. So we don't notice how few bags are out flying around because when I got here they were flying around all over the place like it was snowing and if you go out towards Burn Lake area, that big field out there used to be full of plastic bags and now you don't see one every once in a while so try to remember what it was like then. Try to remember how great now because it wasn't before. Also, Mira Celebration, that is a great celebration. Whoever is putting that on is doing a great job. I got to see everyone bouncing around out in front of the plaza. They had great music, they had people in these costumes, and it was like Carnival and I was like wow, this is really great. This is something that they don't have to pay for. The city picks up the tab or somebody is picking up the tab, sponsors. It is a great program, and it is great to see you guys smiling because you that is also lots of fun. Last but not least is the weed ordinance, the one you recently passed. Now people know which plants they have to pull out and which ones they can keep because they are native plants. Of course shepherding that and I like to call it the Wilcox Weed Ordinance but that is just something that we can just leave for another day. So those are the five top things that you guys have done, and I want to congratulate you. It is really great working with you and I am going to plan that I am going to stay even though Eugene was brought up today, my old hometown I am still staying.

Jim Hoerst, Member of the Public said I just have to defend separation of church and state. Some people wrap themselves in ignorance and pretend it is knowledge. It is really easy to read works by George Washington, Benjamin Franklin, and Thomas Jefferson, and James Madison and those guys who we consider to be the founders of this country. Franklin and Jefferson and Madison were deists, as well as Thomas Payne and many others and they decided to form a government not based on religion. Not based on the divine right of kings. Our government is instituted by the people. Not God, us. It is our government. We each answer to God individually if at all. No government person has the right to tell us what to believe, what not to believe, where to go to worship, or any such thing. They are not allowed to use public facilities to promote religion, they are not allowed to make religious declarations as though they knew something about God because they were elected to office. They simply serve the people, and religion is strictly the people's business and not the government.

George Pearson, Member of the Public said I am the Vice President of VeloCruces, the local bicycle and pedestrian advocacy group. About a month ago I was here with the sad news of two pedestrians' fatalities in our community. Today we have news on two more pedestrian crashes. One resulting in fatality and the other in a severe injury. We need to actively work towards Vision Zero with actions to improve transportation safety in Las Cruces. Some actions have been taken but it is working at the speed of government. Safe Streets for All grant was successfully received and the RFP for that I believe is in process, but I haven't heard a current update on that. This will be a useful tool towards Vision Zero. Also, the city is hosting a bicycle friendly community meeting on January 14th at 10 a.m. in the Roadrunner Room at Branigan Library. This is to work towards the city's application for a bicycle friendly community, and this also works hand in hand in improving safety for bicyclists and pedestrians. All of those interested should please attend. There are also a couple of other action items, I hope council could direct staff to implement it. Joining the Vision Zero Network should be done. There is no cost to the city, but this could be done perhaps through a resolution

setting out city policy to accomplish this task. There is also another practical step for a current construction project. The University Avenue Multimodal Project currently under construction is designed with twelve-foot travel lanes, except where it is right-of-way constrained where eleven foot travel lanes are used. Narrower travel lanes are known to help reduce travel speeds and improve safety. There is a peer reviewed academic paper from John Hopkins with this conclusion and also guidance on the FHWA website recommending narrower lanes. Most of the twelve-foot travel lane in the project are inside city limits. My ask is that council direct staff to formally contact NMDOT and ask that 11-foot travel lanes be used for the entire length of the project.

5. **ACCEPTANCE OF AGENDA**

City Councilor - District 5 Becky Corran moved, seconded by City Councilor - District 3 Michael Harris, to accept the agenda as presented.

RESULT:	Carried
MOVER:	City Councilor - District 5 Becky Corran
SECONDER:	City Councilor - District 3 Michael Harris
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, City Councilor - District 3 Michael Harris, and City Councilor - District 6 John Munoz

6. **CITY COUNCIL MINUTES**

6.1 REGULAR CITY COUNCIL MEETING OF DECEMBER 1, 2025.

6.2 WORK SESSION OF DECEMBER 8, 2025.

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

7.1 RESOLUTION NO. 26-080: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR SWEEPER EQUIPMENT, PARTS, AND LABOR WITH TEXAN WASTE EQUIPMENT, INC. VIA BUYBOARD CONTRACT 775-25 FOR A POSSIBLE TERM THROUGH JUNE 30, 2028 IN AN AMOUNT NOT TO EXCEED \$250,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-045).

7.2 RESOLUTION NO. 26-081: A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL SPENDING LIMIT FOR THE AGREEMENT WITH TURNER PUBLIC RELATIONS, LLC OF DENVER, COLORADO FOR PUBLIC RELATIONS SERVICES FOR VISIT LAS CRUCES TO AN AMOUNT NOT TO EXCEED \$130,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-018).

7.3 RESOLUTION NO. 26-082: A RESOLUTION APPROVING A WAIVER FROM 100% OF THE REQUIRED ROAD IMPROVEMENTS TO PECAN LANE ASSOCIATED WITH A PROPOSED SUBDIVISION KNOWN AS LUJAN TRACTS ON A 2.05 ACRE PARCEL LOCATED AT 6401 JEFFERSON LANE.

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

8.1 PUBLIC HEARING REQUIRED. **RESOLUTION NO. 26-083: A RESOLUTION APPROVING THE REQUEST FOR A RESTAURANT A – BEER AND WINE LIQUOR LICENSE, NO. BLA-0000014270, WITH ON PREMISES CONSUMPTION ONLY TO LA HOT POT & BBQ, LLC., D/B/A LA HOT POT & BBQ LOCATED AT 840 S. TELSHOR BOULEVARD, LAS CRUCES, NM 88011.**

The public hearing began at 2:12 p.m. There was no one for or against. Public hearing ended at 2:12 p.m.

Adam Ochoa, Senior Urban Planner gave the overhead presentation.

Mayor Enriquez asked that previous location did serve alcohol before, right?

Adam Ochoa said I believe it had the same license. It was an older one, they just called it a beer and wine only liquor license. The State of New Mexico has updated their slew of liquor licenses they provide now. But yes, they did serve alcohol there before as well.

City Councilor - District 5 Becky Corran moved, seconded by City Councilor - District 4 Johana Bencomo, to Approve Resolution No. 26-083.

RESULT:	Carried
MOVER:	City Councilor - District 5 Becky Corran
SECONDER:	City Councilor - District 4 Johana Bencomo
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, City Councilor - District 3 Michael Harris, and City Councilor - District 6 John Munoz

8.2 **RESOLUTION NO. 26-084: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE LAS CRUCES POLICE OFFICERS ASSOCIATION IN ACCORDANCE WITH LAS CRUCES MUNICIPAL CODE, SECTION 15-14, SCOPE OF BARGAINING.**

Jose Vargas, HR Assistant Director gave the overhead presentation.

Councilor Munoz asked is that pay going to be retro or is that going to be from December to December?

Jose Vargas said the MOU itself states that it will take effect the first full pay period once it has been ratified by council so if everything goes through today it would take affect January 11th.

Councilor Mattiace said I just had a ranking question. Being the second largest city in New Mexico where do we stand on the pay in comparison with the ranking let's say with the other cities?

Jose Vargas said from studies that we did back in September is the latest information we are currently 15th in the state when it comes to pay.

Councilor Bencomo said just to follow up on that question. Do you have data on the discrepancy between 10,11,12,13,14,15?

Jose Vargas said I do have some data. So as of September in order to break into the top 10 we are about \$1.50 off an hour.

Councilor Bencomo asked can you talk about sort of the other benefits that are included in this in terms of our insurance and things like that?

Jose Vargas asked yes in terms of retention things that we have?

Councilor Bencomo said yes.

Jose Vargas said we do have some incentives with PD as well. Depending on the degree and depending on background we do have I believe up to \$25,000 for some incentives and in terms of benefits we do have 82% of employer pay benefits for medical and for dental. We do have tuition reimbursement and then for PERA we do have a PERA pick up plan where we do pay a percentage on the employees' behalf for their retirement as well.

Councilor Bencomo asked on the 82%, just for the public to clarify the city for insurance benefits pays for 82%?

Jose Vargas said correct, absolutely. When it comes to that benefit out of 100% of the pie the city pays for 82% of that.

Juan Garcia, Member of the Public said when I heard 15th in the state it is pretty sad. Yes, thanks to the councilor over here for bringing up the benefits and everything else, I certainly appreciate it but with a high level of crime that the city has, 15th, that is pretty sad council. Hopefully you will revisit that number to make sure that our officers are well compensated in order to attract them and help address the issue that we currently have in Las Cruces.

City Councilor - District 6 John Munoz moved, seconded by City Councilor - District 5 Becky Corran, to Approve Resolution No. 26-084.

RESULT:	Carried
MOVER:	City Councilor - District 6 John Munoz
SECONDER:	City Councilor - District 5 Becky Corran
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, City Councilor - District 3 Michael Harris, and City Councilor - District 6 John Munoz

8.3 RESOLUTION NO. 26-085: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY’S ADOPTED FY2026 BUDGET AND AN AMENDMENT TO THE FY2026 VEHICLE ACQUISITION LIST.

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Gaby Prats, Grant Manager gave the overhead presentation.

Mercedes Tomayko, Management Analyst continued overhead presentation.

Councilor Harris said on the inductive chargers for the buses, if I remember correctly, we had talked about doing that some time ago. The project was being held up by needing a battery or something from EPE. So, is this for the first phase of the project or did we figure out how to get it done for that \$100,000 or is that a question for Richard?

Gaby Prats said there was some hiccups with the funding and it was funding that was awarded and then taken away and then they changed the RFP so there has been quite a bit of upheaval at FTA not necessarily with us.

Councilor Harris said I understood that there was two parts of it and they lost some. I am curious about the pedestrian roadway improvements related to the Community of Hope. What does that look like? Is that improvements on Amador, inside the facility?

Natalie Green, Neighborhood and Housing Revitalization Administrator said the project is on Amador. It is one moving the pedestrian crossway further west and then also adding a Hawk system. As you the pedestrians cross that street often and so the Hawk will be closer to the trail Armijo Lateral and Amador Crossing Apartments.

Councilor Harris said I actually got a comment from a resident about the area. I don't know if it is related to that since I am thinking about it I wanted to pass on that the signals on Compress are not ADA accessible, the buttons. So, I don't know if that can be fixed or added to this kind of thing since it sounds like it is pedestrian improvements?

Gaby Prats said that would definitely be something that we will pass on to Public Works.

Councilor Harris asked the Integrated Health Care Building, I am new so I would love some more details about that? And what the plan for that is?

Gaby Prats said the Fire Department has identified Station No. 3 as the location where they would like to build the MIH building. The MIH building is a central location for two projects, Project LIGHT and MIH and the staff there provide services not only when they go out on calls but also, they provide continuing services such as counseling, support to the community, it is a nice location that is easily accessible through public transportation so that is partly why they chose that particular site. The building needs quite a bit of work. It is in a state of not great repair and so the funding for all of this is not only to just improve the building, bring it up to code but also to furnish it, equip it so that staff will have a central location from where to operate. I am not sure if you are aware but the Fire Department Administrative Offices are pretty much at capacity so this a very needed project.

Councilor Harris asked this is both for staff and for members of the public to go and

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receive those services?

Gaby Prats said that is specifically for people who are in crisis and usually that is folks who have been affected by crime that may have been serviced by police or fire.

Councilor Harris asked what kind of improvements are required to the airport if any to support the Phoenix route? Since that is interstate do we need TSA to like set up something?

David Sedillo, Interim Assistant City Manager said there are not other requirements. The grant itself provides the funding for that is the Rural Service Air Flight that is going to be provided, we are just changing the route.

Councilor Harris asked is there maybe more specifics on what the Real Time Crime Center upgrades were proposed to be in terms of bandwidth? Are we running a bunch of new fiber out to traffic cameras? What are we talking about for that project?

Jeremy Story, Police Chief said right now we are still figuring it out. We are working with IT and Public Works to figure out what infrastructure we have and what we need to improve that so there is a possibility that we lay additional fiber although that money will not go very far if we do that. So, we are looking at broadband options and how we can make the most of that money that we have but there is a few different things at play right now. The goal is to actually increase the infrastructure that we have in the city which right now is kind of a hodgepodge and to plan out for the future a little better.

Councilor Bencomo said on page 15 you had mentioned the Lift Up site, that the site was not identified yet? I am curious if you could explain that a little bit more. Is that funding going toward changes in the current Lift Up site that has been identified or are they set for a new identified Lift Up?

Natalie Green said the Lift site has been identified. It is actually Sacramento, so it is the original Lift Up Neighborhood 1, and it is for planning and design for improvements to Sacramento Road.

Councilor Bencomo asked for what to Sacramento Road?

Natalie Green said Sacramento Road, near the Apodaca Park so it is in District 1.

Councilor Bencomo asked what is it going to be like lighting updates? Actual infrastructure?

Jimmy Moreno, Public Works Interim Assistant Director said Sacramento is currently at 90% designed. So, it will be roadway improvements, street lighting improvements, other ADA improvements throughout that corridor. So, we are looking to bid that near summertime.

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Councilor Bencomo said over the holiday break I saw a great article in the New York Times about Philadelphia and how they used similar programs like this to reduce crime by beautifying neighborhoods and it seems so simple but it is so effective and they talk about how effective it has been and Philadelphia and so I just want to lift up our Lift Up program. It is evidence based and it is just a good idea to continue to do this so thank you staff for continuing to make that a priority. Given the information you had on the Active Transportation Plan Mayor I would love to request a Work Session on that. I would love to know updates on the Active Transportation. I would love to know how this kind of funding is being spent and where there are gaps still. I think that is a really important conversation we need to be having right now. So that would be my request and then just lastly for City Manager. I feel like there has been quite a shift in a way that legislators are talking about capital outlay in terms of accountability and I think just like the uncertainty there is at the state level are vulnerable with funding and revenues and things like that and I think they are going to start looking at capital outlay much differently and so I just want us to have that in the back of our minds and perhaps even have, I don't want to add a lot more on staff. I don't want to say quarterly updates, but I would love more consistent updates just so that we are also better stewards of that message with our legislators in terms of how we are good stewards of that money and are spending it wisely.

Councilor Mattiace asked if I could go to page 14? I have had residents, and I think I have discussed this with you already Steven on Salopek Park. We had that homicide there in that park and there is about 15-20 neighbors that have been asking for increased lighting. Is there something maybe you can do with this money and maybe go over and say yes to them?

Steven Bingham, Parks and Rec Director said we had a purpose for this money identified.

Councilor Mattiace asked can you repurpose it?

Steven Bingham said let me get with my staff and see what we can do but we are aware of your request and have been trying to discuss it internally and weigh it against a lot of different requests and we will put something forward in the budget proposal for city council to consider among numerous park projects for this coming budget year.

Councilor Mattiace said whatever support from the Mayor and council I would appreciate it as well and City Manager.

Ikani Taumoepeau, City Manager said at the Budget Retreat we will talk about GRT allocations and so if this is something that you would like to bring up as well. This can be a priority from you and if there is consensus, we can move that way as well. I just wanted to share that avenue.

City Councilor - District 5 Becky Corran moved, seconded by City Councilor - District 4 Johana Bencomo, to Approve Resolution No. 26-085.

RESULT:	Carried
MOVER:	City Councilor - District 5 Becky Corran

SECONDER:	City Councilor - District 4 Johana Bencomo
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, City Councilor - District 3 Michael Harris, and City Councilor - District 6 John Munoz

8.4 RESOLUTION NO. 26-086: A RESOLUTION AUTHORIZING AN UPDATE TO THE VEHICLE ACQUISITION PROGRAM.

Mercedes Tomayko, Management Analyst gave the overhead presentation.

Councilor Munoz said electrification is of interest to me whether it is buildings or vehicles. I was wondering if you have, if not you can get me later where are we to goal or what percentage of vehicles are in the mix as far as electric?

Mercedes Tomayko said currently we are at 6% that is electric and hybrid. We are in the process of trying to move forward in purchasing and manufacturer availability has been one of our issues and so we are looking at different manufacturers currently so that we can bring in more electric vehicles.

City Councilor - District 6 John Munoz moved, seconded by City Councilor - District 5 Becky Corran, to Approve Resolution No. 26-086.

RESULT:	Carried
MOVER:	City Councilor - District 6 John Munoz
SECONDER:	City Councilor - District 5 Becky Corran
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, City Councilor - District 3 Michael Harris, and City Councilor - District 6 John Munoz

8.5 RESOLUTION NO. 26-087: A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND NM VALENCIA, LLC, FOR AN IMPROVED NEIGHBORHOOD PUBLIC PARK CONSISTING OF 2.026 ACRES KNOWN AS TRACT A OF ARROYOS AT SETTLERS PASS PHASE 2 IN AN AMOUNT NOT TO EXCEED \$533,000.

Katherine Harrison-Rogers, Parks Plan & Construction Administrator gave the overhead presentation.

Councilor Corran said I have just a couple of clarification sort of things I was curious about. One was the size of the park which is under what we expect for neighborhood parks but I did also notice that in the documents that there was a bunch of other swaths of park land that might be related to this and both for my own sort of interest I understand the context of why we expect neighborhood parks to be larger but why smaller parks are sort of problematic in the scope of sort of taking care of them as the city takes over them and the other swaths on the image are very small so I was curious if you could talk a little bit about that overall picture of where those green spaces, I would call them green spaces, I would assume they are green spaces kinds of things are and then also I know that there is a new development that is happening right now and you alluded to the Park Impact Fee structure that will be part of but I just wanted to double check on the future parks that are coming. I know the neighborhood is really worried about a number of things, traffic but I think that they

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are also hoping for robust sort of trails and spaces for folks to be outside so I hope you can talk about the bigger context for future developments and then why this is sort of in this odd space and generally for my new colleagues on council we did have a serious conversation about this idea of two versus three acre parks and I think we were really intentional in setting that are a little bit higher. I understand the context of this, but I just want to reassert that I would just like us to make sure that we are putting things at the three or higher realm.

Katherine Harrison-Rogers said I am going to go another visual so you can have a clear idea of what we are talking about. I would like to point out only Phase I which down here and Phase II, have been adopted as part of the master plan. Any of these other phases that you see sort of on the left-hand side of this screen have yet to be approved but they are conceptual in nature. In the long term discussions there was a discussion to actually add an additional acre to this two-acre park to have a three-acre park. Additionally, we have had a lot of discussions again with the design professionals and the developers about making sure that all of the other park spaces are connected in some sort of way to a trail system. One of the exceptions that we have in Realize Las Cruces for future park development is that we can consider sites that are less than three acres in size in so long as all of their parts are connected, ie. a trail system, maybe parklets in a larger park are at least three acres serving it and neighborhood if that makes any sense. In this particular context that is ultimately what we have discussed and what we envision. Again it is up to the developer to move forward with an amendment to a master plan to add those additional lands and then of course add those parks but even if they weren't to proceed today as we move forward and lets say ten years from now they decide to move forward the premise of those would still stand and we would still want to consider some connections and additions to existing parks that may stand alone and hopefully that answers your questions.

Councilor Corran said it does. This was actually the very confusing and that looks like a whole bunch of tiny places that we would have to be worrying about discontinuous, which is part of what we really hope and what the. I think the neighborhood is looking for that trail system that you alluded to so thank you for articulating that and sharing this picture and helps me and the neighborhood understand the future plans as well.

Councilor Harris asked if we don't collect the \$533,000 and the developer spends that whole amount are we still reimbursing for that or is it only up to the amount that is actually collected based on the size of the lots?

Katherine Harrison-Rogers said ultimately because the city is under one park district if you will we can actually utilize any unincumbered collected fees that preceded this to pay or reimburse the developer back in so long as all of the documentation susses out. We are not obligated to collect \$533,000 if you will in this particular neighborhood. It could have come from elsewhere or collected in the past.

Councilor Bencomo said I feel like you have gotten really good at reading our minds already because you knew exactly what we were going to ask and that is why you started your presentation the way you did. I am curious about because you said there would be less and less like this but I am curious about how many agreements like this

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are still in the docket?

Katherine Harrison-Rogers said at this time because of the approval dates on this particular project this is really just one of the last ones that you will see like this. I am trying to think in my brain if there are any that I am forgetting but I don't believe so. You may in the future see community parks or if a developer goes above and beyond the minimum requirements, we may want to develop an agreement to reimburse them for going beyond and above the minimums so that is a possibility in the future but we are not quite there yet.

City Councilor - District 6 John Munoz moved, seconded by City Councilor - District 5 Becky Corran, to Approve Resolution No. 26-087.

RESULT:	Carried
MOVER:	City Councilor - District 6 John Munoz
SECONDER:	City Councilor - District 5 Becky Corran
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, City Councilor - District 3 Michael Harris, and City Councilor - District 6 John Munoz

9. BOARD APPOINTMENTS

9.1 COUNCILOR HARRIS IS APPOINTED TO THE ASCMV, MPO, AIRPORT, AND CITY ART BOARD.

9.2 COUNCILOR MUNOZ IS APPOINTED TO THE SOUTH CENTRAL SOLID WASTE AUTHORITY, SOUTH CENTRAL REGIONAL TRANSIT.

9.3 MAYOR ENRIQUEZ IS APPOINTED TO THE OVERSIGHT COMMITTEE.

9.4 COUNCILOR MCCLURE IS APPOINTED TO THE COMMUNITY SCHOOLS.

9.5 DWIGHT EGGERS

City Councilor - District 4 Johana Bencomo moved, seconded by City Councilor - District 5 Becky Corran, to appoint Dwight Eggers to the Las Cruces Utilities Board.

RESULT:	Carried
MOVER:	City Councilor - District 4 Johana Bencomo
SECONDER:	City Councilor - District 5 Becky Corran
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, City Councilor - District 3 Michael Harris, and City Councilor - District 6 John Munoz

10. NOTICE OF PROPOSED ORDINANCE(S)

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

10.1

None.

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11.1 COUNCILOR MCCLURE

Happy New Year everyone and I will go quick. Welcome to the new councilors on board and I would like to second a call for the Active Transportation presentation just to see where we are on Vision Zero efforts and I will just give a quick story that I got stuck behind the water tank on Triviz and I thought I can go down Griggs. I could not. It was kind of scary. So, things like that and I would like to do a challenge to some of the people out there watching. Email me some of the desired paths you see when you are biking. Those things where you wish that was there. If that be something that we can integrate. If we can do small quick fixes to make our lives better on bicycles let us know. We are not going to know unless we are riding that route like I didn't know that I could get stuck behind the water tank.

11.2 COUNCILOR MATTIACE

I just have some inquirial questions that maybe Director Widmer maybe you could help answer. It is on the notice we got with our water bills. I think more of an explanation on if that is a new process, is it an old process to where you have three months as to not take any showers and save on water and your rate decreases or is that something that is new to the Utilities Department and I guess just having an absence for seventeen years and I don't know if it was something new.

Adrienne Widmer, Utilities Director said this is a normal process. Has been for decades. Is that the three winter months essentially December, January, February depending on where you are within your billing cycle we take those three months of the average amount and that and that is how you are billed for your sewer. We always do send out notices, hey we are in the three months make sure if you don't want a high wastewater bill to go ahead and not use a lot of water so ever since I have been around so it's been at least 20 years.

Councilor Mattiace asked on the notification and the education to the public it is just in the bills and it is also when you are paying electronically, the notification is in the electronic as well? A lot of people have mentioned to me that they didn't know about this because they just do online billing. They just pay their bill, and they are not getting notification like you do with your 8x3 flyer.

Adrienne Widmer said I will double check with my staff becasue I am not familiar with the actual when you get your electronic and you fill it or pay it. I will double check with that so that I would assume that there would be some kind of notice along with it. It is not like they are just sending something that says oh by the way you owe X amount. But I will double check on that and I can inform the City Manager to pass that along to you all.

Councilor Mattiace said I think it is a good program. It is a consumptive type. In other words, if they consume a lot of water in three months their rate will be higher. If they can save on the wastewater, on the consumption of water the bill could be lower. It would be great if more notification, education could get out to our, how many users do

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we have? How many people are hooked up to our water system?

Adrienne Widmer said we have close to 40,000. It is very typical and the reason that we do that is because typically these winter months not a lot of people are going outside and irrigating for their plants. So that is going to be your lowest use months relatively and obviously the wastewater is for water that you are using indoors and so that is why it's an average. So, it is averaged out and that is how it gets billed. You are not getting billed on like twelve months of average or the summer months are not included. So, it minimizes what each of us pay for wastewater.

Councilor Mattiace said that is quite generous of you. You are talking about December, January and February usage?

Adrienne Widmer said that depends on where your billing cycle is. For instance, yours is mid-November to mid-February. You can tell that by looking on your bill and it says when your meter read date is will kind of give you that idea.

11.3 COUNCILOR HARRIS

I don't have a lot to report but Happy New Year and I am glad to be here and looking forward to doing some cool stuff on council, thanks.

11.4 COUNCILOR BENCOMO

I am so excited to welcome our two new colleagues on to the council. Congratulations to Mayor Pro Tem Munoz and I of course feel deeply grateful for the two years that I got to serve this council and the city as Mayor Pro Tem.

One of the things I really have been thinking about lately that I wanted to make sure to talk about today was the tragic pedestrian deaths that occurred in December and I just feel like those messages are more and more frequent and really feel like it is an urgent matter for us to start thinking more seriously about how we address that and you know I am planning about talking about this at our Budget Retreat which I am very excited about which of course the public is invited to that. The media is invited to that come see how the sausage gets made and you know who shows up ready to do the work so that is a very exciting time for all of us and hope that some of you can tune in or stop by but I did just want to lift that up, the pedestrian deaths that are very concerning and you know a reminder for some I am still here just a couple chairs down.

11.5 COUNCILOR CORRAN

Happy New Year to my new and old colleagues and I mean that in the approximate two getting elected not age related. I am so glad you all are here and looking forward to working with you. I also support the idea of an active transportation pedestrian safety cyclist safety discussion. I would love and I will include this in my budget priorities, I know that residents really want to feel safe on our streets and I really would like for us to think systematically about that and I think whatever kind of conversation we might have with its active transportation, pedestrian safety, neighborhood traffic calming, all of that I think is really connected together and thinking about engineering our way into a safer city for those aspects my residents are

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very, that was the single biggest thing people talked about in the campaign trail was their streets and the safety of their neighbors within their neighborhoods and the risks to pedestrians so I support my colleagues in requesting that follow-up action and I just want to follow up really quickly.

I do understand that there is petition going that will come to the next ASCMV meeting, but I just wanted to sort of talk about a few specific things related to the ASCMV. Spay and neuter as you heard earlier is one part of our big picture. The Spay and Neuter Action Program is a community organization that work very tirelessly building that capacity. The ASCMV is something different and it is our municipal shelter that just takes in every animal that individuals drop off or that are found by animal control, the largest portions of how animals arrive there. First coming strays from animal control, second people dropping off strays or abandoning their animals and they do have an enormous intake for any community. There are a lot of statistics on the ASCMV website. Specifically, she asked about things like euthanasia rate and live release rate, what happens to animals when they go in the shelter and I did just want to bring up a few things when I first came to Las Cruces the Animal Services Center was putting to sleep about 8,000 per year. That was 2009, so 9,345 were put to sleep at the ASCMV. In 2024 2,609 were put to sleep at the shelter and I am not saying that is an acceptable number, I am not saying that any number is an acceptable number but just to put some context on the ways that the shelter is trying to solve the problem of huge numbers of animals arriving there. They have worked really dynamically and tried to address issues in the community in as many ways as they possibly can so I sort of just wanted to speak to that the folks at the shelter are working extraordinarily hard to get animals out of there alive and we had an Executive Director who left and we have been with an Interim Executive Director we have a new person coming on and hopefully with about a month Stephanie Lewis who I know will get to make some of these decisions. She is really well versed in a lot of the sort of best practices from across the nation. She is coming to us with an experience of both municipal sheltering and rescue background and an accounting degree for a business degree so she knows a lot of the aspects of the ASCMV inside and out and will be making a lot of decisions related to that so all of that to say folks who are here thinking about the ASCMV, first of all I hope that at least you would check out the website or who are anywhere thinking about the ASCMV not here but the one individual that was here isn't here anymore and I meant to go talk to her before she left but under who we are on the ASCMV website at the very bottom there are two things. Annual Reports and Statistics that are updated in different degrees of timeliness and including a very up to date statistics page that include euthanasia rates that come in our quarterly meeting. Our next quarterly meeting will be next Thursday, January 16th so folks are welcome to come to that but I do just sort of want to speak to the idea of one, the ASCMV is working really hard to address these issues in our community and two that we have a new Executive Director coming on who is going to take us to the next level I believe of humane sheltering and taking care of animals in our community. So, I understand all of the issues that go into that and the passion of the community and I just want to direct folks to a few resources that they might not be able to see otherwise so I hope to see anyone who is concerned about that to come to the meeting next week.

11.6 COUNCILOR MUNOZ

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also wanted to thank the voters who went out and voted in the last election. I know it has been a while and I wanted to do so. I wanted to say thank you those that supported and voted for me, it is my honor and I will do my best and also wanted to thank the council for their vote and I can tell you that Pro Tem Bencomo Emeritas, those are big shoes to fill and you have been a force on council and I look forward to working with you and the councilors as well, thank you.

With that I want to say that working together is difficult. It is not easy. It is easier to destroy, it is easier to criticize, it is easier to fight. The approach that I see with council here and mix of our new council, I know we have different paths but I know we all want to get there together for Las Cruces and we will have our discussions, and we will have our different paths but I know that we will come together. There are several things that I would like to work on next year and on the next four years as well is holistic approach to community safety, from behavioral health to construction programs, housing, wrap around services and tools for law enforcement and our first responders. I want residents to be and feel safe. I want our youth in our community to thrive. I also want to look at a comprehensive platform on collecting residents' concerns, questions, and ideas like lighting in parks. Like potholes so that we can get them in one comprehensive platform so that we can make database decisions. Very simple explanation if contractor A reports 10 potholes at the end of year and contractor B reports 1,000 at the end of the year maybe we should not do business with contractor B. Simple as that but definitely a way for us to more open, more transparent with governance and add accountability just for transparency. Something I want to work with the City Manager. I know he has done a great job, he and his team of subject matter experts but this just adds a layer of operational visibility.

Of course, I mentioned electrification. I am supportive of that. I want to make sure that as a council and from my perspective that we are also being supportive.

I want to work with Economic Development in our in-house economist. I want to work with he/she or they to help create jobs and to bring needed revenue to the city as well, so I am excited about that piece. Overall, I think that we are in a good community. We have our issues and there are issues that we can work out together. We see each other at the mall, at movies, at the gym, Roberto's more so for me at Roberto's but we are about 1700 miles away from Washington DC, this is our community and what we do or don't do effects each and every one of our families, our spouses, our friends, and so I am looking for brighter days ahead in Las Cruces.

11.7 MAYOR ENRIQUEZ

I just want to wish everyone a Happy New Year. Kicked it off this year at the Chile Drop, which was a great event, 2,000 to 3,000 people that were there to participate in the Chile Drop and I want to thank Mayor Pro Tem Munoz for being a partner with Main Street Las Cruces who helped coordinate that event. Also, the sponsors Nusenda Bank. More importantly you know the partnership and the working together with NMSU, the NMSU Engineering Program after 12 years, this was the 12th year for the Chile Drop. It was a new Chile. It was redone, redone, re-engineered lit up with LED lights and was really a crowd pleaser and we want to thank the students from NMSU and the engineering staff that allowed that to happen. It was a great event. So

just looking forward as everybody mentioned to looking to work together to have a prosperous and thriving Las Cruces in 2026.

12. CITY MANAGER REPORT

12.1 IKANI TAUMOEPEAU

Regarding the Walnut Skate Park situation. City of Las Cruces is very aware of the frustration in the community regarding the skate park and the update is that we set our standards super high as a community and as a city organization providing the community with a skate park that meets industry standards for safety and longevity. Our legal team has been in communication with the vendor, Spahn Ranch and continues to seek solutions to these issues due to the possibility of litigations the city cannot comment further at this time.

Regarding the East Mesa Rec Complex, I did want to share with the public comment that came although we do have the closure of this skate park, we do have a new skate park that opened and I want to let all community members know that it is at the East Mesa Rec Complex. It has been recently constructed, and it is currently open although we have not promoted it because there is construction with other amenities surrounding the skate park so it is very difficult to access safely and so it is something that is open if anyone does want to get some skating in. We hope to have a ribbon cutting late spring, April timeframe but we will keep you posted.

Additionally, there was a public comment regarding the Safety For All RFP update. It is currently up for negotiations with the vendor and anticipating completion and award at the end of this month and project will commence shortly after that.

Regarding Meerscheidt Recreation Center, it is true, it is sad. Racquetball courts are closed. I am also disappointed too but for great reason Meerscheidt is undergoing renovations, so storage is being utilized for our recreation center which is from the 1960s and to the next note it is about eight weeks, two to three months wait for the weight room and the racquetball courts to reopen. I did want to use that as a diving board into the next topic that council is considering various capital improvement projects including rec centers and upgrading rec centers and new rec centers and that will come at the Budget Retreat later this month so I just wanted to share that there is a lot of projects that council is considering at this time.

Economic Development, we are happy to announce that Endurance Technology has chosen Las Cruce Innovation and Industrial Park for their expansion. They are a Canadian company that did a nationwide search and chose us Las Cruces to expand into the US and will bring 41 new jobs and \$17.5 million in capital investment. So great job to Liz, Celina and then the whole economic team, thank you so much.

Last but not least. I echo the excitement from Visit Las Cruces and Rochelle and her enthusiasm. If you haven't been January 16th to 18th, please join the Mesilla Valley Balloon Rally. Bring your photos, it is a marvelous sight. And I want to say thank you to Rochelle, Liz, and Sergio and the team on bringing this back to Cruces.

13. ADJOURNMENT

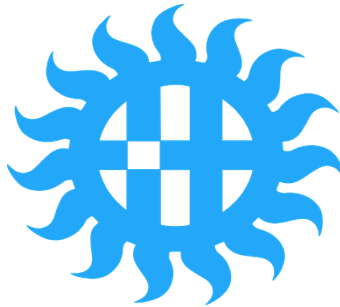
13.1

City Councilor - District 3 Michael Harris moved, seconded by City Councilor - District 6 John Munoz, to adjourn at 3:31 p.m.

RESULT:	Carried
MOVER:	City Councilor - District 3 Michael Harris
SECONDER:	City Councilor - District 6 John Munoz
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, City Councilor - District 3 Michael Harris, and City Councilor - District 6 John Munoz

Mayor

City Clerk



MINUTES

Work Session

Monday, January 12, 2026 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, City Councilor - District 6 John Munoz, and City Councilor - District 3 Michael Harris

ABSENT:

1. PETS OF THE WEEK

1.1

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

2. AGENDA ITEM

2.1 POLICE SERVICE AIDE (PSA) ORDINANCE REVISION.

Brad Douglas, City Attorney gave the overhead presentation.

Councilor Harris asked we have got commissioned officers, we have got codes, and animal control and PSAs and park rangers if you could talk a little bit about what kind of training or certifications that the PSAs have relative to those other jobs?

Brad Douglas said with regard to the PSA, I know that they have already received training with regard to report writing, citation writing because they already write parking citations. They have had training with courtroom procedure, courtroom demeanor. I do expect that there would be refreshers.

Cody Austin, Las Cruces Police Department Special Services Lieutenant said before what I have right here is our most recent academy that we had ran with the PSAs. It is a five-week academy. I would like to provide Ms. Rivera with a copy of them so you all have them. This is our most recent training schedule looks like and then from there I think it will give you a better idea of what they have. If you have a specific question

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about the duration or time that they receive that training, we can go in depth there. As Ms. Rivera hands those out it is front and back as you will see just like any other city employee who has been hired with the City of Las Cruces the first four days are normally orientation. Part of the onboarding that we have from here we would go into CIT, deescalation, dealing with persons with mental health issues, report writing, crime identification specific to Municipal Code when they are actually investigating a traffic crash they can identify what ordinance to properly cite under. From here we will go into crash investigation. They have already received approximately 40 hours of crash investigations along with search and seizure training, along with some defensive tactics. The PSAs are in a unique role where they have a lot of contact with the public and there may be some things under their authority that they are able to handle and we think it is important for them to understand clearly what their roles and boundaries are and if they encounter something that is going to possibly result in an arrest so as the City Attorney alluded to was DWI well then an officer would have to be called. So, then we want them to be trained in observing certain actions, odors, and slurred speech and things of that nature as to where we can get an officer there.

Councilor Harris said it is good to see that we have specific training for deescalation and dealing with people with mental health issues and mental impairments. I know PSAs probably have a lot of contact with the public and park rangers and those kind of roles too and I guess are there thoughts about adding more of that kind of training into this regime in the future?

Lt Cody Austin said yes, this five-week schedule is not set in stone and so if we start to see that maybe we have deficiencies or opportunities to grow we will definitely expand this or make the necessary changes within the schedule.

Councilor Corran said I just have to acknowledge that I have been reading the OIR reports and PSAs I would describe them as overrepresented in that sort of accountability measure that we track on and that might have to do with measurement, that might have to do with the types of reports that are a part of it but I am also curious about screening and then follow up for folks in this category because I think especially given that they are interfacing with the public a lot and some of the things that we read in the OIR reports are very troubling. I would like us to have a really tight sort of screening process and then a really strong follow up like we do with sworn officers. I understand that it might not be the same level, but I think those are two areas that would also help have some sort of parity or paying really close attention to it especially if there will be an increased interface, an increased authority given to those folks. So that is one thing that I am curious if you can talk about and then the other part I feel like we are probably not naming this, but I have a sense that there is an eco-system. There is something related to officers and their work which is not what I am considering as part of this but one part of this that I am curious about is my sense is that insurance companies and I don't want to name villains but I am going to name a villain in this conversation but my sense is that there is an increase in this conversation but my sense is that there are increased demands for documentation and accountability in traffic accidents and that is part of this over reporting. So I am just wondering if you can talk a little bit about if this is somewhat a response to a paperwork bureaucratic demand that exists that is totally external to everything that any police officers or anyone has control over but that is affecting our ability to serve

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the public and you might not want to name a villain specifically but either of you might talk a little bit about paperwork demand, I think it relates to IPRA. I think it relates to how our public records are available and accessible. I just think there is a bigger issue here where we are bearing the burden of basically a private transactional interface which is the whole point of a traffic report I think most of the time and if that is one of the variables that is contributing to this increased response and then I understand the police officers also have increased response to demands but I am hoping you might talk a little bit about that so screening and accountability and the second part of that is how much of this is because insurance companies are going through the rigamarole to get as much documentation as they can to never pay claims?

Lt. Cody Austin said we have a very similar hiring process as we do to our cadets. You will actually have your written exam. You are going to have a PT test. You are going to have an oral board and have a psychological, you're going to have a medical, you're going to have a polygraph. A lot of those run concurrent to how our academy standards are and what we have seen and reaped the benefit of is we have had four of our PSAs who have taken the step and transitioned into our police academy and will ultimately become officers and so we take it serious when we are trying to see who it is that we are bringing on and we want to hold on to them for as long as possible and so as far as for how we are bringing them on? It is very similar to our cadets. It is a very thorough and vetted process. To your second part, the numbers are concerning and when I looked at this and I see the rise in PSAs taking a number of crashes versus officers, it is a balance and so I looked at it in two parts and so one we can continue to have crashes and then we are very responsive. Or we can try and be somewhat proactive in our higher areas of vehicle crashes to where we will work with our Real Time Crime Center. We are working with our analyst to see and designate what are our highest areas for crashes and then we will send our officers there to target those areas and look at the contributing factors. I have seven motor officers that are assigned to that. You may see some updated post to where we have them taking specific actions in specific areas. While they are busy with that we have the PSAs that are back filling them and helping take crashes as much as possible. We have staggered their schedule from the 7 to 5 and a 10 to 8 o'clock at night to try and capture as much as possible. What it has created is when we have the PSAs unable to issue the citations it has really created a backlog for us because they are having to go back to an officer, pull an officer away to come and issue that citation when they had no real involvement in the case and ultimately leading to subpoenas for them in court and ultimately the implementation of the ROR through Municipal Court. What this would help us do is eliminate that by giving them a little bit more authority than what they already have and the case would stay with them. As far as for your insurance question, it is a hassle. The IPRA's that we get and the speed of which they come in it seems that it is a race just trying to keep up.

Councilor Corran said I just want to name that there are other variables that you also are accountable to that are just really bureaucratic BS in that case, I don't think is making the public any safer. I just think it is saving someone money and for me that stinks in the grand eco system of what we do. I understand how that is a variable in this paperwork, who can issue the paperwork and how it is issued in conversations and I just wanted to name it so thanks.

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Jeremy Story, Police Chief said just to clarify further Councilor, this really a is response to two issues. One having to call the officer to the scene to issue the citation obviously kind of undermines the whole point that council approved the PSA program which was to free up commissioned officer time but what also happens if there is not an officer available so to complete the crash report they will go back to the station, they won't issue the citation on scene obviously because they can't and then they will send a summons in the mail later with the citation, but that creates problems because it is not on the crash report right of way then it looks like I wasn't the person who did it and then insurance companies have a hard time figuring who is at fault and then the courts send out notice and if they don't appear well now they issue a warrant and this person got it in the mail and I think all of us would say I want to actually make sure that I got that citation if I am going to get an arrest warrant. So, this is addressing concerns that Municipal Court has brought to us as well as the issues on scene.

Councilor Munoz said if approved this is going to increase interactions. It has the potential to also increase the escalated interactions. I just want to know and probably already had this if not what are the plans for safety equipment like safety vest, Kevlar gloves, other items like that that will equip the PSAs to keep them safe?

Lt. Cody Austin said I think it is a valid question and one that we have considered and so some of those things that we have tried to address is through having high visibility uniforms for them, vests along with asp batons and pepper spray. These are things that we would give to them but the goal for them is not to engage, it is to be able to defend themselves and create distance and get away and summons for a police officer to come. I don't know if the numbers are going to increase that much more drastically because they are already showing up a lot of the time and we have had good success with them already.

Councilor Bencomo said when I was first reading about this I also a couple of flags were raised for me regarding OIR reports. I don't have a perfect memory but I do remember there being several and I think there are at least five reports that included PSAs in the OIR reports and again I don't remember all of them when they are outcomes but just reminded me that we have had sort of these concerns and so for me I think what I would just love for you to address a little bit more because I think a lot of folks have asked about that but I think for me an increase of authority means an increase of expectation of professionalism and I think I just want to make sure that we speak to that and we are committed to that.

Brad Douglas said that is a good point. That is something we that we have kind of thought about so even though these PSAs who are already working have already undergone a lot of trainings with regard to deescalation, professionalism, so on and so forth, what we were talking about if we do identify issues in the early going we will certainly provide them with refresher trainings, we could even and I don't want to speak for Chief or Lt. Austin but another option is something as simple as something we do for commissioned officers is as issues come up or we see trends that are either concerning or to something that we need to discuss, what we have done in the past is we have to do shift briefing. Like before we used to do before you go on these are the things to consider. These are things that you might want to watch out for, and these

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are things that you might want to watch out for from yourself as well and so that is something that we anticipate you know there could always be growing pains. We hope not and we don't think that there will be with this but if there are refresher training, remedial trainings, all of those options are on the table.

Lt. Cody Austin said one of the things I would like to add on to that is we already have a good model with Codes and ACO who have a similar authority. So, I don't think that is going to be a totally new adventure into this. I think the groundwork and the foundation has been laid and if we incorporate the higher standard that we have for our police officers as well then I think that we can measure it and I think Mr. Douglas had touched on a piece of that but I also think there is more with a continued ongoing inservice training and including them more and hopefully we can get there.

Councilor Bencomo said I appreciate that follow up from both of you and I appreciate hearing our concerns around it and I think the priority should both be safety for our officers, PSAs, non-commissioned officers included and the public as well.

Councilor Mattiace said I just have a different question. It applies to crashes since we have that topic being discussed and how the state ranks, we get rankings like 50th in the nation for education. But what are we on crashes? Is there a ranking? Is there an association that ranks the state, particularly Las Cruces and number of crashes?

Lt. Cody Austin said I have looked at that and some of the numbers that I have compared was NMDOT and they have a grant with UNM which generally runs two years behind and they have to glean the data and review it. You will see that our numbers are significantly lower than what they are reporting. The reason for that is because it will include other areas within Las Cruces that definitely do not meet our boundaries so we are getting some of the information from Dona Ana County Sheriffs and New Mexico State Police which isn't directly tied to us and so if there is correlation between education aspect of it, I couldn't answer that. What I can tell you is as I look at it is one of the contributing factor. Where is it that we need to be in? Can we be more targeted and more precise? We are trying to reduce those number of crashes, not only through enforcement but through working with our city engineers for roadway design.

Councilor Corran said my sense is actually to Councilor Mattiace's point is that LCPD does an extraordinarily good job of tracking this better than the two-year delay and you all are sort of have a lot more data points. I think that you all have a lot more data points that would be actionable than the folks in the county or in other parts of New Mexico so I really just wanted to say thank you for that and I think this would be and I think this is all about data too, right? Our own paperwork, piles of paperwork that we create. This helps us have that data more meaningfully documented and more consistently documented as you and Chief Story have alluded to. I just wanted to thank you for I think being a leader in the community in that annoying two-year gap report. I know that you guys are more on it than that is so thank you for that.

Mayor Enriquez asked when did we start again having PSAs with LCPD?

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Lt. Cody Austin said June 2016 is when they first came out.

Mayor Enriquez asked how many do we currently have?

Lt. Cody Austin said we currently have nine full-time positions.

Mayor Enriquez said I like the program. I like what it does. It is no different than when we look at priority dispatching, we want to make sure that if we have an extrication or an injury or if we just have a fender bender that we are sending the right resources out there and we are not duplicating services. So, this is a great way of doing it on the police side and it is also training ground. I guess he said that four have converted over to becoming police officers. This is a great introduction to the police service. So, I think this is on the right track and again the checks and balances, I am sure as part of the five-week training and what we have learned since 2016 is continued education in CEs and those types of things. The other thing is more for Legal. If there is any citations that go to Municipal Court who is trying these cases as a case agent?

Brad Douglas said so typically these would be officer prosecuted cases. My office for example has taken on a heavier case load with regard certain enumerated crimes. So, the City Attorney's Office prosecutes DWI for example, battery, assault on a peace officer, shoplifting and a number of others to try to try to have our officers engaging at what we think of as more traditional crime detection, law enforcement activity. So, if this were to pass the PSAs right now, they prosecute their own parking citations, they would be prosecuting these but what I will say is that my office is happy to be a resource for any PSAs that need us because they are going to be taking on increased responsibilities.

Mayor Enriquez asked this is similar to our Code Officers and Animal Control but your office is there for any checks and balances, any trends, any things that are taking place that we can see that we need to make some changes or additional training?

Brad Douglas said that is correct. Just like we already do for our codes section for our animal control section we will be a resource for those PSAs.

2.2 ANNUAL INSPECTOR GENERAL BRIEF.

Charles Tucker, Inspector General gave the overhead presentation.

Councilor Harris asked when you say we are allowed 100 complaints on the hotline is that like 100 dials, 100 real complaints?

Charles Tucker said if the complainant leaves a complaint that counts as a complaint. So even if it is somebody complaining about people not flushing the toilets in City Hall that counts as a complaint if it goes to the hotline. We have two sides of the hotline. We have an employee side, and we have a public side and all of those count as 100. They are all balled into the same 100 and we have only exceeded that number once since I have been here.

Councilor Munoz asked on the complaints that are employee related you said you

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don't handle those but those employee relations, you don't handle those?

Charles Tucker said I do if it is something that involves fraud, waste, or abuse. If it is personality issues I will let a director or I will send it to a manager to look at and let them work that through. I try to stay out of stuff that is not fraud, waste, and abuse.

Councilor Munoz asked I am assuming that there is some HR training or some sort of training that employees know how or what should go to the hotline or feel comfortable going to the hotline or how does that work?

Charles Tucker said I try to stay in my lane with fraud, waste, and abuse. When it comes to HR issues I think by the time I get the complaint they are pretty frustrated so they may have tried to use their managers and especially when it comes to Animal Services Center and they had no Director for a long time, they had an interim and I think there was a lot of finger pointing at people that was going on so that is why I wanted to talk with the new Director once they are in place and sit down and let them know what I have seen that is come across my desk just to give them a heads up.

Councilor Munoz said I was just looking at optimizing your time and ensuring that we are not spending more taxpayer money than we need to spend. Yes, training and communication would definitely help.

Councilor Corran said I appreciate that follow up with ASCMV specifically or anytime that you feel that this is happening in an area that you can do this education with folks about the best ways to address it I really appreciate you doing that proactively so thank you. I just sort of wanted to follow up with you all. I know we also in a different presentation when we get climate survey results typically to council. I think some of the things that boil to you are also represented to you and I know we get those each year. I can't remember what the timeline is for those and then we also get our audit which I think is coming to the next meeting or one of the next two meetings. So just to triangulate some of the things you talked about other domains we do hear about some of those too. So, there is an opportunity for that feedback too, so I appreciate you seeing those different spears and sending things in the different directions that they go. I was hoping you could talk a little bit about how you interface with Oversight Committee. I say this because I also am not on the Oversight Committee and I know that they are working on things, that you work with them pretty closely so I am just hoping that you could just talk a little bit about that just to get us all on the same page because this is the first time we have had this type of conversation so thank you for doing it and being here.

Charles Tucker said I do work with the Oversight Committee. We meet sometimes it is once a month. Sometimes it is once every other month. It depends on how many cases we have. Right now, our ordinance calls for me to have my cases go before, anything that I investigate it gets redacted and then it goes to the Oversight Committee for them to review and then they can make comments. If they don't agree with my findings or they don't agree with my issues that I identify they have the ability to attach another document to that and that will go to the City Manager. But they review everything that I have done.

Councilor Corran said there are connections, but it is also an independent conversation.

Charles Tucker said correct. If I am doing something incorrect or if I am standing over something that should not be, like initially we had a problem with our redacting process that was going on with the cases. They were redacted when I would look at them online but somehow when they got emailed all the redactions would be gone, so oh we have to figure that out. So, that was an issue in everything that was just laid wide open and we are trying not to do that because we don't want to point people out to the public on some of the issues that were taken care of within the city. So, we got that fixed. Yes, everything that I do investigate is reviewed by the Oversight Committee.

Councilor Mattiace asked when the Oversight Committee and the Inspector General, there was sort of a sabbatical, how many years was it not happening?

Charles Tucker said I can't remember exactly when we started up again but I know the Oversight Committee closed down in October 2023. That was under Mr. Eakman and then maybe there was a part maybe we went a whole year without an Oversight Committee and then we started back up again. I can't remember exactly what month it started.

Brad Douglas, City Attorney said I believe that we were effectively without an Oversight Committee for approximately 9 or 10 months.

Charles Tucker said it may not have been a year then Councilor Mattiace. I also am the liaison for the Veterans Advisory Board. So, I do that as well and I have really, really enjoyed working with my fellow Veterans on that for the city. Now I am taking care of calls coming in from other sources. So, I have a whole folder of complaints that I am working on now from a habitual complainer.

Mayor Enriquez asked when you said some of them are either employee relations or policies are you gathering that data to see what those policies are and then the data from maybe where those departments, those employee relation problems are coming from so that it could either be a policy change, training, or something of that effect?

Charles Tucker said a lot of times what will happen is when somebody gets on to the hotline and they are making their complaint they will select something like employee relations and it is not really employee relations it something like somebody was acting out during a meeting or something like that and another employee didn't like it. They don't want to go to their boss because they fear retaliations so they just call it into the hotline and it is not really an employee relations issue, it's just personality issues but yes I gather all the data and I have all the data if you we wanted to go through it but anytime we see something where it is a policy issue then that will be addressed if it truly is a policy issue. A lot of times what will happen is when we get these things, everything that I get on the hotline goes to a hotline committee, which consists of the two Assistant City Managers, Brad, and Jo, our HR Director. We all develop a course

Agenda Item #5.2.

of action, and those investigations will either be sent down to a director for them to investigate or have one of their subordinates investigate or it will come to me to investigate. Or if it is not even something that we should be taking care of it will go to either Lt. Alva over at the LCPD or we will send it down to whoever it belongs to. If it is one of our JPAs we will send it down there and have them do whatever they need to do with it but anything that is a policy issue, yes, we will look at and make sure that if we need to update our policies we will all talk about it at that point. It is not only me making those decisions, it is everybody on the committee.

3. ADJOURNMENT

3.1

City Councilor - District 5 Becky Corran moved, seconded by City Councilor - District 3 Michael Harris, to adjourn at 2:13 p.m.

RESULT:	Carried
MOVER:	City Councilor - District 5 Becky Corran
SECONDER:	City Councilor - District 3 Michael Harris
AYES:	City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, City Councilor - District 6 John Munoz, and City Councilor - District 3 Michael Harris

Mayor

City Clerk



26-099

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A
1st Reading:	Adopted: February 2, 2026
Drafter:	Donny Prosisce
	Department: Financial Services
Title:	A RESOLUTION AUTHORIZING A CONTRACT WITH SINGLE SPACE STRATEGIES OF ALBUQUERQUE, NEW MEXICO FOR THE CITY STRATEGIC PLAN UPDATE FOR A TERM OF ONE (1) YEAR, IN AN AMOUNT NOT TO EXCEED \$145,000 SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-025).

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

PURPOSE(S) OF ACTION:

To authorize a contract for the City strategic plan.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) utilizes a City Strategic Plan (CSP) for guiding the City’s priorities, resource management, and decision-making processes over the next several years. The current Strategic Plan, adopted in 2021, is due for an update to reflect evolving community needs, City Council priorities, and ensure continued alignment with the long-term vision outlined in the 2020 Elevate Las Cruces (ELC) Comprehensive Plan.

The intent of this strategic planning process is to balance the community’s long-term vision, available resources, and City Council’s near-term priorities to produce a plan that is both clear and implementable. Central to the City’s approach is ensuring plans remain living documents, responsive to changing circumstances and continuously aligned with the community’s long-term vision. This updated Strategic Plan will directly facilitate the organization’s efforts to translate strategic priorities into tangible outcomes while supporting the City’s Comprehensive Plan (Elevate Las Cruces) and guiding meaningful community improvement.

The City envisions a streamlined but robust process for developing the CSP, ideally resulting in a newly adopted plan after a 12-month planning process. The final document will incorporate best practices in strategic planning, embrace innovative techniques, and set clear and achievable priorities. It will be a living document, flexible, responsive, and fully integrated into the City’s ongoing cycle of planning, implementation, and evaluation, supporting the City’s ongoing efforts to serve the community and advance its vision.

The City's Purchasing Program issued Request for Proposals no. 25-26-025 on September 19, 2025 to hire a consultant to develop the new CSP. Four (4) proposals were received and evaluated by the Selection Advisory Committee (SAC) on November 19, 2025. The SAC is recommending award to Single Space Strategies of Albuquerque, New Mexico. The Community Development Department is requesting authorization to contract with Single Space Strategies for a term of one (1) year, in an amount not to exceed \$145,000 plus applicable taxes, subject to approved budget appropriations.

SUPPORT INFORMATION:

[Exhibit "A" - 25-26-025 City Strategic Plan PSA](#)

PLAN(S):

City Council Strategic Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: 160,000

AVAILABLE AMOUNT: 160,000

EXPENDITURE AMOUNT:
145,000

Funding Source(s):

10446002-721070

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing a contract for development of the City Strategic Plan with Single Space Strategies of Albuquerque, New Mexico for a term of one (1) year in an amount not to exceed \$145,000 plus applicable taxes, subject to approved budget appropriations.
2. Vote "No"; this will deny the Resolution, which could delay revision of the City Strategic Plan, and City Council will need to provide staff with alternative direction.
3. Vote to "Amend"; this will modify the Resolution based on City Council direction to staff.
4. Vote to "Table"; this will delay awarding a contract for development of the City Strategic Plan, which could negatively impact City operations.

RESOLUTION 26-099

A RESOLUTION AUTHORIZING A CONTRACT WITH SINGLE SPACE STRATEGIES OF ALBUQUERQUE, NEW MEXICO FOR THE CITY STRATEGIC PLAN UPDATE FOR A TERM OF ONE (1) YEAR, IN AN AMOUNT NOT TO EXCEED \$145,000 SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-025).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) utilizes a City Strategic Plan (CSP) for guiding the City's priorities, resource management, and decision-making processes over the next several years; and

WHEREAS, the current Strategic Plan, adopted in 2021, is due for an update to reflect evolving community needs, City Council priorities, and ensure continued alignment with the long-term vision outlined in the 2020 Elevate Las Cruces (ELC) Comprehensive Plan; and

WHEREAS, the intent of this strategic planning process is to balance the community's long-term vision, available resources, and City Council's near-term priorities to produce a plan that is both clear and implementable; and

WHEREAS, this updated Strategic Plan will directly facilitate the organization's efforts to translate strategic priorities into tangible outcomes while supporting the City's Comprehensive Plan (Elevate Las Cruces) and guiding meaningful community improvement; and

WHEREAS, the City's Purchasing Program issued Request for Proposals no. 25-26-025 on September 19, 2025 to hire a consultant to develop the new CSP; and

WHEREAS, four (4) proposals were received and evaluated by the Selection Advisory Committee (SAC) on November 19, 2025, and the SAC is recommending award to Single Space Strategies of Albuquerque, New Mexico; and

WHEREAS, the Community Development Department is requesting authorization to contract with Single Space Strategies of Albuquerque, New Mexico, for a term of one (1) year in an amount not to exceed \$145,000 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 a contract for development of the City Strategic Plan with Single Space Strategies of Albuquerque, New Mexico, for a term of one (1) year in an amount not to exceed \$145,000 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

Agenda Item #7.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

25-26-025
City Strat Plan

THIS AGREEMENT, made and entered into on this ___ day of February, 2026 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Single Space Strategies of 7200 Constitution Avenue NE, Albuquerque, NM 87110, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

City of Las Cruces Strategic Plan

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 25-26-025 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$145,000.00 plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on date of award for a term of one (1) year.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as

agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar

days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and

provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain 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.
- 4. Professional Liability: \$1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the

CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces PO Box 20000
Las Cruces, NM 88004
ATTENTION: Chris Faivre

With Copies to: City Attorney
Purchasing Manager

TO CONTRACTOR: Single Space Strategies
7200 Constitution Ave NE
Albuquerque, NM 87110
ATTENTION: Sydney Tellez

23. SCOPE OF AGREEMENT

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

24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY,

such conflict poses a conflict to and with the performance of CONTRACTOR’S obligations under this Agreement, or is otherwise, a violation of the CITY’S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

SINGLE SPACE STRATEGIES

CITY OF LAS CRUCES

BY: _____
Sydney Tellez
Director of Legal & Government
Affairs

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 for  01/09/2026

City Attorney

EXHIBIT A

SERVICES

1. Project Purpose and Background

The City of Las Cruces ("CITY") is engaging the CONTRACTOR to lead a comprehensive update to the City Strategic Plan, aligning it with the Elevate Las Cruces Comprehensive Plan, the existing City Strategic Plan, department business plans, and current community conditions. The Strategic Plan will guide City Council priorities, capital investments, and operational decision making over approximately the next 2 to 5 years and will be designed to integrate with the CITY'S existing performance management platform (Envisio) and reporting practices.

The CONTRACTOR will provide a structured, data informed and engagement driven planning process organized into phases that move from pre planning and assessment to engagement, vision and recommendations, implementation programming, and final plan adoption.

2. Term and General Schedule

The anticipated project duration is twelve (12) months from Notice to Proceed. A more detailed project schedule with milestones and task phasing will be developed and maintained by the CONTRACTOR as part of Task 1, consistent with the draft 12-month project timeline submitted in the proposal.

Key milestones will include, at a minimum:

1. Completion of project work plan and public engagement plan.
2. Completion of Current Conditions, Policy Review, and Needs Assessment report.
3. Completion of core engagement activities (external stakeholders, Council work sessions, internal staff).
4. Agreement on strategic priorities, goals, and draft recommendations.
5. Completion of Implementation Program, Capital Funding Strategy, and Performance Framework.
6. Release of draft Strategic Plan for review.
7. Final plan adoption by City Council.

3. Tasks and Deliverables

Task 1. Project Management and Pre Planning

1.1 Project Work Plan and Schedule

- Develop a detailed project plan and schedule that identifies phases, tasks, milestones, decision points, and deliverables for the full 12-month period.
- Identify interdependencies between tasks and key meetings (Council, internal stakeholders, community engagement).
- Establish communication protocols, document sharing standards, and expectations for timely review and feedback.

1.2 Public Engagement Plan

- Prepare a written public engagement plan describing:
 - Engagement objectives and key audiences.
 - Engagement formats (public meetings, small groups, online tools, surveys, etc.).
 - How input will be recorded, analyzed, and used in plan development.
 - Accessibility and language access strategies.

1.3 Internal Kick Off

- Design and facilitate an internal CITY staff kick off activity with the project team and relevant leadership to:
 - Review scope, schedule, roles, and responsibilities.
 - Confirm available data, existing plans, and priorities.
 - Validate engagement and communications approach.

Deliverables - Task 1

- Project Work Plan and Schedule.
- Public Engagement Plan.
- Kick off agenda, materials, and summary notes.

Task 2. Current Conditions, Policy Review, and Needs Assessment

2.1 Data Inventory and Current Conditions

- Compile city-wide current conditions and readily available data from CITY staff, including relevant demographic, socio economic, land use, service delivery, and organizational information.
- Identify and obtain missing key data elements, including those the CITY cannot readily provide, using appropriate tools such as GIS, census data, or other secondary sources.

2.2 Policy and Plan Review

- Review and synthesize existing planning documents, including but not limited to:
 - Elevate Las Cruces Comprehensive Plan.
 - Current City Strategic Plan and Envisio progress reporting.
 - Department Strategic Business Plans.
 - Other adopted community plans and policies as identified by the CITY.
- Assess alignment of existing plans with community needs and Council priorities, identifying conflicts, gaps, and areas needing clarification or refinement.

2.3 Needs Assessment

- Utilize current conditions and policy review findings to assess community needs, demographic trends, economic conditions, and social challenges.
- Identify gaps and opportunities in CITY services, organizational capacity, and capital investment.
- Develop preliminary strategic themes to guide engagement and priority setting.

Deliverables - Task 2

- Current Conditions, Policy Review, and Needs Assessment Report suitable for integration into the final Strategic Plan.
- Any new datasets produced (e.g., GIS shapefiles, CSV files, or other analysis outputs) in usable formats as agreed with CITY staff.

Task 3. Engagement

The CONTRACTOR will implement an engagement program that includes external stakeholders, City Council, and internal staff. At a minimum, the following will be completed.

3.1 External Stakeholder Engagement

- Organize and facilitate stakeholder meetings with diverse community groups, including neighborhood associations, business organizations, educational institutions, advocacy groups, and other partners identified through Task 2.
- Conduct geographically distributed public engagement sessions, including at least one session in each City Council district, using accessible and multilingual formats.
- Utilize multiple engagement methods such as small group discussions,

interactive forums, and online tools.

- Partner with trusted local organizations to help reach historically underrepresented communities.

3.2 City Council Engagement

- Conduct individual interviews with each Council member to document top priorities, concerns, and expectations for the Strategic Plan.
- Facilitate a minimum of two formal work sessions with City Council, in coordination with the City Manager and staff, to:
 - Discuss draft priorities and policy directions.
 - Review alignment with Elevate Las Cruces and other adopted plans.
 - Discuss budget implications and resource considerations.
 -
- Prepare all agendas, presentation materials, and follow up summaries for these sessions.

3.3 Internal Stakeholder Engagement

- Convene an internal staff stakeholder group at key points in the process.
- Conduct one on one and/or small group meetings with department leadership and key staff to:
 - Validate needs and operational realities.
 - Identify cross departmental opportunities and constraints.
 - Inform development of recommendations and implementation details.
- Written summaries of all external stakeholder sessions, including key themes, challenges, and opportunities, and recommendations for incorporating input into the plan.
- City Council work session materials and written summaries of discussions, decisions, and action items.
- Internal stakeholder engagement summary documenting identified challenges, opportunities, and implementation considerations.

Deliverables - Task 3

- Written summaries of all external stakeholder sessions, including key themes, challenges, and opportunities, and recommendations for incorporating input into the plan.

- City Council work session materials and written summaries of discussions, decisions, and action items.
- Internal stakeholder engagement summary documenting identified challenges, opportunities, and implementation considerations.

Task 4. Plan Vision, Goals, and Development of Recommendations

4.1 Vision and Strategic Priorities

- Utilize the Elevate Las Cruces Vision Framework and findings from Tasks 2 and 3 to refine or confirm a vision appropriate to the Strategic Plan's shorter planning horizon.
- Facilitate an Executive Leadership Strategy Session with the City Manager, department heads, and key staff to:
 - Review Council priorities and engagement themes.
 - Confirm 2 to 4 overarching strategic priorities for the plan period.
 - Identify high level objectives and desired outcomes under each priority.

4.2 Recommendations Framework

- Develop a set of clear goals and related recommendations under each strategic priority that:
 - Are achievable or can be substantially advanced within the Strategic Plan horizon.
 - Reflect operational realities, including staffing, resources, and budget constraints.
 - Identify dependencies, potential tradeoffs, and unintended consequences.
- Iterate recommendations with CITY staff, incorporating feedback and documenting the source of each major recommendation (e.g., engagement input, data analysis, Council direction).

Deliverables – Task 4

- Vision and Strategic Priorities summary.
- Final set of strategic recommendations, including documentation linking recommendations to engagement, analysis, and Council feedback.

Task 5. Implementation Program

5.1 Prioritized Work Program

- Develop a detailed work program outlining prioritized initiatives for approximately 2 to 5 years, including:
 - Specific actions milestones.
 - Responsible departments and key partners.
 - Resource considerations and sequencing.
- Structure the work program to support tracking and reporting in Envisio, including fields necessary for roll up reporting.

5.2 Capital Funding Strategy

- Provide a concise summary of capital needs and projects tied to implementing the Strategic Plan's recommendations.
- Prepare a funding alignment matrix that links strategic initiatives to potential funding sources.
- Identify emerging funding opportunities, legislative changes, and state or federal programs relevant to CITY priorities.
- Develop presentation materials that CITY staff can use to support Council discussions on resourcing key initiatives.

5.3 City Process Integration

- Review existing CITY processes for budgeting, capital improvement planning, departmental goal setting, and performance reporting.
- Recommend adjustments and coordination mechanisms so that the Strategic Plan functions as a "living tool" integrated into regular management and decision making.
- Provide a visual, step by step work program describing how the plan will be activated and maintained across departments.

Deliverables - Task 5

- Prioritized Work Program, including visual roadmap and Envisio ready structure.
- Capital Funding Strategy memo and presentation materials.
- City Process Integration brief and internal memo outlining recommended process changes.

Task 6. Performance Framework

6.1 Key Performance Indicators (KPIs)

- Co-develop with CITY staff a focused set of KPIs aligned with strategic priorities and recommendations.
- Define each KPI, including metric definition, targets, data sources, reporting frequency, and responsible parties.

6.2 Performance Tracking and Reporting

- Recommend protocols and processes for ongoing performance tracking and reporting that leverage existing Elevate Las Cruces, department business plans, and internal reporting cycles.
- Design reporting templates, dashboard prototypes, and associated guidance for use in Envisio and other CITY tools.

Deliverables - Task 6

- KPI Framework.
- Performance Tracking and Reporting toolkit, including templates and dashboard prototypes.

Task 7. Final Plan Compilation and Adoption

7.1 Draft and Final Plan Document

- Prepare a draft Strategic Plan incorporating the following sections at a minimum:
 - Vision and Strategic Priorities.
 - Community Conditions, Needs, and Engagement Summaries.
 - Plan Recommendations and Narrative.
 - Implementation Program, Capital Funding Strategy, and Performance Framework.
- Revise the draft based on CITY staff review, leadership feedback, and direction from City Council.

7.2 Adoption Support

- Prepare and deliver a final presentation to City Council at the meeting where plan adoption is considered.
- Provide all preparatory materials, including slide decks, talking

points, and supplementary graphics.

- Assist in responding to questions from Council and the public regarding the plan.

7.3 Plan Production and Accessibility

- Deliver final plan in the following formats, adhering to ADA best practices (WCAG 2.1 Level AA):
 - InDesign and/or Illustrator source files.
 - Print ready PDF (spreads and single page).
 - Fully tagged, ADA compliant PDF.
 - All associated graphic assets and artwork files.

Deliverables - Task 7

- Draft Strategic Plan.
- Final Strategic Plan in required formats.
- Council adoption presentation and materials.

Task 8. Post Adoption Implementation Support

Subject to available budget and CITY authorization, the CONTRACTOR will provide limited post adoption implementation support focused on early implementation and capacity building.

Activities may include:

- Development and administration of a brief survey to CITY staff and key stakeholders to assess the planning process and identify improvement opportunities for future updates.
- Technical assistance and training for staff responsible for performance tracking, dashboard management, and data collection related to the Strategic Plan.
-
- Preparation of communications materials to support rollout of the adopted plan, such as "plan on a page" summaries, FAQs, and draft internal or public messaging.

Deliverables - Task 8

- Post adoption survey instrument and summary of findings.
- Training materials and session summaries, if training is conducted.

- Communications materials related to initial implementation and plan rollout.



City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A
1st Reading:	Adopted: February 2, 2026
Drafter:	Gaby Prats
	Department: Financial Services
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET.

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

PURPOSE(S) OF ACTION:

To accept grant awards and amend the FY26 budget.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

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

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

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

SUPPORT INFORMATION:

- [Exhibit "A" - Fund Summaries 02-02-26](#)
- [Attachment "A" - ASCMV - Las Cruces 25-J9503-10 IGA fully executed agreement](#)
- [Attachment "B" - MPO - FFY26 MVMPO NTP P125040 FHWA award Signed](#)
- [Attachment "C" - PD - FFY24 HIDTA G24SN0006A Modification No 5](#)

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

- ☒ Yes
- ☐ No

Agenda Item #7.2.

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

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept the grant awards as presented and amend the City's FY2026 Budget.
2. Vote "No"; this will not approve the Resolution to accept the grant awards as presented and amend the City's FY2026 Budget.
3. Vote to "Amend"; this could delay the Resolution and the process of spending the grant funds within the predetermined grant schedule and require direction to staff.
4. Vote to "Table"; this will delay the Resolution and will impact the implementation of the grant agreement, the City department's ability to utilize the funds and return the grant funds to the granting agency.

RESOLUTION 26-100

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET.

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 starting as Attachment "A" and each additional agreement will be attached as subsequent attachments.

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

(I)

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

(II)

THAT the 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
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2025-26

Exhibit "A"

	1000 GENERAL FUND 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 76,170,624	65,192,664	0	65,192,664
Revenues				
Municipal Gross Receipts Tax	55,085,239	63,618,909	0	63,618,909
Public Safety Gross Receipts Tax	4,880,700	5,596,283	0	5,596,283
Hold Harmless Replacement GRT	17,000,000	16,008,310	0	16,008,310
State-Shared Gross Receipts Tax	50,825,436	54,862,747	0	54,862,747
Environmental Gross Receipts Tax	2,259,525	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	21,000	28,228	0	28,228
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	750,000	592,149	0	592,149
Lodgers Tax	0	0	0	0
Property Taxes	14,957,286	14,957,286	0	14,957,286
Payment In Lieu of Property Tax	817,771	817,771	0	817,771
Franchise Fees	2,595,000	2,595,000	0	2,595,000
Payment In Lieu of Franchise Fees	1,446,584	1,446,584	0	1,446,584
Licenses, Fees & Permits	3,250,210	3,365,485	0	3,365,485
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	120,750	120,750	0	120,750
Charges For Services	7,186,977	7,873,532	0	7,873,532
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	5,133,474	4,904,260	0	4,904,260
Investment Income	0	0	0	0
Miscellaneous Revenues	190,746	190,746	0	190,746
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	166,520,698	176,978,040	0	176,978,040
TOTAL RESOURCES	\$ 242,691,322	242,170,704	0	242,170,704
Expenditures				
General Government	5,691,810	5,691,810	0	5,691,810
Legislative	625,659	625,652	0	625,652
Municipal Court	2,078,721	2,078,721	0	2,078,721
City Manager-300	9,449,941	9,654,420	0	9,654,420
Legal	2,695,452	2,695,452	0	2,695,452
Las Cruces Police Department	41,095,944	41,069,046	0	41,069,046
Las Cruces Fire Department	31,139,576	32,538,424	0	32,538,424
Utilities	0	0	0	0
Economic Development	5,778,336	5,943,697	0	5,943,697
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	3,333,274	3,333,275	0	3,333,275
Financial Services	7,963,875	7,963,871	0	7,963,871
Information Technology	7,541,062	8,584,506	0	8,584,506
Fleet	0	0	0	0
Assistant City Manager-500	1,198,770	1,198,769	0	1,198,769
Parks & Recreation	20,374,204	20,754,100	0	20,754,100
Community Development	6,713,024	5,920,316	0	5,920,316
Quality of Life	11,320,223	10,753,576	0	10,753,576
Public Works	18,314,953	18,375,289	0	18,375,289
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 175,314,824	177,180,924	0	177,180,924
Other Resources				
Operating Transfers In	0	1,519,754	0	1,519,754
Operating Transfers Out	(34,631,452)	(31,899,415)	(37,519)	(31,936,934)
Total Other Resources	\$ (34,631,452)	(30,379,661)	(37,519)	(30,417,180)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 32,745,046	34,610,119	(37,519)	34,572,600
Required Reserve:				
State Required 1/12th	14,609,569	14,765,077	0	14,765,077
Local CLC 1/12th	14,609,569	14,765,077	0	14,765,077
AVAILABLE BALANCE	\$ 3,525,908	5,079,965	(37,519)	5,042,446

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

Exhibit "A"

	4100 CAPITAL PROJECTS REIMB GRANTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	3,733,290	11,622,748	0	11,622,748
State Grants	21,868,273	36,240,560	280,000	36,520,560
Local Grants	0	107,777	0	107,777
Debt Service	0	0	0	0
Total Revenues	25,601,563	47,971,085	280,000	48,251,085
TOTAL RESOURCES	\$ 25,601,563	47,971,085	280,000	48,251,085
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	6,212,832	9,801,607	0	9,801,607
Legal	0	0	0	0
Las Cruces Police Department	154,751	2,702,182	0	2,702,182
Las Cruces Fire Department	159,338	3,085,444	0	3,085,444
Utilities	0	0	0	0
Economic Development	1,710,644	2,412,365	0	2,412,365
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	522,420	0	522,420
Parks & Recreation	3,454,531	6,390,627	0	6,390,627
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	13,909,467	23,056,440	280,000	23,336,440
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 25,601,563	47,971,085	280,000	48,251,085
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
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2025-26

Exhibit "A"

	7490 METROPOLITAN PLANNING ORGANIZA 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 150,909	0	0	150,909
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	557,806	395,933	389,128	785,061
State Grants	0	0	0	0
Local Grants	89,801	63,707	27,136	90,843
Debt Service	0	0	0	0
Total Revenues	647,607	459,640	416,264	875,904
TOTAL RESOURCES	\$ 798,516	459,640	416,264	1,026,813
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	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
Metropolitan Planning Organization	703,703	484,925	453,783	938,708
Total Expenditures	\$ 703,703	484,925	453,783	938,708
Other Resources				
Operating Transfers In	41,728	82,361	37,519	119,880
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 41,728	82,361	37,519	119,880
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 136,541	57,076	0	207,985

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

Exhibit "A"

	7492 HIDTA-CLC 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	149,374	766,774	95,687	862,461
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	149,374	766,774	95,687	862,461
TOTAL RESOURCES	\$ 149,374	766,774	95,687	862,461
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
METRO	125,657	491,571	0	491,571
HIDTA	23,717	275,203	95,687	370,890
Total Expenditures	\$ 149,374	766,774	95,687	862,461
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

NEW MEXICO ANIMAL WELFARE FUND GRANT AGREEMENT**25-J9503-10**

This Animal Welfare Fund Grant Agreement ("**Agreement**") is made and entered into by and between the State of New Mexico, Department of Finance and Administration ("**Department**" or "**DFA**") and the City of Las Cruces, New Mexico ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective upon signature.

WITNESSETH

WHEREAS, the New Mexico Legislature enacted House Bill 113 during the 2025 Regular Session, which includes a general fund transfer, to provide funding for projects that support the welfare of domestic cats and dogs; and

WHEREAS, the Legislature recognized that investing in animal welfare infrastructure, services and outreach strengthens public safety, humane treatment of companion animals, and community welfare across the state; and

WHEREAS, the Department has determined, through a competitive application, process, the City of Las Cruces meets the objectives of the animal welfare program fund and is eligible to receive funding for a project to repair or renovate a publicly owned animal shelter; and

WHEREAS, the Department seeks to ensure that all appropriated funds are administered in a lawful, transparent, and accountable manner, consistent with the legislative intent and applicable laws and regulations.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. Grantee agrees to replace deteriorating medical kennels and repair uneven flooring at the Animal Services Center of the Mesilla Valley in Las Cruces.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. Unless terminated earlier pursuant to Article V herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from July 1, 2025, through June 30, 2027.
- B. Per House Bill 113 any funds allocated to an approved project shall be spent within two years of receiving a grant or contract for services, and if any unexpended or unencumbered balance remains at the end of the project period, the applicant shall immediately return that balance to the department.

ARTICLE III - REPORTS

A. Evaluation:

- a. Grantee agrees to systematically collect, analyze, and use data to examine programs, initiatives, and policies by looking at both the process and the outcomes to assess their effectiveness. Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
- b. Grantee agrees that data entered into a database or otherwise provided to the Department, is complete, accurate, and allows the Department's designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
- c. To adequately evaluate the progress of the Program statewide, Grantee shall provide, within thirty (30) days, upon request of the Department's evaluator(s), information and access to program records and records of contractors working for Grantee.

B. Performance Reports:

- a. To adequately evaluate the progress of this Agreement, Grantee shall provide periodic quarterly performance reports to the Department ("Performance Reports"). The Performance Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of project milestones and expenditures to date, which includes expenditure back-up documentation, a certification that all expenditures comply with the requirements of this Agreement, and anticipated project milestones, expenditures, and reimbursement projections during the next quarter, in the form prescribed by the Department, and such other information following the objectives of Grantee's evaluation as may be of assistance to the Department in its evaluation. The first quarterly Performance Report is due on the fifteenth (15th) day following the end of the quarter.
- b. Grantee represents and warrants that Quarterly Performance Reports submitted to the Department will not contain any "personally identifiable information" or "individually identifiable health information" in accordance with HIPAA.

C. Final Report:

- a. Grantee shall submit one copy of the final report for the Program to the Department. The Final Report shall include the information called for in Article III, Paragraphs B (1) and B (2) for the fourth quarter. This requirement shall survive the termination of this Agreement.
- b. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component and shall be submitted no later than July 30th following expiration of the Term of this Agreement.

D. Annual Report:

- a. Grantee shall submit one copy of the annual report for the Program to the Department. The Annual Report shall include the relevant data from the Program, including highlights for the period, budget to actual expenditures to date, and other information requested by the Department in the format provided by the Department. This requirement shall survive the termination of this Agreement.
- b. The Annual Report shall be submitted no later than the date determined by the Department.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Department shall pay Grantee a sum not to exceed two hundred eighty thousand dollars (\$280,000.00). The funds are to be expended in accordance with the proposed budget developed by the grantee and approved by the Department. The Parties agree that the Grantee's expenditure of these monies shall not deviate from the line items or amounts of the budget without the prior written approval of the Department.
- B. It is understood and agreed that if any portion of the funds set forth in Article IV, Paragraph (A), are not expended at the completion of this Agreement for the purpose(s) designated in this Agreement, shall revert to the Department for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Department of completed forms within the Project Accountability Reporting System (PARS).
- D. Payment shall be made only for those services specified in this Agreement and not funded by any other public entity funding source. The Grantee shall not bill the Department for the same service or services that have been billed to another funding agency or source.

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Department, upon written notice to Grantee, shall have the unilateral right to immediately terminate this Agreement if, in the judgment of the Department, the provisions of this Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Department may demand a refund of all or part of the funds dispersed to Grantee.
- B. The Parties may modify any terms and conditions of this Agreement by mutual agreement confirmed in writing with the same formalities for execution as this Agreement.

- C. Early Termination for Convenience: Except as provided in Article X and subparagraph A above, either Party may terminate this Agreement by providing the other Party with a minimum of thirty (30) days' advance written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Agreement by either party, the Department's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Department's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Agreement's Program Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Agreement.

ARTICLE VI – REPRESENTATIONS AND WARRANTIES

Grantee hereby represents and warrants that it will comply with all State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, Grantee certifies that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act, the Regulations, and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Agreement and provide the Department with verification thereof.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every facility, program, or other provider with which it contracts to perform the activities that are subject to this Agreement shall, at all times, comply with all applicable State and federal laws and regulations and any licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions:
 - a. "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any licensure requirements governing its program and facility."
 - b. The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

- F. All professional services, activities, or programs will be implemented through a professional service contract. Grantee will submit all Program-related contracts and agreements to the Department for review and approval prior to execution. Amendments to existing contracts will be submitted to the Department for review and approval prior to execution.
- a. Without limiting the foregoing, Grantee shall be required to complete a request-for-proposal (RFP) for contracts over sixty thousand dollars (\$60,000); provided, however, that if Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed.
 - b. Sole Source contracts can be utilized if written justification is provided, confirming that the organization is the only one in the area that can provide services uniquely and substantially related to the intended purpose of the contract. Grantee shall submit written documentation describing the reason(s) for sole source contracting to the Department prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements outlined in the State Procurement Code.
- G. It will adhere to all Department financial and accounting requirements, including the State's Model Accounting Practices, as amended from time to time.
- H. It will comply with all applicable conditions and requirements prescribed by the Department regarding the receipt of Program funds.
- I. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for any use other than those specified in the scope of work as defined in the Agreement without the prior approval of the Department.
- J. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- a. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- K. It will comply with all applicable federal requirements and regulations.

The representations and warranties made by Grantee shall survive the Early Termination or expiration of this Agreement.

ARTICLE VII - RETENTION OF RECORDS

- A. Accountability: Grantee shall be strictly accountable for receipts and disbursements relating to this Agreement. Grantee shall follow generally accepted accounting principles, the State's model accounting principles, § 6-6-2 NMSA 1978, and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. Record Retention: For six (6) years following the Program's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of funds from all sources budgeted for the Program, the purpose for which such funds were used, and such other records as the Department may prescribe.
 - a. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
- C. Grantee shall make all Program records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended plus interest in accordance with Article IX below.

ARTICLE VIII - REPRESENTATIVES

- A. Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:
 - a. Name: Ikani Taumoepeau
 - b. Title: City Manager
 - c. Address: 700 N Main St, Las Cruces, NM 88001
 - d. Phone: (575) 541-2076
 - e. Email: grants@lascruces.gov
- B. The Department designates the person listed below as its Program Manager, responsible for the overall administration of this Agreement, including compliance and monitoring of Grantee:
 - a. Name: Bianca Quintana
 - b. Title: Law Enforcement Funding Administrator
 - c. Address: 407 Galisteo St., Bataan Memorial Building, Santa Fe, New Mexico 87501

- d. Phone: (505) 231-3052
- e. Email: Bianca.Quintana@dfa.nm.gov

ARTICLE IX – IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the funds reimbursed under this Agreement were improperly requested by Grantee, including but not limited to reimbursements based upon fraud, mismanagement, misrepresentation, misuse, or violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the improperly reimbursed funds are fully repaid.

ARTICLE X – SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XII – LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV – APPROPRIATIONS

The terms and conditions of this Agreement are contingent upon the New Mexico Legislature making sufficient appropriations and authorization for the performance of this Agreement. If the Legislature fails to make sufficient appropriations and authorizations, the Department may immediately terminate this Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by providing the Grantee with written notice of such early termination. Grantee shall accept the Department's decision as to whether sufficient appropriations are available, which shall be final and non-appealable. Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

ARTICLE XV – REQUIRED TERMINATION CLAUSE

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

- A. "This contract is funded in whole or in part by funds made available under a State of New Mexico (State) grant agreement. If the State terminates the grant agreement, the City of Las Cruces may terminate this contract by providing the contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the City of Las Cruces only liability shall be to pay the contractor for acceptable goods and/or services delivered and accepted prior to the termination date".

ARTICLE XV: GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the Department. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the Department shall be subject to the provisions of this Agreement.
- B. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- C. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- D. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- E. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- F. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- G. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed, and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- H. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- I. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on the Grantee's or a subcontractor's website or any

provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

- J. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- K. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- L. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- M. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- N. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- O. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- P. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE FOLLOWS]

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

THIS GRANT AGREEMENT has been approved by:

GRANTEE:

Authorized Signatory:

Signed by:
By: Ikani Taumoepeau, City Manager
84CCB30FA2524C3...
Title: City Manager Date: 12/11/2025

APPROVED BY DEPARTMENT:

Division Director:

Signed by:
By: Cecilia Manrommatis
C7E9C597313E484...
Title: Director, LGD Date: 12/12/2025



Notice to Proceed

September 25, 2025

Mr. Andrew Wray
Mesilla Valley Metropolitan Planning Organization
PO Box 20000
Las Cruces, NM 88004
Via Email: awray@las-cruces.org

RE: Notice to Proceed (NTP) for Mesilla Valley Metropolitan Planning Organization FFY2025-2026 Unified Planning Work Program

Dear Mr. Wray:

This letter authorizes the City of Las Cruces to seek reimbursement from the New Mexico Department of Transportation (NMDOT) for the FFY2025-2026 Unified Planning Work Program of the Mesilla Valley Metropolitan Planning Organization (MVMPO). The total authorized amount for Federal Fiscal Year (FFY) 2026 is shown below. This amount does not include any carry-forward funds from FFY 2025.

Contract/Cooperative Agreement No	D19358
Project/Control No	P125040
Vendor No	54342

NTP Amount TOTAL	\$ 453,782.00
Metropolitan Planning (PL) Federal Amount	\$ 379,399.74
Match Amount	\$ 64,654.26
Metropolitan Planning, Safe and Accessible Transportation Options (PL-SATO) Federal Amount (100% Federal)	\$ 9,728.00

This NTP is effective October 1, 2025 and terminates on September 30, 2026. If you have any questions, please contact Valerie Sherman, NMDOT Government to Government Liaison, at 505-670-8259 or Valerie.Sherman@dot.nm.gov.

Sincerely,
DocuSigned by:


6978493CC96E488...
Jessica Griffin, Director
NMDOT Planning Division

Attachment: Federal Award Identification Information

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

Agenda Item #7.2.

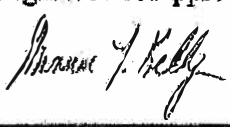
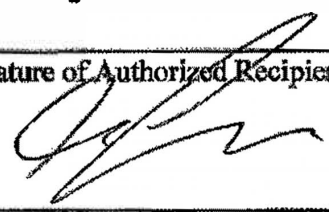
ATTACHMENT "B"

Cc Via Email: Rosa Kozub, NMDOT Multimodal Planning & Programs Bureau Chief
Alison Gillette, NMDOT Gov't to Gov't Team Supervisor
Mary Smith, NMDOT Accountant Auditor Supervisor
Christina Lucero, NMDOT Contracts
Valerie Sherman, NMDOT Gov't to Gov't Liaison
Dominic Loya, MVMPO Transportation Planner

Attachment

Federal Award Identification Information (2 CFR § 200.331)

(i) Sub-recipient name (which must match the name associated with its unique entity identifier)	City of Las Cruces
(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)	693JJ22430000Y410NMP125040; 693JJ22430000Y450NMP125040
(iv) Federal Award Date of award to the recipient by the Federal Agency	7/14/2025
(v) Sub-award Period of Performance Start and End Date	Please see the date range on the Notice to Proceed letter
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the sub-recipient	\$ 389,127.74
(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)	Mesilla Valley Metropolitan Planning Organization Unified Planning Work Program
(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 Sherman 505-670-8259 Valerie.Sherman@dot.nm.gov P.O. Box 1149, Santa Fe, NM 87504
(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

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.	6. Date: 12/2/2025	7. Action	
Subrecipient Name and Address	8. Supplement Number 5	Initial	
		☒ Supplemental	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$807,443.00	
3. Project Title	10. Amount of This Award:	\$95,687.00	
CFDA Name and Number: High Intensity Drug Trafficking Areas Program - 95.001	11. Total Award:	\$903,130.00	
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 		17. Signature of Authorized Recipient/Date  12/29/25	
AGENCY USE ONLY			
18. Accounting Classification Code UEI: J3ZLWA2K1X47 DUNS: 077609279 EIN: 1856000147A2		19. HIDTA AWARD OND1070DB2425XX OND6113 OND2000000000 OC 410001 JID: 94172	

Initiative Cash by HIDTA

FY 2024

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
New Mexico	City of Las Cruces	EE - Multi-HIDTA Crime Gun Intelligence Center Partnership	95,687.00	Intelligence	G24SN0006A
		Management and Coordination	235,420.00	Administration	G24SN0006A
		NM Forensic Laboratories	97,548.00	Support	G24SN0006A
		NM Investigative Support Center	14,475.00	Intelligence	G24SN0006A
		Regional Interagency Drug Task Force	460,000.00	Investigation	G24SN0006A
		Agency Total : City of Las Cruces	903,130.00		
Total			903,130.00		

Budget Detail

2024 - New Mexico

Initiative - EE - Multi-HIDTA Crime Gun Intelligence Center Partnership

Intelligence

Award Recipient - City of Las Cruces (G24SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds) \$95,687.00

Services	Quantity	Amount
Services		\$95,687.00
Total Services		\$95,687.00
Total Budget		\$95,687.00



City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A
1st Reading:	Adopted: February 2, 2026
Drafter:	Hayford Danso
	Department: City Manager's Office
Title:	A RESOLUTION AMENDING THE FY2026-2031 CAPITAL IMPROVEMENTS PROGRAM.

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

PURPOSE(S) OF ACTION:
To amend the Capital Improvements Program (CIP) for Fiscal Year (FY) 2026 through 2031.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces adopted the FY 2026-2031 Capital Improvements Program (CIP) on May 19, 2025. During the fiscal year, project information, such as funding sources and amounts, may change as projects progress. As a result, amendments to the CIP document are necessary to reflect those changes. City Council approves amendments.

The proposed amendments adjust project budgets and reflect grants accepted by the City Council. Attachment "A" lists the proposed amendments.

SUPPORT INFORMATION:
[Exhibit "A" - FY2026-2031 CIP](#)
[Attachment "A" - CIP Amendments Description](#)

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

Agenda Item #7.3.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will amend the City of Las Cruces FY2026 through FY2031 CIP.
2. Vote "No"; this will not amend the City of Las Cruces FY2026 through FY2031 CIP.
3. Vote to "Amend"; this will potentially amend the Cruces FY2026 through FY2031 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 26-101

A RESOLUTION AMENDING THE FY2026-2031 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, in accordance with the provisions of Article VI. Section 6.03 of the City Charter, the financing and location of capital improvements is guided by the City's Comprehensive Plan, Elevate Las Cruces; and

WHEREAS, 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 FY2026 through FY2031, 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 2026 - 2031

Exhibit "A"

AMENDED - FEBRAURY 02, 2026

Project Title	Department	Funded FY2026	Unfunded					Funding Source
			FY2027	FY2028	FY2029	FY2030	FY2031	
Active Transportation		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Active Transportation - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Active Transportation - Carryover		\$ 7,626,922.88	\$ 2,555,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	
Active Transportation Program		\$ 7,005,182.50	\$ 665,000.00	\$ -	\$ -	\$ -	\$ -	
Active Transportation Projects		\$ 3,030,370.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Madrid Ave Extension - Evelyn St to N Triviz Dr	Public Works	\$ 1,221,457.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
Melendres Ave/Pittsburg - Hadley to Picacho	Public Works	\$ 1,094,853.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Trail Renovations	Parks & Recreation	\$ 95,000.00	\$ 1,540,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	Bonds
Dona Ana Move Trail	Parks & Recreation	\$ 909,469.23	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
Tortugas Trail	Parks & Recreation	\$ 65,543.64	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Other
University Multi-Use Trail Loop	Parks & Recreation	\$ 588,489.17	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Active Transportation - Annual		\$ 621,740.38	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ -	
ADA Compliance		\$ 621,740.38	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ -	
ADA Sidewalk Program	Public Works	\$ 621,740.38	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ -	Taxes
Active Transportation - Future		\$ -	\$ 174,000.00	\$ -	\$ -	\$ -	\$ -	
Green Cool Corridors for Bicycles	Sustainability	\$ -	\$ 174,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
SUBTOTAL		\$ 8,248,663.26	\$ 2,665,000.00	\$ 610,000.00	\$ 610,000.00	\$ 110,000.00	\$ -	
Airport		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Airport - Newly Funded		\$ 1,319,671.00	\$ -	\$ -	\$ -	\$ -	\$ -	
LRU Airport Automated Weather Observation System (AWOS)	Las Cruces Airport	\$ 1,319,671.00	\$ 475,000.00	\$ -	\$ -	\$ -	\$ -	Grants
Airport - Carryover		\$ 3,410,524.59	\$ 6,850,000.00	\$ -	\$ -	\$ -	\$ -	
LRU Runway Improvements		\$ 2,906,283.70	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	
LRU Runway 4-22 Rehabilitation	Las Cruces Airport	\$ 2,333,919.66	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	Grants
LRU Runways 8-26 and 12-30 Blast Pads	Las Cruces Airport	\$ 572,364.04	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
LRU Infrastructure Extensions/Improvements	Las Cruces Airport	\$ 481,568.45	\$ 5,350,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
LRU Airport Infrastructure Improvements		\$ 22,672.44						NMDFA Grant Reauthorized
Airport - Annual		\$ 175,000.00	\$ 485,000.00	\$ 285,000.00	\$ 285,000.00	\$ 285,000.00	\$ -	
LRU Pavement Maintenance Program	Las Cruces Airport	\$ -	\$ 400,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	Other, Taxes
LRU Pavement Striping/Marking Maintenance Program	Las Cruces Airport	\$ 175,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ -	Grants, Taxes
Airport - Future		\$ -	\$ 18,539,000.00	\$ 7,050,000.00	\$ 5,150,000.00	\$ 38,770,000.00	\$ 17,500,000.00	
LRU Runway Improvements		\$ -	\$ -	\$ -	\$ -	\$ 27,500,000.00	\$ 17,500,000.00	
LRU Runway 12/30 Extension	Las Cruces Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,500,000.00	Grants, Other, Taxes
Runway 8/26 Extension	Las Cruces Airport	\$ -	\$ -	\$ -	\$ -	\$ 27,500,000.00	\$ -	Grants, Taxes
LRU Airline Ground Support Equipment Facility Design and Construction	Las Cruces Airport	\$ -	\$ -	\$ -	\$ 750,000.00	\$ -	\$ -	Other
LRU Airport Automated Weather Observation System (AWOS)	Las Cruces Airport	\$ -	\$ 475,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
LRU Airport Maintenance Equipment	Las Cruces Airport	\$ -	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	Grants, Taxes
LRU Airport Rotating Beacon	Las Cruces Airport	\$ -	\$ 345,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
LRU Apron West Rehabilitation	Las Cruces Airport	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00	\$ -	Grants, Taxes
LRU ARFF (Airport Rescue and Fire Fighting) Index B Equipment Upgrades	Las Cruces Airport	\$ -	\$ 1,600,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
LRU Commercial Hangar Design and Construction	Las Cruces Airport	\$ -	\$ -	\$ 2,850,000.00	\$ -	\$ -	\$ -	Grants, Taxes
LRU East Road Extensions/Improvements	Las Cruces Airport	\$ -	\$ -	\$ -	\$ -	\$ 11,200,000.00	\$ -	Other
LRU Fuel Farm Relocation and Expansion	Las Cruces Airport	\$ -	\$ -	\$ -	\$ 1,900,000.00	\$ -	\$ -	Other
LRU Maintenance Facility Design and Construction	Las Cruces Airport	\$ -	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	Grants
LRU Multi-Modal Public Passenger Transit Facility	Las Cruces Airport	\$ -	\$ -	\$ -	\$ 2,500,000.00	\$ -	\$ -	Other
LRU Passenger Terminal Design and Construction	Las Cruces Airport	\$ -	\$ 9,600,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
LRU Passenger Terminal Parking Design and Construction	Las Cruces Airport	\$ -	\$ 1,600,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
LRU Taxi Lane Extensions/Improvements	Las Cruces Airport	\$ -	\$ -	\$ 3,450,000.00	\$ -	\$ -	\$ -	Other
Taxiway C Rehabilitation	Las Cruces Airport	\$ -	\$ 4,369,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Other, Taxes
SUBTOTAL		\$ 4,905,195.59	\$ 25,874,000.00	\$ 7,335,000.00	\$ 5,435,000.00	\$ 39,055,000.00	\$ 17,500,000.00	

**CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031**

AMENDED - FEBRAURY 02, 2026

Project Title	Department	Funded FY2026	Unfunded					Funding Source
			FY2027	FY2028	FY2029	FY2030	FY2031	
Attainable/Affordable Housing		\$	\$	\$	\$	\$	\$	
Attainable/Affordable Housing - Newly Funded		\$ 9,261,834.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Arcadia 4 Subdivision	Housing and Neighborhood Svcs	\$ 3,250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Other
Affordable Housing Trust Fund and Land Bank Projects	Housing and Neighborhood Svcs	\$ 4,972,334.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Other
Paseos Verdes	Housing and Neighborhood Svcs	\$ 1,039,500.00	\$ 6,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	Bonds, Grants, Taxes
Attainable/Affordable Housing - Carryover		\$ 16,487,106.83	\$ 3,537,401.00	\$ -	\$ -	\$ -	\$ -	
MVCoH Campus Extension (Amador Crossing)	Housing and Neighborhood Svcs	\$ 16,487,106.83	\$ 2,737,401.00	\$ -	\$ -	\$ -	\$ -	Grants, Telshor
Attainable/Affordable Housing - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Attainable/Affordable Housing - Future		\$ -	\$ 12,550,000.00	\$ 7,050,000.00	\$ 14,050,000.00	\$ 7,050,000.00	\$ 5,050,000.00	
Affordable Housing Trust Fund and Land Bank Projects	Housing and Neighborhood Svcs	\$ -	\$ 5,500,000.00	\$ 5,050,000.00	\$ 10,050,000.00	\$ 5,050,000.00	\$ 5,050,000.00	Bonds, Grants, Other
Lift Up Las Cruces - Street Improvements		\$ -	\$ 7,050,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	
SUBTOTAL		\$ 25,748,940.83	\$ 16,087,401.00	\$ 7,050,000.00	\$ 14,050,000.00	\$ 7,050,000.00	\$ 5,050,000.00	

City Operational Facilities		\$	\$	\$	\$	\$	\$	
City Operational Facilities - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
City Operational Facilities - Carryover		\$ 278,650.46	\$ -	\$ -	\$ -	\$ -	\$ -	
Safety, Health, Environmental & Emergency		\$ 278,650.46	\$ -	\$ -	\$ -	\$ -	\$ -	
City Hall Security Upgrades	Facilities Management	\$ 15,436.46	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
HR Remodel	Facilities Management	\$ 110,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
Surveillance and Access Controls (Key Cards)	Facilities Management	\$ 153,214.00	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
General Facilities Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Energy Efficiency Program - IGA	Facilities Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
City Operational Facilities - Annual		\$ -	\$ 1,016,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	\$ -	
Safety, Health, Environmental & Emergency		\$ -	\$ 1,016,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	\$ -	
Safety, Health, Environmental, & Emergency	Facilities Management	\$ -	\$ 1,016,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	\$ -	Taxes
City Operational Facilities - Future		\$ -	\$ 10,146,500.00	\$ 300,000.00	\$ 210,000.00	\$ 200,000.00	\$ -	
General Facilities Improvements		\$ -	\$ 7,922,500.00	\$ -	\$ -	\$ -	\$ -	
City Hall Expansion	Facilities Management	\$ -	\$ 7,500,000.00	\$ -	\$ -	\$ -	\$ -	Other
East Mesa Center Emergency Generator (Sage Café)	Quality of Life	\$ -	\$ 422,500.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
HVAC Upgrade Program		\$ -	\$ 400,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	
HVAC Upgrade Program	Facilities Management	\$ -	\$ 400,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	Taxes
Refuse & Recycling Buffer Program		\$ -	\$ 24,000.00	\$ 100,000.00	\$ 10,000.00	\$ -	\$ -	
Refuse & Recycling Buffer Program	Facilities Management	\$ -	\$ 24,000.00	\$ 100,000.00	\$ 10,000.00	\$ -	\$ -	Taxes
East Mesa Outdoor Pool - Ground Stabilization	Parks & Recreation	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ -	ARPA, Bonds, Grants, Taxes
Office Renovation - Castaneda Service Center	Parks & Recreation	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	ARPA, Bonds, Grants, Other, Taxes
Satellite Park Maintenance Yard and Facility	Parks & Recreation	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	ARPA, Bonds, Grants, Other, Taxes
SUBTOTAL		\$ 278,650.46	\$ 11,163,000.00	\$ 555,500.00	\$ 465,500.00	\$ 455,500.00	\$ -	

Equipment & IT		\$	\$	\$	\$	\$	\$	
Equipment & IT - Newly Funded		\$ -	\$ 181,500.00	\$ -	\$ -	\$ -	\$ -	
Access Channel Capital Improvement	Communications	\$ -	\$ 181,500.00	\$ -	\$ -	\$ -	\$ -	Other
Equipment & IT - Carryover		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Safety, Health, Environmental & Emergency		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Senior Program Equipment and Rolling Stock	Quality of Life	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Equipment & IT - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Equipment & IT - Future		\$ -	\$ 483,000.00	\$ 92,000.00	\$ -	\$ -	\$ -	
Audio and Visual Equipment Upgrades for City Hall	Facilities Management	\$ -	\$ 383,000.00	\$ 92,000.00	\$ -	\$ -	\$ -	Taxes
Large Equipment - New and Replacement	Parks & Recreation	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	ARPA, Bonds, Grants, Other, Taxes
SUBTOTAL		\$ -	\$ 664,500.00	\$ 92,000.00	\$ -	\$ -	\$ -	

**CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031**

AMENDED - FEBRAURY 02, 2026

Project Title	Department	Funded FY2026	Unfunded					Funding Source
			FY2027	FY2028	FY2029	FY2030	FY2031	
Non-Profit		\$	\$	\$	\$	\$	\$	
Non-Profit - Newly Funded		\$ 584,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	
MVCoH Master Plan Implementation	Housing and Neighborhood Svcs	\$ 584,100.00	\$ 4,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	\$ -	Grants, Taxes
Non-Profit - Carryover		\$ 6,424,934.56	\$ 16,224,356.00	\$ -	\$ -	\$ -	\$ -	
MVCoH Health Facility		\$ 31,314.63	\$ -	\$ -	\$ -	\$ -	\$ -	
MVCH Health Facility Improvements	Non-Profit	\$ 31,314.63	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
Arts and Cultural District Improvements	Non-Profit	\$ 1,521,448.01	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
Jardin de los Niños Re-Roof	Non-Profit	\$ 7,745.30	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	Grants
La Casa, Inc. Improvements (Flooring, Painting, Shade Structure)	Non-Profit	\$ 72,447.60	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
La Casa, Inc. Safety and Security Improvements	Non-Profit	\$ 574,200.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	Grants
MV Community of Hope Expansion Remodel	Non-Profit	\$ 874,811.76	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	Grants
MVCoH Restroom Showers & Mechanical Room	Facilities Management	\$ 387,125.00	\$ -	\$ -	\$ -	\$ -	\$ -	Telshor
The Kitchens at MVCOH	Non-Profit	\$ 2,955,842.26	\$ 14,574,356.00	\$ -	\$ -	\$ -	\$ -	Grants
Non-Profit - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Non-Profit - Future		\$ -	\$ 7,320,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	\$ -	
MVCoH Health Facility		\$ -	\$ 330,000.00	\$ -	\$ -	\$ -	\$ -	
Health Facility Phase IV	Non-Profit	\$ -	\$ 330,000.00	\$ -	\$ -	\$ -	\$ -	Grants
Jardin de los Niños Security Improvements	Non-Profit	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	Grants
MVCH Bldg 1 Solar Project	Non-Profit	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	Other
MVCH Patio to Office Remodel	Non-Profit	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	Grants
MVCH Solar Parking Structure	Non-Profit	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	Grants
SUBTOTAL		\$ 7,009,034.56	\$ 23,544,356.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	\$ -	
Other		\$	\$	\$	\$	\$	\$	
Other - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other - Carryover		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other - Future		\$ -	\$ 653,000.00	\$ -	\$ -	\$ -	\$ -	
Parks and Recreation Master Plan Update	Parks & Recreation	\$ -	\$ 433,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Other, Taxes
QOL Bookmobile	Quality of Life	\$ -	\$ 220,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Other, Taxes, TIDD
SUBTOTAL		\$ -	\$ 653,000.00	\$ -	\$ -	\$ -	\$ -	
Park Improvements		\$	\$	\$	\$	\$	\$	
Park Improvements - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Park Improvements - Carryover		\$ 8,295,290.26	\$ 9,250,007.19	\$ 2,650,000.00	\$ 2,775,000.00	\$ 2,900,000.00	\$ 3,025,000.00	
Apodaca Park Aquatic Playground and Multi-Use Path	Parks & Recreation	\$ 3,302,977.17	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, PIF, Taxes
Ballfield/Multi-Use Field Renovations & Upgrades	Parks & Recreation	\$ 14,716.22	\$ 3,344,000.00	\$ -	\$ -	\$ -	\$ -	ARPA, Bonds, Grants, Taxes
Benavidez Community Center Park Improvements	Parks & Recreation	\$ 734,599.40	\$ 619,007.19	\$ -	\$ -	\$ -	\$ -	Grants, PIF
Gallagher Park Improvements - Design/Construction	Parks & Recreation	\$ 6,482.35	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Klein Park Improvements	Parks & Recreation	\$ -	\$ 57,000.00	\$ -	\$ -	\$ -	\$ -	Grants, PIF
Legacy Park Renovations	Parks & Recreation	\$ 1,541,095.16	\$ 5,075,000.00	\$ 2,650,000.00	\$ 2,775,000.00	\$ 2,900,000.00	\$ 3,025,000.00	ARPA, Bonds, Grants, Other, PIF, Taxes
Park Drinking Fountains	Parks & Recreation	\$ 1,081,917.00	\$ 55,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Telshor Fund
Pioneer Women's Park improvements	Parks & Recreation	\$ 741,820.68	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
Skate Park Improvements	Parks & Recreation	\$ 403,420.22	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, PIF
Valley View Park - Heske Garden Lighting Replacement	Parks & Recreation	\$ 468,262.06	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

AMENDED - FEBRAURY 02, 2026

Project Title	Department	Funded FY2026	Unfunded					Funding Source
			FY2027	FY2028	FY2029	FY2030	FY2031	
Park Improvements - Annual		\$ 2,483,172.07	\$ 5,973,000.00	\$ 2,325,000.00	\$ 1,926,000.00	\$ 2,526,000.00	\$ 500,000.00	
Neighborhood Parks		\$ 1,879,367.07	\$ 4,900,000.00	\$ 1,800,000.00	\$ 1,900,000.00	\$ 2,000,000.00	\$ -	
Playground Renovations	Parks & Recreation	\$ 1,147,290.12	\$ 4,900,000.00	\$ 1,800,000.00	\$ 1,900,000.00	\$ 2,000,000.00	\$ -	Grants, Other, Telshor Fund
Parks Shade Structures		\$ 23,250.00	\$ 73,000.00	\$ 25,000.00	\$ 26,000.00	\$ 26,000.00	\$ -	
Shade structure replacement	Parks & Recreation	\$ 23,250.00	\$ 73,000.00	\$ 25,000.00	\$ 26,000.00	\$ 26,000.00	\$ -	Taxes
Park Restroom Improvements and New Restrooms	Parks & Recreation	\$ 580,555.00	\$ 1,000,000.00	\$ 500,000.00	\$ -	\$ 500,000.00	\$ 500,000.00	PIF
Park Improvements - Future		\$ -	\$ 5,894,000.00	\$ 13,500,000.00	\$ 30,150,000.00	\$ 29,750,000.00	\$ 150,000.00	
Parks and Recreational Facilities Structural Renovations		\$ -	\$ 1,460,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	
Light Poles at Hadley Fields	Facilities Management	\$ -	\$ 1,010,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Parks and Recreational Facilities Enhancements	Parks & Recreation	\$ -	\$ 450,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	Taxes
Burn Lake Improvements	Parks & Recreation	\$ -	\$ 300,000.00	\$ 3,000,000.00	\$ -	\$ -	\$ -	ARPA, Bonds, Grants, Other, PIF, Taxes
Four Field Baseball/Softball Complex	Parks & Recreation	\$ -	\$ 400,000.00	\$ 5,950,000.00	\$ -	\$ -	\$ -	Other
Park Improvements - Annual (Continuation)								
Multi-Use Recreation Center	Parks & Recreation	\$ -	\$ 1,800,000.00	\$ 4,400,000.00	\$ 30,000,000.00	\$ 29,600,000.00	\$ -	Bonds, Grants, Other, Taxes
Soldados Field Lighting	Parks & Recreation	\$ -	\$ 1,200,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, PIF, Taxes
Soldados Field Restroom	Parks & Recreation	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, PIF, Taxes
Veterans Memorial Park Restroom Plumbing Repairs and Upgrades	Parks & Recreation	\$ -	\$ 134,000.00	\$ -	\$ -	\$ -	\$ -	Other
SUBTOTAL		\$ 10,778,462.33	\$ 21,117,007.19	\$ 18,475,000.00	\$ 34,851,000.00	\$ 35,176,000.00	\$ 3,675,000.00	
Parks - New		\$	\$	\$	\$	\$	\$	
Parks - New - Newly Funded		\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Bike Park	Parks & Recreation	\$ 2,000,000.00	\$ 4,983,700.00	\$ -	\$ 1,407,498.00	\$ -	\$ -	ARPA, Bonds, Grants, Other, PIF, Taxes
Parks - New - Carryover		\$ 3,536,843.86	\$ 3,995,000.00	\$ 920,000.00	\$ 500,000.00	\$ 920,000.00	\$ 920,000.00	
Neighborhood Parks		\$ 1,054,895.22	\$ 2,760,000.00	\$ 920,000.00	\$ 500,000.00	\$ 920,000.00	\$ 920,000.00	
Developer Neighborhood Park Reimbursement	Parks & Recreation	\$ 1,054,895.22	\$ 2,760,000.00	\$ 920,000.00	\$ 500,000.00	\$ 920,000.00	\$ 920,000.00	PIF
Chandler Tank Park Phase 1	Parks & Recreation	\$ 1,079,202.05	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, PIF, Taxes
East Mesa Public Safety Area Park	Parks & Recreation	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	PIF
Highland Park	Parks & Recreation	\$ 566,490.69	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, PIF, Taxes
LCIP Gateway Signage	Economic Development	\$ 480,000.00	\$ 85,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
New Skate Park	Parks & Recreation	\$ 21,255.90	\$ 1,150,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Other, PIF
Veteran's Memorial Park Enhancements	Parks & Recreation	\$ 235,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	ARPA, Bonds, Grants, Taxes
Parks - New - Annual		\$ 793,250.00	\$ 1,550,000.00	\$ 800,000.00	\$ 800,000.00	\$ 800,000.00	\$ 950,000.00	Bonds
Neighborhood Parks		\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	Bonds
Neighborhood Parks	Parks & Recreation	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	PIF
Land Acquisition, Planning, and Design for Parks	Parks & Recreation	\$ 293,250.00	\$ 1,050,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 450,000.00	Bonds, PIF
Parks - New - Future		\$ -	\$ 5,333,700.00	\$ 3,500,000.00	\$ 1,407,498.00	\$ 2,000,000.00	\$ 240,000.00	
Event Park	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000.00	ARPA, Bonds, Grants, Other, PIF
Waterfalls Park	Parks & Recreation	\$ -	\$ 350,000.00	\$ 3,500,000.00	\$ -	\$ 2,000,000.00	\$ -	Bonds, Grants, PIF, Taxes
SUBTOTAL		\$ 6,330,093.86	\$ 10,878,700.00	\$ 5,220,000.00	\$ 2,707,498.00	\$ 3,720,000.00	\$ 2,110,000.00	

**CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031**

AMENDED - FEBRAURY 02, 2026

Project Title	Department	Funded FY2026	Unfunded					Funding Source
			FY2027	FY2028	FY2029	FY2030	FY2031	
Public Facilities		\$	\$	\$	\$	\$	\$	
Public Facilities - Newly Funded		\$ 819,420.08	\$ -	\$ -	\$ -	\$ -	\$ -	
DC Fast Charger - Electric Vehicle Charger	Sustainability	\$ 522,420.08	\$ -	\$ -	\$ -	\$ -	\$ -	Grant
ADA Compliance								
ADA Compliance	Public Works	\$ 297,000.00						
MoNaS Nature Center Redesign	Quality of Life	\$ 445,500.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes, TIDD
Public Facilities - Carryover		\$ 24,602,243.57	\$ 36,966,431.64	\$ 43,479,721.32	\$ 7,672,226.32	\$ 7,672,226.32	\$ 59,000.00	
General Facilities Improvements		\$ 9,730,411.59	\$ 20,479,442.00	\$ 35,607,495.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	
Amador Hotel Renovation	Quality of Life	\$ 4,811,333.14	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	Grants, Taxes, TIDD
Benavidez Center Kitchen Floor	Quality of Life	\$ 82,465.45	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Branch Library	Quality of Life	\$ 29,754.68	\$ 1,750,000.00	\$ 17,500,000.00	\$ -	\$ -	\$ -	Bonds, Other, Taxes
Branigan Library Renovation and Expansion	Quality of Life	\$ 1,767,127.71	\$ 15,310,642.00	\$ 17,107,495.00	\$ -	\$ -	\$ -	Bonds, Grants, Taxes, TIDD
Frank O'Brien Papen Community Center Rehabilitation	Facilities Management	\$ 10,777.79	\$ 448,800.00	\$ -	\$ -	\$ -	\$ -	Taxes
Meerscheidt Recreation Center - Remodel/Expansion	Parks & Recreation	\$ 2,157,678.12	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
Munson Senior Center Renovations	Quality of Life	\$ 661,274.70	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
Museum of Nature & Science Atrium Redesign	Quality of Life	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, TIDD
Museum Technology Improvements	Quality of Life	\$ 210,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	TIDD
Generator Buffer Program		\$ -	\$ 65,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	
Generator Buffer Program	Facilities Management	\$ -	\$ 65,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	Taxes
Generator Replacement Program		\$ -	\$ 292,537.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	
Generator Replacement Program	Facilities Management	\$ -	\$ 292,537.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	Taxes
Roof Replacement Program		\$ 13,019,946.04	\$ 118,000.00	\$ -	\$ -	\$ -	\$ -	
Municipal Court Re-Roof	Facilities Management	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Museum of Art/MoNaS Re-Roof	Facilities Management	\$ 815,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, TIDD
Rio Grande Theater Re-Roof	Facilities Management	\$ 271,250.00	\$ 118,000.00	\$ -	\$ -	\$ -	\$ -	TIDD
Branigan Cultural Center Improvements	Quality of Life	\$ 1,000,000.00	\$ 2,000,000.00	\$ 1,200,000.00	\$ -	\$ -	\$ -	Grants, Taxes, TIDD
East Mesa Public Recreational Complex	Public Works	\$ 3,906,557.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Electrical Vehicle Fleet Chargers	Facilities Management	\$ 72,673.92	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	Taxes
GO Bond - ARPA	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
GO Bond 2022- E. Mesa Recreation Complex	Public Works	\$ 1,140,846.56	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
GO Bond 2022- Parks Improvements	Public Works	\$ 2,034,781.31	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
GO Bond 2022- Public Art	Quality of Life	\$ 240,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Public Facilities - Carryover (Continuation)								
Municipal Court Rehabilitation	Public Works	\$ 400,000.00	\$ 13,236,452.64	\$ 6,598,226.32	\$ 6,598,226.32	\$ 6,598,226.32	\$ -	Bonds, Grants, Taxes, TIDD
Plaza Shade Structures	Economic Development	\$ 2,400,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
Public Art Rollover Funding	Quality of Life	\$ 88,837.25	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
Regional Community Pool	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Villa Mora Dam Park	Parks & Recreation	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Voluntary Assessment District Phase II	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
SUBTOTAL		\$ 25,421,663.65	\$ 36,966,431.64	\$ 43,479,721.32	\$ 7,672,226.32	\$ 7,672,226.32	\$ 59,000.00	

**CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031**

AMENDED - FEBRAURY 02, 2026

Project Title	Department	Funded FY2026	Unfunded					Funding Source
			FY2027	FY2028	FY2029	FY2030	FY2031	
		\$	\$	\$	\$	\$	\$	
Public Facilities - Annual		\$ 1,330,712.35	\$ 10,040,367.00	\$ 3,553,070.00	\$ 3,533,070.00	\$ 2,863,070.00	\$ -	
ADA Compliance		\$ -	\$ 502,400.00	\$ 101,200.00	\$ 101,200.00	\$ 101,200.00	\$ -	
ADA Compliance	Facilities Management	\$ -	\$ 202,400.00	\$ 101,200.00	\$ 101,200.00	\$ 101,200.00	\$ -	Bonds, Grants, Taxes
Downtown Parking Lots Renovation		\$ -	\$ 561,000.00	\$ 280,500.00	\$ 280,500.00	\$ 280,500.00	\$ -	
Downtown Parking Lot Program	Facilities Management	\$ -	\$ 561,000.00	\$ 280,500.00	\$ 280,500.00	\$ 280,500.00	\$ -	TIDD
Facility Parking Lot Program		\$ 157,678.12	\$ 2,124,600.00	\$ 482,800.00	\$ 482,800.00	\$ 257,800.00	\$ -	
Facility Parking Lot Program	Facilities Management	\$ 157,678.12	\$ 1,609,000.00	\$ 225,000.00	\$ 225,000.00	\$ -	\$ -	Taxes
Parks Parking Lot Rehabilitation Program	Facilities Management	\$ -	\$ 515,600.00	\$ 257,800.00	\$ 257,800.00	\$ 257,800.00	\$ -	Bonds, Grants, Taxes
General Facilities Improvements		\$ 118,411.23	\$ 1,387,940.00	\$ 656,470.00	\$ 651,470.00	\$ 656,470.00	\$ -	
General Facilities Improvement Program	Facilities Management	\$ 118,411.23	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	Taxes, Telshor
WIA Building (Women's Improvement Association) Rehabilitation	Facilities Management	\$ -	\$ 387,940.00	\$ 156,470.00	\$ 151,470.00	\$ 156,470.00	\$ -	Taxes, Grants
Parks Parking Lots		\$ -	\$ 900,000.00	\$ 450,000.00	\$ 450,000.00	\$ -	\$ -	
Parks Parking Lot Program	Parks & Recreation	\$ -	\$ 900,000.00	\$ 450,000.00	\$ 450,000.00	\$ -	\$ -	Grants, Other, Taxes
Roof Replacement Program		\$ 739,623.00	\$ 1,388,927.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	\$ -	
Facility Roof Replacement Program	Facilities Management	\$ 199,623.00	\$ 1,072,146.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	\$ -	Bonds, Taxes, TIDD
Meerscheidt Center Re-Roof	Facilities Management	\$ 540,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Re-Roof of Castaneda Building	Facilities Management	\$ -	\$ 316,781.00	\$ -	\$ -	\$ -	\$ -	Taxes
Safety, Health, Environmental & Emergency		\$ 315,000.00	\$ 3,025,500.00	\$ 1,170,500.00	\$ 1,155,500.00	\$ 1,155,500.00	\$ -	
City Security Program	Facilities Management	\$ 175,000.00	\$ 555,500.00	\$ 270,500.00	\$ 255,500.00	\$ 255,500.00	\$ -	Taxes
City Vacant /Abandoned Lots	Facilities Management	\$ -	\$ 1,650,000.00	\$ 825,000.00	\$ 825,000.00	\$ 825,000.00	\$ -	Taxes
Park Sidewalk Repair Program	Facilities Management	\$ 65,000.00	\$ 150,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -	Grants, Taxes
Security & Fire Alarm Program	Facilities Management	\$ -	\$ 670,000.00	\$ -	\$ -	\$ -	\$ -	Taxes, TIDD
Convention Center FF&E	Visit Las Cruces	\$ 75,000.00	\$ 150,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -	Taxes
Public Facilities - Future		\$ -	\$ 15,405,180.00	\$ 8,055,000.00	\$ 26,481,000.00	\$ 650,000.00	\$ -	
General Facilities Improvements		\$ -	\$ 10,993,180.00	\$ 2,200,000.00	\$ 15,200,000.00	\$ -	\$ -	
East Mesa Multi-Generational Center Expansion (Sage Café)	Quality of Life	\$ -	\$ 3,083,180.00	\$ -	\$ -	\$ -	\$ -	Taxes
Eastside Purchase and Renovation	Quality of Life	\$ -	\$ 2,575,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Munson Center Bathrooms	Quality of Life	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Munson Center Floor	Quality of Life	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Museum of Art Improvements	Quality of Life	\$ -	\$ 615,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	Grants, Taxes
Museum of Art/MoNaS Remodel	Quality of Life	\$ -	\$ 3,000,000.00	\$ -	\$ 15,000,000.00	\$ -	\$ -	Bonds, Grants, Taxes
Railroad Museum Exterior Improvements	Quality of Life	\$ -	\$ 375,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Sage Café Library Expansion	Quality of Life	\$ -	\$ 200,000.00	\$ 2,000,000.00	\$ 200,000.00	\$ -	\$ -	Grants, Taxes
Senior Programs Master Plan	Quality of Life	\$ -	\$ 145,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Safety, Health, Environmental & Emergency		\$ -	\$ 1,300,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ -	
Rehabilitation and Demolition of Vacant Buildings	Facilities Management	\$ -	\$ 1,300,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ -	Taxes
Branigan Library Rehabilitation	Facilities Management	\$ -	\$ 249,500.00	\$ 2,750,000.00	\$ 1,111,000.00	\$ -	\$ -	Bonds, Grants, Taxes
Legends West Facility Master Plan	Parks & Recreation	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	ARPA, Bonds, Grants, Other, PIF, Taxes
Museum System Collections Storage	Quality of Life	\$ -	\$ -	\$ -	\$ 9,500,000.00	\$ -	\$ -	Bonds, Grants, Taxes
Plugged in for Good Community Resilience & Energy Hub	Sustainability	\$ -	\$ 1,932,500.00	\$ 2,000,000.00	\$ -	\$ -	\$ -	Grants
Railroad Museum Reinterpretation	Quality of Life	\$ -	\$ 60,000.00	\$ 225,000.00	\$ -	\$ -	\$ -	Grants, Taxes
Safe Haven Outdoor Classroom	Parks & Recreation	\$ -	\$ 20,000.00	\$ 230,000.00	\$ 20,000.00	\$ -	\$ -	ARPA, Bonds, Grants, PIF, Taxes
SUBTOTAL		\$ 26,752,376.00	\$ 62,411,978.64	\$ 55,087,791.32	\$ 37,686,296.32	\$ 11,185,296.32	\$ 59,000.00	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

AMENDED - FEBRAURY 02, 2026

Project Title	Department	Funded FY2026	Unfunded					Funding Source
			FY2027	FY2028	FY2029	FY2030	FY2031	
Public Safety		\$	\$	\$	\$	\$	\$	
Public Safety - Newly Funded		\$ 620,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Statewide Critical Incident Response Vehicles	Police Department	\$ 620,000.00						
Public Safety - Carryover		\$ 23,796,729.79	\$ 13,938,068.00	\$ -	\$ -	\$ -	\$ -	
Police Department Equipment		\$ 235,704.81	\$ 1,238,068.00	\$ -	\$ -	\$ -	\$ -	
Police Shooting Range	Police Department	\$ 235,704.81	\$ 290,500.00	\$ -	\$ -	\$ -	\$ -	Grants, Other
Public Safety Regional Communication System Improvements	Police Department	\$ -	\$ 500,500.00	\$ -	\$ -	\$ -	\$ -	Grants
Public Safety Vehicle SWAT Command Vehicle	Police Department	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Grants
Public Safety Vehicles - Bearcat	Police Department	\$ -	\$ 347,068.00	\$ -	\$ -	\$ -	\$ -	Grants
Safety, Health, Environmental & Emergency		\$ 23,561,024.98	\$ 12,300,000.00	\$ -	\$ -	\$ -	\$ -	
MIH and CIT response station	Fire Department	\$ 11,076,137.98	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -	Grants
Real Time Crime Center (RTCC)	Police Department	\$ 2,621,786.00	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Fire Station 4 Remodel		\$ 550,000.00						
Fire Station 9 Build	Public Works	\$ 9,313,101.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Telshor
Police Department Building Renovation	Police Department	\$ -	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Public Safety - Annual		\$ 18,799.65	\$ 9,050,000.00	\$ 240,000.00	\$ -	\$ -	\$ -	
Fire Station Improvements		\$ 18,799.65	\$ 5,562,000.00	\$ -	\$ -	\$ -	\$ -	
Fire Stations Improvements	Fire Department	\$ 18,799.65	\$ 5,562,000.00	\$ -	\$ -	\$ -	\$ -	Grants
Fire Department Vehicles and Equipment	Fire Department	\$ -	\$ 3,008,000.00	\$ -	\$ -	\$ -	\$ -	Bonds
Fire Station Equipment	Fire Department	\$ -	\$ 480,000.00	\$ 240,000.00	\$ -	\$ -	\$ -	Grants
Public Safety - Future		\$ -	\$ 3,766,919.00	\$ 15,675,000.00	\$ 57,000,000.00	\$ -	\$ -	
Facility Parking Lot Program		\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	
Police North Parking Lot Fencing	Police Department	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	Taxes
Police Parking Lot Resurfacing	Police Department	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	Taxes
Police Department Equipment		\$ -	\$ 3,020,000.00	\$ 9,000,000.00	\$ -	\$ -	\$ -	
Police Department Equipment - Axon Body Cameras	Police Department	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Police Department Equipment - Mobile Data Terminals	Police Department	\$ -	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	Grants
Police Emergency Vehicles	Police Department	\$ -	\$ 1,230,000.00	\$ -	\$ -	\$ -	\$ -	Grants, PSIF, Taxes
Police/Fire Training Facility - Design/Construct	Police Department	\$ -	\$ -	\$ 6,900,000.00	\$ -	\$ -	\$ -	Bonds, Grants, PSIF, Taxes
Police/Fire Training Facility - Furniture, Fixtures, and Equipment	Police Department	\$ -	\$ -	\$ 2,100,000.00	\$ -	\$ -	\$ -	Grants, PSIF, Taxes
Public Safety Smart Technology	Police Department	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	Grants
Solar Canopy protective screen	Police Department	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	Taxes
Statewide Critical Incident Response Vehicles	Police Department	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Other
Downtown Public Safety Complex	Police Department	\$ -	\$ -	\$ -	\$ 57,000,000.00	\$ -	\$ -	Bonds, Taxes
Police Department Mobile Operation Command Vehicle	Police Department	\$ -	\$ 701,919.00	\$ -	\$ -	\$ -	\$ -	Grants
Southwest Station Build	Fire Department	\$ -	\$ -	\$ 6,675,000.00	\$ -	\$ -	\$ -	Taxes
SUBTOTAL		\$ 24,435,529.44	\$ 26,754,987.00	\$ 15,915,000.00	\$ 57,000,000.00	\$ -	\$ -	
Public Transit								
Public Transit - Newly Funded		\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	
MVITT Inductive Charging	RoadRunner Transit	\$ 100,000.00	\$ 5,346,800.00	\$ -	\$ -	\$ -	\$ -	Grants
Public Transit - Carryover		\$ 7,086,230.99	\$ 5,700,000.00	\$ -	\$ -	\$ -	\$ -	
Municipal Service Center - Transit	RoadRunner Transit	\$ 487,254.99	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Electric Buses (6)	RoadRunner Transit	\$ 6,598,976.00	\$ 5,700,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Public Transit - Annual		\$ 75,000.00	\$ 275,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -	
Transit Facilities Improvement Program	RoadRunner Transit	\$ 75,000.00	\$ 275,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -	Grants
Public Transit - Future		\$ -	\$ 12,136,800.00	\$ -	\$ -	\$ -	\$ -	
Resiliency Program		\$ -	\$ 8,146,800.00	\$ -	\$ -	\$ -	\$ -	
Solar Array	RoadRunner Transit	\$ -	\$ 2,700,000.00	\$ -	\$ -	\$ -	\$ -	Grants
Battery Storage	RoadRunner Transit	\$ -	\$ 3,150,000.00	\$ -	\$ -	\$ -	\$ -	Grants
Transit Vehicles 26'	RoadRunner Transit	\$ -	\$ 840,000.00	\$ -	\$ -	\$ -	\$ -	Grants
SUBTOTAL		\$ 7,261,230.99	\$ 18,111,800.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

AMENDED - FEBRAURY 02, 2026

Project Title	Department	Funded FY2026	Unfunded					Funding Source
			FY2027	FY2028	FY2029	FY2030	FY2031	
Resiliency		\$	\$	\$	\$	\$	\$	
Resiliency - Newly Funded		\$522,420.08	\$ -	\$ -	\$ -	\$ -	\$ -	
DC Fast Chargers for Electric Vehicles	Sustainability	\$522,420.08						
Resiliency - Carryover		\$ 3,353,313.80	\$ 365,000.00	\$ -	\$ -	\$ -	\$ -	
Resiliency Program		\$ 3,182,660.84	\$ 365,000.00	\$ -	\$ -	\$ -	\$ -	Bonds
Melendres Ave/Pittsburg - Hadley to Picacho	Public Works	\$ 2,717,660.84	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
Melendres Ave/Pittsburg - Hadley to Picacho		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Solar Photovoltaic/Storage Projects	Sustainability	\$ 170,652.96	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
Resiliency - Annual		\$ 4,026,457.30	\$ 1,100,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	
Drainage Infrastructure Improvements		\$ 3,143,375.00	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	
Drainage Infrastructure Improvements	Public Works	\$ 3,143,375.00	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	Taxes
Resiliency Program		\$ 399,359.75	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	
Casa Linda Acres Reconstruction	Public Works	\$ 273,612.10	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
East Mesa Roads and Drainage	Public Works	\$ 110,110.45	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
Storm Water System Mapping	Public Works	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Taxes
Resiliency - Future		\$ -	\$ 4,105,000.00	\$ -	\$ -	\$ -	\$ -	
DC Fast Chargers for Electric Vehicles	Sustainability	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Fleet electric vehicle chargers (dual chargers)	Sustainability	\$ -	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Hadley Ave Complex Recreation Rehabilitation	Parks & Recreation	\$ -	\$ 3,305,000.00	\$ -	\$ -	\$ -	\$ -	Grants
Public Electric Vehicle Chargers (8 dual)	Sustainability	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
SUBTOTAL		\$ 7,902,191.18	\$ 5,570,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	
Streets - New								
Streets - New - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Streets - New - Carryover		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Streets - New - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Streets - New - Future		\$ -	\$ 48,848,000.00	\$ -	\$ -	\$ -	\$ -	
High Mesa Road	Economic Development	\$ -	\$ 32,000,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Transit Loop Road	Economic Development	\$ -	\$ 16,848,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
SUBTOTAL		\$ -	\$ 48,848,000.00	\$ -	\$ -	\$ -	\$ -	
Streets Improvements								
Streets Improvements - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Streets Improvements - Carryover		\$ 27,354,372.95	\$ 18,176,667.00	\$ 1,620,000.00	\$ 1,500,000.00	\$ 620,000.00	\$ 1,120,000.00	
Complete Streets Program		\$ 2,353,051.27	\$ -	\$ -	\$ -	\$ -	\$ -	
East Mesa Roads and Drainage	Public Works	\$ 2,906,562.38	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
Melendres Ave/Pittsburg - Hadley to Picacho	Public Works	\$ 2,604,500.00						
University Area Complete Streets	Public Works	\$ 302,062.38	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Downtown Street Improvements		\$ 7,420,567.38	\$ 10,000,000.00	\$ -	\$ -	\$ -	\$ -	
Alameda Blvd - S. Main St to W Las Cruces Ave	Public Works	\$ 750,000.00	\$ 10,000,000.00	\$ -	\$ -	\$ -	\$ -	TIDD
Campo Street Design and Reconstruction	Public Works	\$ 6,694,019.62	\$ -	\$ -	\$ -	\$ -	\$ -	TIDD
Lift Up Las Cruces - Street Improvements		\$ 1,567,774.00	\$ 1,800,000.00	\$ -	\$ -	\$ -	\$ -	
Sacramento St - Poplar Ave to Oasis Ave	Public Works	\$ 1,567,774.00	\$ 1,800,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Median Landscaping		\$ 317,917.00	\$ 2,240,000.00	\$ 1,120,000.00	\$ 1,000,000.00	\$ 120,000.00	\$ 1,120,000.00	
Lohman Ave & Roadrunner Parkway Medians	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
Medians	Parks & Recreation	\$ 317,917.00	\$ 2,240,000.00	\$ 1,120,000.00	\$ 1,000,000.00	\$ 120,000.00	\$ 1,120,000.00	Bonds, Grants, Taxes
Street Lighting & Traffic Signal Maintenance Program		\$ 7,623,398.07	\$ -	\$ -	\$ -	\$ -	\$ -	
Mesquite Historic District	Public Works	\$ 896,694.84	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
Traffic Signal Program		\$ 6,726,703.23	\$ -	\$ -	\$ -	\$ -	\$ -	
Bataan Memorial at Rinconada	Public Works	\$ 1,150,887.00	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes, Bonds
Casa Linda Acres Reconstruction	Public Works	\$ 4,058,653.48	\$ -	\$ -	\$ -	\$ -	\$ -	ARPA, Bonds, Grants, Taxes
E Lohman Ave & S Walnut St Traffic Signal MAP	Public Works	\$ 1,517,162.75	\$ 286,667.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
East Mesa Roads and Drainage	Public Works	\$ 5,165,102.85	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	Bonds, Grants, Taxes
Johnson St - Rouault Ave to Topley Ave	Public Works	\$ 108,928.44	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
Mid Ave Extension - Evelyn St to N Triviz Dr	Public Works	\$ 932,620.74	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
South Main St - Avenida de Mesilla to Boutz	Public Works	\$ 3,549,046.26	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Thor Spruce Intersection Improvements	Public Works	\$ 574,507.41	\$ 2,850,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
SUBTOTAL		\$ 27,354,372.95	\$ 18,176,667.00	\$ 1,620,000.00	\$ 1,500,000.00	\$ 620,000.00	\$ 1,120,000.00	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

AMENDED - FEBRAURY 02, 2026

Project Title	Department	Funded FY2026	Unfunded					Funding Source
			FY2027	FY2028	FY2029	FY2030	FY2031	
		\$	\$	\$	\$	\$	\$	
Streets Improvements								
Streets Improvements - Annual		\$ 10,409,525.34	\$ 24,424,525.00	\$ 11,369,525.00	\$ 15,869,525.00	\$ 14,219,000.00	\$ 250,000.00	
Drainage Infrastructure Improvements		\$ 15,450.00	\$ 160,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ -	
CO-OP Match	Public Works	\$ 15,450.00	\$ 160,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ -	Taxes
Neighborhood Traffic Calming Program		\$ 240,000.00	\$ 120,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ -	
Neighborhood Traffic Calming Program	Public Works	\$ 240,000.00	\$ 120,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ -	Taxes
Pavement Condition Index Improvements		\$ 5,213,019.34	\$ 12,600,000.00	\$ 6,300,000.00	\$ 6,300,000.00	\$ 6,300,000.00	\$ -	
Pavement Condition Index Improvements	Public Works	\$ 5,213,019.34	\$ 12,600,000.00	\$ 6,300,000.00	\$ 6,300,000.00	\$ 6,300,000.00	\$ -	Taxes
Pavement Marking Program		\$ 222,500.00	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	\$ -	
Pavement Marking Program	Public Works	\$ 222,500.00	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	\$ -	Taxes
Roadway Maintenance Program		\$ 1,980,000.00	\$ 1,950,000.00	\$ 1,950,000.00	\$ 1,950,000.00	\$ 470,000.00	\$ 250,000.00	
Chip Seal Program	Public Works	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 220,000.00	\$ -	Taxes
Roadway Maintenance Program	Public Works	\$ 1,530,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ -	\$ -	Taxes
Unpaved Roads	Public Works	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	Taxes
Street Lighting & Traffic Signal Maintenance Program		\$ 2,099,291.00	\$ 6,200,000.00	\$ 1,000,000.00	\$ 5,500,000.00	\$ 5,500,000.00	\$ -	
Street Lighting and Traffic Signal Maintenance	Public Works	\$ 1,099,291.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	Taxes
Las Cruces Street Lighting Management System	Public Works	\$ 200,000.00	\$ 5,500,000.00	\$ 500,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ -	Taxes
Traffic Signal Program		\$ 1,000,000.00	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	
Transportation System Modernization ITS	Public Works	\$ 1,150,000.00	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	Taxes
Weed Control & Maintenance Program		\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	\$ -	\$ -	
Weed Control & Maintenance Program	Public Works	\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	\$ -	\$ -	Taxes
Land Acquisition - Public Works	Public Works	\$ 243,740.00	\$ 500,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	Taxes
Materials Testing	Public Works	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ -	Taxes
Streets Improvements - Future		\$ -	\$ 36,055,309.51	\$ 21,630,000.00	\$ 13,562,360.00	\$ 12,755,000.00	\$ 2,540,000.00	
Downtown Street Improvements		\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	
Alameda Blvd - Las Cruces Ave to Picacho Ave	Public Works	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	TIDD
Street Lighting & Traffic Signal Maintenance Program		\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	
Targeted Road and Lighting Improvements - Design	Public Works	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	Taxes
Traffic Signal Program		\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	
Lohman at Walnut and Walton Signal Improvement	Public Works	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	Other
Advancement Ave Expansion	Economic Development	\$ -	\$ 516,383.56	\$ -	\$ -	\$ -	\$ -	Bonds, Grants
Armijo St - W Organ Ave to W Mountain Ave	Public Works	\$ -	\$ -	\$ 1,800,000.00	\$ -	\$ -	\$ -	Bonds, Taxes
Armijo St - W Picacho Ave to Parker Rd	Public Works	\$ -	\$ 1,450,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
Aspen Ave-Sequoia Ave to S Valley Dr	Public Works	\$ -	\$ -	\$ -	\$ 3,475,600.00	\$ -	\$ -	Bonds, Grants, Taxes
Elm St & Tamarack Dr from Aspen Ave to Sequoia Ave	Public Works	\$ -	\$ -	\$ -	\$ -	\$ 2,380,000.00	\$ -	Bonds, Grants, Other, Taxes
Evelyn St - Madrid Ave to Ash Ave	Public Works	\$ -	\$ 3,600,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Hayner Ave.- N. Valley Dr to N. Compress Rd and Sixth St- Hayner Ave to W. Hadley Ave	Public Works	\$ -	\$ 3,293,850.00	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
Hickory Dr & Sycamore Dr from Aspen Ave to Sequoia Ave	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,540,000.00	Bonds, Grants, Taxes
Kilmer St - Spruce Ave to Ash Ave	Public Works	\$ -	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
La Fonda Dr - Idaho Ave to E.O.P.	Public Works	\$ -	\$ 1,200,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
LCIP Infrastructure Improvements	Economic Development	\$ -	\$ 5,000,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
McClure Rd & Carlyle Dr Pond, Road & Drainage Improvements	Public Works	\$ -	\$ 2,500,000.00	\$ 3,000,000.00	\$ 2,000,000.00	\$ -	\$ -	Grants, Other, Taxes
Med Park - Idaho Ave. to Perkins St.	Public Works	\$ -	\$ 2,545,300.00	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
Miranda Ave - Picacho Ave to Court Ave	Public Works	\$ -	\$ -	\$ -	\$ 2,700,000.00	\$ -	\$ -	Bonds, Taxes
Mountain Ave - Melendres St to Armijo St	Public Works	\$ -	\$ 2,542,986.00	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
Mountain Vista Parkway Expansion	Economic Development	\$ -	\$ 1,200,473.54	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Parkview - Espina to W Park Dr	Public Works	\$ -	\$ -	\$ -	\$ 1,200,000.00	\$ -	\$ -	Taxes
Poplar Ave - Mesquite St to Santa Fe St	Public Works	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
Rigsby Rd - Barker to Valley Dr	Public Works	\$ -	\$ -	\$ 850,000.00	\$ -	\$ -	\$ -	Bonds, Taxes
Rocket Drive Expansion	Economic Development	\$ -	\$ 5,956,316.41	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Scoggins Ave-Sixth St to Sweet St	Public Works	\$ -	\$ -	\$ 1,180,000.00	\$ -	\$ -	\$ -	Taxes
Sequoia Ave - Valley Dr to EOP	Public Works	\$ -	\$ -	\$ 3,000,000.00	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Solano Dr- Missouri to Lohman	Public Works	\$ -	\$ -	\$ -	\$ -	\$ 10,375,000.00	\$ -	Other
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz	Public Works	\$ -	\$ -	\$ 11,800,000.00	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Sweet St- Hayner Ave to W. Hadley Ave	Public Works	\$ -	\$ -	\$ -	\$ 1,761,760.00	\$ -	\$ -	Taxes
Sycamore Blvd Expansion	Economic Development	\$ -	\$ 900,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Venegas St - Amador Ave to Cul de Sac	Public Works	\$ -	\$ -	\$ -	\$ 2,375,000.00	\$ -	\$ -	Bonds, Grants, Taxes
SUBTOTAL		\$ 37,763,898.29	\$ 78,656,501.51	\$ 34,619,525.00	\$ 30,931,885.00	\$ 27,594,000.00	\$ 3,910,000.00	

**CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031**

AMENDED - FEBRAURY 02, 2026

Project Title	Department	Funded FY2026	Unfunded					Funding Source
			FY2027	FY2028	FY2029	FY2030	FY2031	
Utilities		\$	\$	\$	\$	\$	\$	
Utilities - Newly Funded		\$ 18,071,772.10	\$ -	\$ -	\$ -	\$ -	\$ -	
2025 DWSRF Loan	Utilities	\$ 15,044,697.85						
2025 WPF Loan	Utilities	\$ 3,027,074.25						
Utilities - Carryover		\$ 59,476,718.82	\$ 85,111,060.00	\$ 21,887,221.00	\$ 8,562,969.00	\$ 3,615,000.00	\$ 4,892,239.00	
Gas Admin Building Improvements	Utilities	\$ 769,353.00	\$ 446,666.00	\$ 748,998.00	\$ 125,000.00	\$ 125,000.00	\$ -	Other
Gas Development	Utilities	\$ 2,548,618.00	\$ -	\$ -	\$ -	\$ -	\$ -	Other
Gas Miscellaneous	Utilities	\$ 358,923.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ -	Other
Gas PHMSA Grant	Utilities	\$ 10,000,000.00	\$ 7,972,055.00	\$ -	\$ -	\$ -	\$ -	Grants
Gas Rehabilitation	Utilities	\$ 2,064,798.00	\$ 2,999,467.00	\$ 5,488,493.00	\$ 360,000.00	\$ 1,080,000.00	\$ 360,000.00	Other
Solid Waste Building Improvements	Utilities	\$ 1,505,534.00	\$ 2,319,166.00	\$ 1,750,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	Other
Wastewater Building Improvements	Utilities	\$ 574,150.12	\$ 420,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	Other
Wastewater Development	Utilities	\$ 1,021,522.00	\$ 156,000.00	\$ -	\$ -	\$ -	\$ -	Other
Wastewater Miscellaneous	Utilities	\$ -	\$ 341,569.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	Other
Wastewater Rehabilitation	Utilities	\$ 3,075,156.50	\$ 5,616,439.00	\$ 5,811,040.00	\$ 500,000.00	\$ 720,000.00	\$ 410,000.00	Other
Wastewater Septic Systems	Utilities	\$ 372,753.20	\$ 47,677,216.00	\$ -	\$ -	\$ -	\$ -	Grants
Water 2025 Projects	Utilities	\$ 15,211,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Other
Water Building Improvements	Utilities	\$ 180,226.00	\$ 554,385.00	\$ 250,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	Other
Water Development	Utilities	\$ 151,724.00	\$ 5,298,864.00	\$ 261,272.00	\$ 2,745,624.00	\$ -	\$ -	WIF
Water Miscellaneous	Utilities	\$ 75,000.00	\$ 1,552,187.00	\$ 1,046,277.00	\$ 795,784.00	\$ 105,000.00	\$ 60,000.00	WIF
Water Rehab	Utilities	\$ 4,700,027.00	\$ 9,314,046.00	\$ 6,046,141.00	\$ 3,301,561.00	\$ 850,000.00	\$ 3,502,239.00	Other
WW23 Projects	Utilities	\$ 16,867,934.00	\$ -	\$ -	\$ -	\$ -	\$ -	Other
Utilities - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Utilities - Future		\$ -	\$ 64,656,940.72	\$ 9,496,380.10	\$ 7,700,787.00	\$ 10,209,133.00	\$ 11,850,960.00	
Belt Filter Press Drainage Improvement	Utilities	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Other
Lead and Copper Service Line Replacement	Utilities	\$ -	\$ 6,539,951.00	\$ 4,750,656.00	\$ 5,700,787.00	\$ 8,209,133.00	\$ 9,850,960.00	Bonds, Grants
Lift Station Stationary Generator Installation	Utilities	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Other
Pressure Reducing Valve Rehabilitation	Utilities	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Other
Primary Digester Sludge Pump Upgrade	Utilities	\$ -	\$ 93,000.00	\$ -	\$ -	\$ -	\$ -	Other
SCADA Operating System Replacement	Utilities	\$ -	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	Grants
Sewer Connections	Utilities	\$ -	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	Grants
Transite Pipe Identification & Replacement	Utilities	\$ -	\$ 5,500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	Bonds, Grants, Other
Wastewater Treatment Plant	Utilities	\$ -	\$ 45,839,309.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Water Storage Tank Rehab	Utilities	\$ -	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -	Other
Water Valve Replacements	Utilities	\$ -	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -	Other
Well 66	Utilities	\$ -	\$ 264,680.72	\$ 2,745,724.10	\$ -	\$ -	\$ -	Grants
SUBTOTAL		\$ 77,548,490.92	\$ 149,768,000.72	\$ 31,383,601.10	\$ 16,263,756.00	\$ 13,824,133.00	\$ 16,743,199.00	
Total Newly Funded		\$ 33,299,217.26	\$ 181,500.00	\$ -	\$ -	\$ -	\$ -	
Total Carryover		\$ 191,729,883.36	\$ 202,668,990.83	\$ 71,056,942.32	\$ 21,510,195.32	\$ 15,727,226.32	\$ 10,016,239.00	
Total Annual		\$ 19,933,657.09	\$ 54,024,392.00	\$ 19,513,095.00	\$ 23,354,095.00	\$ 21,633,570.00	\$ 1,700,000.00	
Total Future		\$ -	\$ 246,067,349.23	\$ 88,348,380.10	\$ 157,711,645.00	\$ 101,384,133.00	\$ 37,330,960.00	
GRAND TOTAL		\$ 244,962,757.71	\$ 502,942,232.06	\$ 178,918,417.42	\$ 202,575,935.32	\$ 138,744,929.32	\$ 49,047,199.00	

Abbreviations:	ARPA - American Rescue Plan Act	Other - Includes Fees, State Entitlements, Leases, Developer Contributions and Donations	TIDD - Tax Increment Development District
	Bonds - Includes Bonds and Loans	PIF - Park Impact Fees	WIF - Water Impact Fees
	Grants - Includes Local, State, Federal, or private entity	PSIF - Public Safety Impact Fees	WWIF - Wastewater Impact Fees

Notes: Pending funding noted in italic Pending 2025 Legislative Appropriations/Capital Outlay Current funding sources noted in bold

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - February 02, 2026

Attachment "A"

Project: Legacy Park Renovations						
Scope of Work: Renovation of existing park features and the construction of refresh parks that are 30 years or older.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Parks Improvements	Parks and Recreation	\$941,559	\$599,536	\$1,541,095	Adjustment to reflect revised project funding.	3

Project: Skate Park Improvements						
Scope of Work: Improve a new skate park to include access, parking, restrooms, lighting, furnishings, skate features, drainage, signage, striping, and other improvements necessary.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Parks Improvements	Parks and Recreation	\$603,420	(\$200,000)	\$403,420	Adjustment to reflect revised project funding.	3

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - February 02, 2026

Project: Playground Renovations						
Scope of Work: To renovate and upgrade playground structures , safety surfacing, and shade for existing parks to meet 20year replacement schedule.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Parks Improvements	Parks and Recreation	\$1,879,367	(\$732,077)	\$1,147,290	Adjustment to reflect revised project funding.	4

Project: Land Acquisition, Planning, and Design for Parks						
Scope of Work: To purchase land, contracting for design and planning services, contracting for construction services for neighborhood and other parks.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Parks - New	Parks and Recreation	\$100,000	\$193,250	\$293,250	Adjustment to reflect revised project funding.	4

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - February 02, 2026

Project: MoNaS Nature Center Redesign						
Scope of Work: To assess and redesign Nature Center exhibits, new display of the taxidermy specimens, murals, wall labels, an overhaul of how ADA compliance is approached for visitors, hands-on exhibit areas, renovation of the staff work area for improved staff and animal safety, to include a new sink, new tile floor with sealed concrete, utilities and drainage.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Quality of Life	\$0	\$445,500	\$445,500	Adjustment to reflect new capital outlay funding.	5

Project: Museum of Art/MoNaS Re-Roof						
Scope of Work: To construct, plan, design, equip, improve, install, replace a reroof of Museum of Art and Museum of in the city of Las Cruces in Dona Ana county.						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Quality of Life	\$1,260,500	(\$445,500)	\$815,000	Adjustment to reflect revised project funding.	5

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - February 02, 2026

Project: Gas Development						
Scope of Work: To construct a on-Call Gas Service Projects with the progression to loop the gas system for capacity and redundancy.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Utilities	Utilities	\$1,548,618	\$1,000,000	\$2,548,618	Adjustment to reflect revised project funding.	10

Project: 2025 DWSRF Loan						
Scope of Work: To fund water projects in the City.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Utilities	Utilities	\$0	\$15,044,698	\$15,044,698	Adjustment to reflect new project funding.	10

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - February 02, 2026

Project: 2025 WPF Loan						
Scope of Work: To fund water projects in the City.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Utilities	Utilities	\$0	\$3,027,074	\$3,027,074	Adjustment to reflect new Loan funding.	10

Project: Water 2025 Projects						
Scope of Work: To rehabilitate tanks, new booster stations, and improvements to wells.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Utilities	Utilities	\$14,300,000	\$911,000	\$15,211,000	Adjustment to reflect revised project funding.	10

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - February 02, 2026

Project: WW23 Projects						
Scope of Work: To improve projects at Jacob Hands and East Mesa wastewater treatment plants.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Utilities	Utilities	\$14,767,934	\$2,100,000	\$16,867,934	Adjustment to reflect revised project funding.	10



**3106; Council
Bill 26-014**

City Council Action and Executive Summary

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	January 20, 2026	Adopted:	February 2, 2026
Drafter:	Brad Douglas	Department:	Legal
Title:	AN ORDINANCE AMENDING CHAPTER 23, SECTION 23-36. POLICE SERVICE AIDES OF THE LAS CRUCES MUNICIPAL CODE.		

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

PURPOSE(S) OF ACTION:
To amend Sec. 23-36 of the Las Cruces Municipal Code.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
As currently written, Sec. 23-36 of the Las Cruces Municipal Code authorizes police service aides to assess parking violations, and to assist with crash investigations.

If the instant amendment is adopted, police service aides would be empowered to investigate traffic crashes that result in minor injury or less, and to issue citations post-accident for traffic regulation violations contained in the Las Cruces Municipal Code.

Currently, police service aides do not have the authority to issue traffic citations post-accident, which results in commissioned officers being required to remain on-scene to do so. If this ordinance is amended, it would allow for commissioned police officers to focus on more pressing policing matters, promoting efficiency and public safety.

SUPPORT INFORMATION:
[Exhibit "A" PSA Ordinance Revision Clean Copy](#)
[Attachment "A" PSA Ordinance Revision Redline v2](#)

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

OPTIONS / ALTERNATIVES:
1. Vote "Yes"; this will approve the amendment.

Agenda Item #7.4.

2. Vote "No"; this will not approve the amendment and the code will remain as-is.
3. Vote to "Amend"; this will require direction from City Council to staff.
4. Vote to "Table"; this will delay the action to a subsequent date.

ORDINANCE 3106; COUNCIL BILL 26-014

AN ORDINANCE AMENDING CHAPTER 23, SECTION 23-36. POLICE SERVICE AIDES OF THE LAS CRUCES MUNICIPAL CODE.

The City Council is informed that:

WHEREAS, as currently written, Sec. 23-36 of the Las Cruces Municipal Code authorizes police service aides to assess parking violations, and to assist with crash investigations; and

WHEREAS, If the instant amendment is adopted, police service aides would be empowered to investigate traffic crashes that result in minor injury or less, and to issue citations post-accident for traffic regulation violations contained in the Las Cruces Municipal Code; and

WHEREAS, if this ordinance is amended, it would allow for commissioned police officers to focus on more pressing policing matters, promoting efficiency and public safety.

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

(I)

THAT Sec. 23-36 of the Las Cruces Municipal Code is hereby approved as noted 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

Agenda Item #7.4.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Exhibit “A”

Sec. 23-36. - Police service aides.

Purpose.

(1)

The economic vitality of the City of Las Cruces is dependent upon residents and visitors patronizing local business. Such patronage requires that the limited parking spaces within the city be used for their intended lawful purpose and in the most efficient and equitable manner possible.

(2)

There exists in the City of Las Cruces serious street congestion conditions which: prevents the free circulation of traffic; obstructs access to and for the use of both, public and private property; increases traffic hazards, impedes the rapid and effective fighting of fires and the disposition of police forces; and endangers the public peace, health and safety. These conditions are caused in substantial part by insufficient space or accommodations for the parking of motor vehicles off the public streets. Therefore, it is in the public interest to regulate, manage, and operate parking meters and parking spaces and parking facilities within the city pursuant to the Municipal Parking Law, NMSA § 3-50-1 et seq.

(b)

Authorization of police service aide. The chief of police shall designate police service aide(s) to target parking violations and investigate traffic crashes resulting up to minor injury to assist the police department with the enforcement of such crimes

(1)

Police service aides shall be provided training to identify and issue citations for parking violations and applicable traffic regulation violations

(2)

Police service aides shall have the authority to issue citations for parking violations contained in Las Cruces Municipal Code, article 9, Parking Regulations, [section 27-12-9-1](#) et seq. or any other parking violation laws adopted by the city or enumerated elsewhere in this Code.

- a) Police service aides shall have the authority to issue citations post-accident for traffic regulation violations contained in Las Cruces Municipal Code, article 4, Accidents and Accident Reports, 27-12-4 et seq; article 5, Signs,

Agenda Item #7.4.

Signals and Markings, 27-12-5 et seq; article 6, Traffic Regulations, 27-12-6 et seq; article 8, Operation of Bicycles, 27-12-8 et seq; or any other traffic laws adopted by the city.

(c)

Effective date. This section shall take effect five days after it is published.

Attachment “A”

Sec. 23-36. - Police service aides.

Purpose.

(1)

The economic vitality of the City of Las Cruces is dependent upon residents and visitors patronizing local business. Such patronage requires that the limited parking spaces within the city be used for their intended lawful purpose and in the most efficient and equitable manner possible.

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Authorization of police service aide. The chief of police shall designate police service aide(s) to target parking violations **and investigate traffic crashes resulting up to minor injury** to assist the police department with the enforcement of such crimes

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Police service aides shall be provided training to identify and issue citations for parking violations **and applicable traffic regulation violations**

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- a) **Police service aides shall have the authority to issue citations post-accident for traffic regulation violations contained in Las Cruces Municipal Code, article 4, Accidents and Accident Reports, 27-12-4 et seq; article 5, Signs,**

Agenda Item #7.4.

Signals and Markings, 27-12-5 et seq; article 6, Traffic Regulations, 27-12-6 et seq; article 8, Operation of Bicycles, 27-12-8 et seq; or any other traffic laws adopted by the city.

(c)

Effective date. This section shall take effect five days after it is published.



**3107; Council
Bill 26-015**

City Council Action and Executive Summary

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	January 20, 2026	Adopted:	February 2, 2026
Drafter:	Elizabeth Teeters	Department:	Economic Development
Title:	AN ORDINANCE TERMINATING THE PROJECT PARTICIPATION AGREEMENT (PPA) WITH 828 PRODUCTIONS, LLC, RELIEVING THE CITY OF AN OBLIGATION IN THE AMOUNT OF APPROXIMATELY \$1,858,015.22, CONDITIONALLY AUTHORIZING THE FULL TERMINATION OF THE PPA AND ORDINANCES 3028, 3054, AND 3067, AUTHORIZING CLAWBACKS OF FUNDING EXPENDED UNDER THE PPA, AND AUTHORIZING REPAYMENT TO THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT.		

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

PURPOSE(S) OF ACTION:
To terminate the Project Participation Agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, establishing the 828 Productions, LLC (Company) Local Economic Development Act (LEDA) Project. The ordinance included a Project Participation Agreement (PPA) between the City and the Company and an Intergovernmental Agreement (IGA) between the City and the New Mexico Economic Development Department (NMEDD), together allocating \$897,596 in City contribution from its capital outlay funds and making the City a fiscal agent to distribute up to \$3,000,000 in State contribution. Subsequent amendments to the PPA were approved by City Council in December 2023 (Ord. No. 3054) and May 2024 (Ord. No. 3067), authorizing an additional \$2.8 million in City funds. The City and State funds were intended to support specific cinematic infrastructure improvements across multiple properties within the City of Las Cruces.

Since adoption of the ordinance, the Company has expended \$897,586 of the initial City funds and drawn \$941,984.78 from the City’s additional \$2.8 million allocation. The Company has also submitted reimbursement requests, one in March 2025 of \$191,923, and two in October 2025 of \$308,000 and \$245,464.78, from the City’s funds. However, at least since receiving the invoice submitted in March 2025, City staff have been concerned whether the Company’s expenditures materially advanced the objectives of the project and whether sufficient supporting documentation had been provided. In response, City staff initiated a comprehensive review of all invoices for City funding, including through an annual review required by the PPA and commenced in mid-2025. Through this review—described in part through document titled Annual Performance Review and attached as Exhibit A to the proposed ordinance—staff determined that the majority of expenses were associated with property maintenance and general upkeep rather than the construction or development of the cinematic infrastructure identified in the PPA and its amendments.

Pursuant to the PPA, the Company is required to submit an annual Economic Impact Analysis (EIA) by February 24 of each year. Failure to submit the report by April 15 of that year subjects the Company to a 10

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percent clawback of all funds received by the Company. The Company did not submit its EIA until July 14, 2025, following correspondence from NMEDD advising of potential noncompliance. Accordingly, the City will authorize its staff to enforce the clawback requirement for a clawback totaling approximately \$183,957.08.

The PPA also requires a clawback in the event of facility closure, meaning that the Company ceased production or failed to occupy the facility used to do business authorized by the LEDA Project, with "facility" defined in the PPA and subsequent amendments. The most recent amendment to the PPA identified as a production facility real property with an address of 300 S. Compress, St., Las Cruces, NM 88005 (the S. Compress Property). On November 3, 2025, City staff discovered that the Company had lost title to the S. Compress Property in August 2025, yet the Company had not provided notice to the City. Accordingly, the City will authorize its staff to enforce a separate and additional clawback under the PPA of at least all City contribution expended for the S. Compress Property, totaling approximately \$1,137,570.78, plus, if requested by the State, a clawback of all State funds expended for the S. Compress Property. A complete breakdown of invoicing and requested clawbacks can be found in Attachment D.

Due to these findings and continuing compliance concerns, the City elects to terminate its contractual obligations to provide further City contributions to the Company pursuant to the PPA and authorizes City staff to terminate the agreement, recover applicable clawbacks, and seek other remedies as appropriate to make the City whole. The City's termination shall be construed as terminating its contractual responsibilities to give further City contribution but not to prevent continuing work on behalf of NMEDD as fiscal agent for the State funds, thereby allowing the LEDA Project to continue until such time as the State, through NMEDD, determines to terminate its contribution to the LEDA Project. City staff is directed in the course of termination described by this paragraph, including in any pursuit of a clawback, to provide for the satisfaction of outstanding debts owed by the City, including by deducting the eligible amount from the Company's most recent reimbursement requests from the City's total request for clawbacks.

However, notwithstanding the limited nature of the termination described in the prior paragraph, should NMEDD in the future choose to terminate the State contribution to the Company, then for the reasons above, the City by this Ordinance acts to terminate the LEDA Project in its entirety pursuant to NMSA 1978, § 5-10-12. Stated differently, a future decision by NMEDD to terminate its contribution shall act as a condition subsequent, which, once occurred, triggers cancellation as described in this paragraph. The City's decision to terminate the LEDA Project in this way includes fully terminating the PPA and terminating those ordinances previously authorizing the LEDA Project, including Ord. Nos. 3028, 3054, and 3067. The City's duty to satisfy outstanding debts shall then continue, and the City shall return all unexpended and unencumbered State funds to NMEDD.

SUPPORT INFORMATION:

[Exhibit "A", 2025 828 LEDA Annual Performance Review](#)

[Attachment "A", LEDA Ordinance](#)

[Attachment "B", Project Participation Agreement Amendment 1](#)

[Attachment "C", Project Participation Agreement Amendment 2](#)

[Attachment "D", Invoice Breakdown](#)

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

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☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance, terminating the City's portion of the Project Participation Agreement, and allowing the City to remain as fiscal agent to the State of New Mexico's funds, and, if the State through NMEDD subsequently determines to terminate its contribution to the Project, to terminate the Project in its entirety, including by terminating all City ordinances providing authority for the Project.
2. Vote "No"; this will not approve the Ordinance, and the City will continue its LEDA agreement with 828 Productions, LLC.
3. Vote to "Amend"; this could delay the Ordinance and would require City Council to provide direction to staff.
4. Vote to "Table"; this would delay the Ordinance and require City Council to provide direction to staff.

ORDINANCE 3107; COUNCIL BILL 26-015

AN ORDINANCE TERMINATING THE PROJECT PARTICIPATION AGREEMENT (PPA) WITH 828 PRODUCTIONS, LLC, RELIEVING THE CITY OF AN OBLIGATION IN THE AMOUNT OF APPROXIMATELY \$1,858,015.22, CONDITIONALLY AUTHORIZING THE FULL TERMINATION OF THE PPA AND ORDINANCES 3028, 3054, AND 3067, AUTHORIZING CLAWBACKS OF FUNDING EXPENDED UNDER THE PPA, AND AUTHORIZING REPAYMENT TO THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT.

The City Council is informed that:

WHEREAS, on March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, establishing the 828 Productions, LLC (Company) Local Economic Development Act (LEDA) Project; and

WHEREAS, the Ordinance initially allocated \$897,596 in capital outlay funds to the project, with an additional \$2.8 million of City funds approved through amendments to the Project Participation Agreement (PPA) in December 2023 (Ord. 3054) and May 2024 (Ord. 3067). These funds were intended for specific cinematic infrastructure improvements across multiple properties in Las Cruces; and

WHEREAS, since the ordinance's adoption, the Company has expended \$897,586 of the initial funding and has drawn \$941,984.78 from the \$2.8 million allocation, and 828 has submitted for future reimbursement invoices totaling \$745,387.79; and

WHEREAS, an invoice submitted to the City for reimbursement in March 2025 raised concerns among City staff that the invoices did not materially serve the objectives of the Project and provided insufficient supporting documentation, and consequently City staff initiated a comprehensive review of all invoices related to the City's funding; and

WHEREAS, through this review, City staff determined that funds were primarily used for property maintenance and general upkeep rather than the material development of the infrastructure identified in the PPA and amendments; and

WHEREAS, as required by the PPA, the Company must complete an annual economic impact data sheet (EIA) by February 24 of each year, and if it is not submitted by April 15 of that year, the Company shall be subject to a 10% clawback of all funds received; and

WHEREAS, the Company did not submit their EIA until July 14, 2025, following correspondence from the New Mexico Economic Development Department (NMEDD) warning of a potential clawback; and

WHEREAS, the City accordingly authorizes its staff to require and seek that clawback, which equals approximately \$183,957.08; and

WHEREAS, under the PPA, the Company is subject to a clawback of funds for its cessation of production or its failure to occupy its facility for business authorized by the LEDA Project; and

WHEREAS, the Company has lost title to real property designated as a production facility under the most recent amendment to the PPA, but the Company did not give notice to the City; and

WHEREAS, the City accordingly authorizes its staff to require and seek an appropriate clawback of funds related to the loss of the facility, which equals at least \$1,137,570.78 in City funds and, if requested by NMEDD, additional State funds expended for development of the facility, separate from and in addition to the above-mentioned clawback of approximately \$183,957.08; and

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WHEREAS, due to its ongoing concerns, the City elects to terminate its contractual responsibilities to provide City contribution to 828 pursuant to the PPA for reason of 828's failure to comply with the requirements of that agreement while retaining its duties under the PPA while acting as fiscal agent for contributions by the State through NMEDD; and in the alternative, should NMEDD end its assistance to the Company through the LEDA Project, to terminate the LEDA Project in its entirety and including by terminating all City ordinances authorizing the LEDA Project (Ord. Nos. 3028, 3054, 3067); and

WHEREAS, the City authorizes its staff to require and seek such further and other remedies as occasioned by the Project and authorized by the PPA or law; and

WHEREAS, pursuant to NMSA 1978, Section 5-10-12, the City shall meet all lawful obligations due and owing to 828 Productions, and a request for any clawback amount shall be based on a thorough review of project-related expenses.

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

(I)

THAT the City Council hereby empowers its City Manager to terminate the City contribution under this Project by passage of this ordinance, on grounds that an Annual Performance Review was held and the findings attached in Exhibit "A" and, since that Annual Performance Review, additional considerations informing the City's review have come to light including the matters discussed herein.

(II)

THAT the City authorizes its staff to require and seek a clawback of approximately \$183,957.08, as stipulated in the PPA for not timely submitting the EIA.

(III)

THAT the City authorizes its staff to require and seek additional and separate clawbacks of at least \$1,137,570.78 in City funds and, if requested by the State, additional State funds, as stipulated in the PPA for failure to occupy real property designated as a production facility under the PPA.

(IV)

THAT the City will continue to act as fiscal agent for the \$3,000,000 contribution from the Legislature of the State of New Mexico, except that, should NMEDD elect to end its further contribution, the City by this Ordinance terminates in its entirety the LEDA Project and its prior ordinances authorizing the LEDA Project (Ord. Nos. 3028, 3054, and 3067) and remits to the State those State funds held by the City and owed to the State.

(V)

THAT the City authorizes its staff to require and seek such further and other remedies as occasioned by the Project and authorized by the PPA or law.

(VI)

THAT the City shall meet all lawful obligations due and owing to the Company, and a request for any clawback amount shall be based on a thorough review of project-related expenses.

(VII)

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

DONE AND APPROVED this day of

Agenda Item #7.5.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

**Annual Performance Review
828 Productions, LLC**

This Annual Performance Review evaluates the performance of 828 Productions, LLC (“828”) in accordance with the Local Economic Development Act (“LEDA”), the terms of the Project Participation Agreement (“PPA”) between 828 and the City of Las Cruces, and relevant amendments to the PPA. In particular, this Review is authorized by Section 12 of the PPA and serves the purposes identified in Section 12, which states:

To ensure the prudent use of the taxpayer’s funds and as required by the LEDA statute and Ordinance¹, the Project will be subject to an annual performance review conducted by City or EDD staff beginning on June 30, 2023 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement of the LEDA program and may request any assistance it deems necessary. The City or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

Pursuant to this framework, this Review examines the approximately \$2.8 million in funding designated by the City to 828 Productions, pursuant to the terms outlined in the Second Amendment to the PPA, adopted on May 6, 2024.² To date, 828 has submitted three (3) invoices for reimbursement that have been paid:

Invoice Number	Date	Amount
24238	11/21/2024	\$ 174,984.78
24240	8/5/2024	\$ 65,000.00
00682	8/5/2024	\$ 702,000.00
	TOTAL:	\$ 941,984.78

A fourth invoice (Invoice #0728) in the amount of \$191,922.52 was received on March 7, 2025. City Economic Development staff requested supporting documentation on March 18,

¹See NMSA § 5-10-1, *et seq.*; LCMC Ord. 3039

² There are only two amendments to the PPA, with the Second Amendment superseding the First Amendment.

2025, but the requested materials were not received until June 17, 2025. Due to the delay in receiving the documentation until City staff were in the course of preparing for this Review, evaluation for this invoice has been included in the current performance review before the invoice’s payment.

As provided below, this review will cover (1) a summary of submitted invoices (paid and pending); (2) the annual review documentation requested; (3) 828’s performance as measured by disbursement benchmarks and clawback milestones; and (4) recommendations for the future of this project.

1. Invoicing

City staff decided to initiate a systematic review of invoicing under this PPA after receiving Invoice #0728 on March 7, 2025. As a reason for their concerns, staff found that the documentation submitted with the invoice lacked detail and clarity, and did not adequately demonstrate that the expenditures aligned with the intended use of funds for cinematic infrastructure, as the PPA and Second Amendment required the expenditure of City funding for particular infrastructure related to the construction of film production facilities.³ Staff requested additional supporting documentation and held discussions with 828 to gain a clearer understanding of the expenses in comparison with the Second Amendment to the PPA, including the enclosed Cinematic Infrastructure Funds Expenditure List (the “Expenditure List”), which together provide for categories of eligible expenditures for three facilities and allocates per-facility expenditure maximums. Staff included in its evaluation a review of the three previously paid invoices and identified concerning discrepancies. Within the Expenditure List, there are columns that represent a specific address (i.e., the facility), a category for type of work done, namely “Facility/Facility Type”, and two subcategories of work done, namely “Cinematic Infrastructure” and “Additional Details,” as reproduced below:

Cinematic Infrastructure Funds Expenditure List			
Address	Facility / Facility Type	Cinematic Infrastructure	Additional Details

Thus, all reimbursements must reflect eligible costs clearly tied to cinematic infrastructure as defined in the Expenditure List, including (i) the address for the infrastructure project, (ii)

³ As noted below, the PPA allotted the distribution of \$897,596 of the City’s local contribution across six “tranches” of expenditures for the construction of a road and parking lots. The Second Amendment allotted an additional \$2,582,000 across three tranches for the development of particular infrastructure.

the type of facility for which services are authorized, (iii) the particular infrastructure service, and (iv) additional detailed qualifications as appropriate.

In comparison with these mandatory categories, the invoices reflect entirely unauthorized categories, which would make the expenditures ineligible. As more thoroughly detailed in the attached Exhibit A, which reviews all invoices submitted against eligible expenditure categories, a total of \$276,774.25 has been paid to 828 that was ineligible because costs reflected ineligible categories, compared to a total of \$665,210.53 eligible expenditures.

Similarly, certain invoices purported to cover expenses for the infrastructure projects on the Expenditure List, but many of the authorized categories from that List were not reflected in invoiced costs. As also detailed in Exhibit A, the expenditures show that there has been no work done across 17 of the 21 categories, despite the fact that over a third of available City funding across all three facilities (including all funding available for the S. Miranda facility) has been invoiced.

Finally, the currently pending invoice, totaling \$191,922.52, raised additional concerns. Supporting documentation revealed that expenses were routed through DB Co., a subsidiary of 828. DB Co. invoiced 828, which then sought reimbursement from the City. This layered invoicing included additional administrative charges—such as Project Manager, Assistant Project Manager, Architectural Services, and Back Office—that lacked sufficient justification. Staffing invoices submitted by DB Co. included labor hours without specific descriptions of work performed. Red Cap Staffing, for example, provided temporary labor for landscaping, but the documentation does not specify the tasks completed. While it is possible that this relates to property maintenance previously discussed, this cannot be verified. And perhaps more fundamentally, the arrangements by 828 to pay through its own subsidiaries raises concerns of transparency and waste.

Additionally, a significant portion of the invoice consists of monthly security service charges. Although potentially eligible, these expenses—like the staffing hours—do not clearly align with the infrastructure objectives of the LEDA statute or the PPA.

Based on the ineligible categories and subcategories above and the concerns with the supporting documentation, the final expenses that would be eligible for reimbursement to 828 from the pending invoice are \$17,283.43, which includes invoices for the interior remodel of the 2,900 square foot office and for the exterior remodel of the general building. A complete breakdown can be found in Exhibit B.

2. Annual Review

As noted above, Section 12 of the PPA anticipates that, as part of the annual review process, the City will request documents not only to “evaluate whether the Project is meeting the requirements” of the PPA; in addition, the City would seek “data and information to assess the broader economic impact of the Project.” Consistent with this purpose, on April 11, 2025, the City notified 828 that the Annual Performance Review was forthcoming. City staff communicated that, as part of this year’s review, a comprehensive audit of all invoices submitted to date would be conducted.

A follow-up meeting between 828 Productions and City staff was held on April 25, 2025. During this meeting, staff provided a detailed list outlining the documentation and information required to conduct the audit effectively. The list was intended to ensure full transparency and give 828 Productions a clear understanding of the City’s expectations.

To further support this effort, a reminder was sent on June 12, 2025. This communication included an expanded version of the documentation checklist to clarify requirements and assist 828 Productions in preparing the requested materials.

As of the date of this report, the City has not received any of the documentation requested to conduct the audit as initially communicated in April and continually communicated since. Further, at the April 25 meeting, 828’s leadership expressed that 828 will not provide information on the basis that it is entitled to withhold proprietary or confidential information under Section 12 of the PPA, but since that time, 828 has not identified any types of information it intends to withhold, just as it has not provided any information responsive to this request for additional documents. This lack of communication has hindered the City’s ability to complete a full and accurate performance evaluation in accordance with the PPA.

3. Disbursement Milestones and Benchmark Criteria

In accordance with Sections 5 and 6 of the PPA, 828 is required to request disbursements of funding pursuant to a strict “tranche” schedule after demonstrating compliance with meeting certain milestones. Further, under Section 10, 828 must provide proof of meeting benchmarks for its performance, including an economic impact data sheet (EIA).

As stated in a letter sent to 828’s legal counsel on April 28, 2025, there are concerns with consistency with the terms of the Agreement when it comes to reimbursement. 828’s process for requesting reimbursements is inconsistent with the terms where they require requests for reimbursement on a different cadence reflecting less frequent reimbursement for the completion of “tranches” (also called “allotments”) or work, as defined in the PPA.

Section 5 of the PPA specifies that contribution by the City under the Agreement “will be disbursed in six (6) separate allotments.” Therefore, the PPA clearly requires disbursements no more than six times in total. Instead, 828 has submitted invoices on a “per job” basis without adequately supporting the work or attempting to meet the criteria for the disbursement of a specific tranche. While the City paid these invoices prior to the current invoice, City staff notes that 828 currently disputes that the contract’s tranche-based system for reimbursement still applies, creating a present conflict between these two parties to the PPA.

Finally, as part of the reporting requirements of the PPA, 828 is required to complete an annual economic impact data sheet (EIA) by February 28 of each year. Under section 10, failure to complete and provide the EIA data sheet by April 15 of any calendar year subjects 828 to a mandatory 10% clawback of all funds received. The required information was ultimately submitted to the New Mexico Economic Development Department on July 14, following a an email from NMEDD warning of a potential clawback. While the data provided supports certain job creation and production spend commitments outlined in the Agreement are being met, it fails to demonstrate any measurable positive economic impact to the City of Las Cruces. Similar to the invoices received, the EIA submission is inscrutable, and ultimately it does not affect any of the above conclusions regarding the work done and invoicing received.

4. Concluding Recommendations

This Annual Performance Review has given an explanation of a number of issues with how 828 has requested and spent funding properly belonging to the public. Based on the findings and concerns outlined above, the City recommends terminating the LEDA Agreement with 828 and discontinuing the relationship. This recommendation is made pursuant to Section 12 of the PPA, which states:

If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance of this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

The language of this Section provides that the City may terminate the Project with or without cause. The City acknowledges that funds have been paid to 828 for the prior three invoices, and having reviewed the provisions of Section 10 governing permissible clawbacks, has determined that for these invoices there may be an insufficient basis for requiring a clawback of expended funds except as provided under Subsection C where it references the EIA reporting requirement by April 15 of any calendar year.⁴ As contemplated by that Subsection, 828 will be directed to return a "10% clawback of all funding received," presently totaling \$94,198.47.

With respect to the pending invoice, the currently identified eligible expenses will be reimbursed. Should 828 wish to provide additional documentation in support of the invoice, such materials may be submitted for further review within the next thirty days. If deemed eligible, those additional expenses will also be reimbursed, and the 10% clawback will be accordingly adjusted. Ineligible expenses currently identified within the invoice will not be paid. At this time, the amount eligible for reimbursement is \$17,283.43. Accordingly, the outstanding balance owed to the City by 828 is \$77,515.04.

In further compliance with the PPA, City staff will present to the Las Cruces City Council an ordinance to formally revoke the ordinance by which this Project is authorized. 828 will be notified at least 30 days prior to the City Council meeting at which the ordinance may be adopted.

⁴ By this statement, the City makes no final conclusion whether it may seek additional clawback or other remedies under the PPA beyond the 10% clawback referenced here. The City reserves all rights available to it.

Exhibit A – Invoices Breakdown

Section 1 – Ineligible Expenses

Invoice 24238

Address: 106 S. Miranda

Facility/Facility Type	Cinematic Infrastructure		Total w/Tax
General Building	Consulting	\$	8,104.69
General Building	Consulting	\$	11,886.88
General Building	Consulting	\$	40,523.44
	Ineligible Costs	\$	60,515.01

"Consulting" is an item available under "Facility/Facility Type," not "Cinematic Infrastructure."

Invoice 24240

**Address: 300 S.
Compress**

Facility/Facility Type	Cinematic Infrastructure		Total w/Tax
General Property	Fence, Wall, & Gate	\$	27,015.63
General Property	EXT Signage	\$	7,564.38
General Property	EXT Signage	\$	2,161.25
General Property	Consulting	\$	29,176.88
	Ineligible Costs	\$	65,918.14

There are not matching "Cinematic Infrastructure" subcategories within the "Facility/Facility Type" category

Invoice totals are more than the \$65,000 requested

Invoice 0682**Address: 300 S****Compress**

Facility/Facility Type	Cinematic Infrastructure		Total w/Tax
General Property	Planning & Design	\$	86,250.00
General Property	Planning & Design	\$	2,875.00
General Property	Consulting	\$	10,500.00
General Property	Consulting	\$	9,200.00
General Property	Consulting	\$	7,475.00
2900sf Office	Planning & Design	\$	8,509.24
Consulting	Construction	\$	16,100.00
Consulting	Construction	\$	10,350.00
	Ineligible Costs	\$	151,259.24

There are no matching "Cinematic Infrastructure" subcategories within the "Facility/Facility Type" category. "Consulting" is not a qualifying "Facility/Facility Type."

Invoice 0728 (Pending)**Address: 300 S****Compress**

Facility/Facility Type	Cinematic Infrastructure		Total w/Tax
General Property	Planning & Design	\$	27,000.00
General Property	Planning & Design	\$	45,000.00
General Property	Planning & Design	\$	12,000.00
General Property	Planning & Design	\$	7,500.00
General Property	Planning & Design	\$	1,700.00
General Building	Landscaping	\$	5,500.00
General Building	Ext. Remodel	\$	15,500.00
General Property	Concrete/Trash Removal	\$	24,500.00
	Ineligible Costs	\$	138,700.00

There are not matching "Cinematic Infrastructure" subcategories within the "Facility/Facility Type" category. "General Building" is not a "Facility/Facility Type"

Total Eligible and Ineligible Expenses

Invoice Number	Eligible	Ineligible	Total
24238	\$114,469.77	\$ 60,515.01	\$ 174,984.78
24240	\$ -	\$ 65,000.00	\$ 65,000.00
682	\$550,740.76	\$151,259.24	\$ 702,000.00
0728 (Pending)	\$ 53,223.00	\$138,700.00	\$ 191,923.00
Total	\$718,433.53	\$415,474.25	\$1,133,907.78

Invoice 24240 submitted more documentation than was requested for reimbursement, which is why the ineligible costs are more than the total.

Section 2 – Unutilized Mandatory Fields

106 S. Miranda is fully expended, yet the following mandatory categories have not been utilized:

1. General Building - HVAC
2. General Building - Solar Power
3. General Building - Cleaning
4. General Building – Internet
5. General Building – Landscaping
6. General Building – Signage
7. General Building – Post-Production
8. General Building – Exterior Remodel
9. General Building – Utilities
10. Parking Lots – Planning & Design
11. Parking Lots – Repair/Maintenance
12. Parking Lots – Landscaping
13. Parking Lots – Plumbing
14. Parking Lots – Signage
15. Parking Lots – Lighting/Electric
16. Consulting
17. Lease Reimbursements

Exhibit B – Invoice 0728 Supporting Documentation

Facility/Facility Type	Cinematic Infrastructure	Invoice	Amount	Concerns
2,900sf Office	Interior Remodel	MCD Invoice	\$ 1,765.40	
		APEX Invoices	\$ 1,729.32	Missing Invoice #32972 - \$48.68
		Project Manger	\$ 1,125.00	Extra charge is not justified
		Assistant PM	\$ 1,850.00	Extra charge is not justified
		Back Office	\$ 760.00	Extra charge is not justified
		INELIGIBLE	\$(3,783.68)	
		ELIGIBLE	\$ 3,446.04	

Facility/Facility Type	Cinematic Infrastructure	Invoice	Amount	Concerns
2,900sf Office	Interior Remodel	Torres Welding		
		Inc Inv	\$ 1,152.90	
		Rawson Builders		
		Inv	\$ 1,178.63	
		Materials		
		Expense	\$ 5,824.31	No invoice
		Back Office	\$ 150.00	Extra charge is not justified
		INELIGIBLE	\$(5,974.31)	
		ELIGIBLE	\$ 2,331.53	

Facility/Facility Type	Cinematic Infrastructure	Invoice	Amount	Concerns
General Building	EXT Remodel	Kershaw El		Invoice #5113 counted
		Invoices	\$11,743.60	twice - \$237.74
		Project Manager	\$ 1,050.00	Extra charge is not justified
		A Project		
		Manager	\$ 1,000.00	Extra charge is not justified
		Back Office	\$ 500.00	Extra charge is not justified
		INELIGIBLE	\$(2,787.74)	
		ELIGIBLE	\$11,505.86	

Facility/Facility Type	Cinematic Infrastructure	Invoice	Amount	Concerns
General Property	Security	Repair Materials		No invoices but
		Expenses	\$ 2,091.65	documentation
		Property Camera		No invoices but
		Supplies/Services	\$ 4,104.06	documentation
		Police Report		No invoices but
		Copies	\$ 27.00	documentation
		Project Manager	\$ 750.00	Extra charge is not justified
		Security Detail	\$12,325.00	Extra charge is not justified
		Back Office	\$ 1,000.00	Extra charge is not justified
		INELIGIBLE	\$(20,297.71)	
		ELIGIBLE	\$ -	

TOTAL ELIGIBLE REIMBURSEMENT \$ 17,283.43

ORDINANCE 3028; COUNCIL BILL 23-022

AN ORDINANCE SUPPORTING INVESTMENT OF \$897,596 IN AN ECONOMIC DEVELOPMENT PROJECT IN ACCORDANCE WITH THE CITY OF LAS CRUCES LOCAL ECONOMIC DEVELOPMENT PLAN, AUTHORIZING A PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., AND ENTERING INTO AN AGREEMENT TO SERVE AS FISCAL AGENT FOR THE STATE OF NEW MEXICO'S PARTICIPATION NOT TO EXCEED \$3,000,000 IN THE PROJECT.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) adopted an updated LEDA Plan in 2018 to encourage economic development; and

WHEREAS, 828 Productions, LLC., (the "Company") has applied for LEDA assistance from the City and the State of New Mexico; and

WHEREAS, the State of New Mexico has committed up to \$3,000,000 in LEDA funding and the City has proposed to provide LEDA funding of \$897,596 in Capital Outlay funds; and

WHEREAS, the State of New Mexico conducted an economic impact analysis establishing the benefit of this LEDA project to the community.

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

(I)

THAT the City hereby enters into a Project Participation Agreement, as shown in Exhibit "A" attached hereto and made part of this Ordinance, with 828 Productions, LLC., subject to the requirements of LEDA and the adopted LEDA Plan of the City, for its \$897,596 in investment in the project.

(II)

THAT the City hereby enters into an Intergovernmental Agreement with the State of New Mexico to serve as fiscal agent for the administration of up to \$3,000,000 the State will invest in the project, as shown in Exhibit "B" attached hereto and made part of this Ordinance.

(III)

THAT the City Manager is hereby authorized to sign the Agreements as referenced in this Ordinance on the City's behalf.

(IV)

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

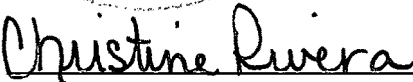
DONE AND APPROVED this 20 day of March 2023

APPROVED



Mayor

ATTEST:



City Clerk

Moved by: Tessa Abeyta

Seconded by: Becki Graham

AYES Kasandra Gandara, Ken Miyagishima, Johana Bencomo, Becki Graham, Becky Corran,
Tessa Abeyta

NAYS



City of Las Cruces

City Council Action and Executive Summary

**3028; Council
Bill 23-022**

Type of Action:☐ Resolution☒ Ordinance☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	March 6, 2023	Adopted:	March 20, 2023
Drafter:	Elizabeth Teeters	Department:	Economic Development
Program:	Business Development	Line of Business:	Business Development
Title:	AN ORDINANCE SUPPORTING INVESTMENT OF \$897,596 IN AN ECONOMIC DEVELOPMENT PROJECT IN ACCORDANCE WITH THE CITY OF LAS CRUCES LOCAL ECONOMIC DEVELOPMENT PLAN, AUTHORIZING A PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., AND ENTERING INTO AN AGREEMENT TO SERVE AS FISCAL AGENT FOR THE STATE OF NEW MEXICO'S PARTICIPATION NOT TO EXCEED \$3,000,000 IN THE PROJECT.		

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

PURPOSE(S) OF ACTION:

Approve a Local Economic Development Act (LEDA) project for 828 Productions, LLC.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

828 Productions, LLC, (Company) is a film production company that has selected Las Cruces as the location for its film studio. The State of New Mexico (State) via the State's Local Economic Development Act (LEDA) Program is committing \$3,000,000 in LEDA funding. The City of Las Cruces (City) has proposed providing LEDA funding of \$897,596 in Legislative Capital Outlay Funds. In exchange, the Company has committed to employing 100 full-time persons by December 31, 2029, with a capital investment of approximately \$75,000,000.

If approved by this proposed Ordinance, the City will enter into a Project Participation Agreement (Exhibit "A") with the Company, subject to the LEDA requirements and the adopted LEDA Plan by the City, for its investment in the project. Furthermore, the City will enter into an Intergovernmental Agreement (Exhibit "B") with the State to serve as the fiscal agent for the administration of up to \$3,000,000 of LEDA contribution to the project.

A separate resolution will be brought to City Council for a budget adjustment for both City and State when the State funding is received.

SUPPORT INFORMATION:

Exhibit "A", Project Participation Agreement

Exhibit "B", Inter Governmental Agreement

Attachment "A", LEDA Application

Attachment "B", Executive Summary

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes", this will approve the Ordinance and authorize the City to provide local LEDA funding and to act as fiscal agent for State LEDA Project funds to 828 Productions, LLC.
2. Vote "No", this will not approve the Ordinance and authorize the City to provide local LEDA funding and to act as fiscal agent for State LEDA Project funds to 828 Products, LLC.
3. Vote to "Amend", this could delay the Ordinance and would require City Council to provide direction to staff.
4. Vote to "Table", this would delay the Ordinance and require City Council to provide direction to staff.

Exhibit "A"

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on March 20, 2023 by and between **CITY OF LAS CRUCES, NEW MEXICO** (the "City"), a political subdivision of the State of New Mexico (the "State"), and **828 Productions, LLC** (the "Company").

Recitals.

- A. Article 9, Section 14 of the New Mexico Constitution provides counties the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.
 - B. Pursuant to City of Las Cruces Ordinance No. 2873 (the "Las Cruces Local Economic Development Plan"), adopted on September 17, 2018, the City established the City of Las Cruces Economic Development Plan (the "Plan") as the City's economic development plan as required by Section 5-10-6, NMSA 1978.
 - C. As provided in the Las Cruces Local Economic Development Plan Ordinance, the City considered an application from the Company, which proposed that the City serve as local government conduit for an appropriation of up to \$3,000,000 from the Legislature of the State of New Mexico (the "**State Contribution**") and also provide up to \$897,596 in Capital Outlay funds (the "**City Contribution**") toward the Company's development of a production facility at 106 S. Miranda Street in the City of Las Cruces, New Mexico (the "Project"). The company will construct and occupy the facility and will employ a minimum of 100 full-time persons by December 31, 2029.
 - D. The City has adopted Ordinance No. 2873 ("Local Economic Development Act") and Resolution No. 19-050 ("Local Economic Development Plan" finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Agreement as meeting the requirements of the Act.
1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

Exhibit "A"

2. Substantive Contribution from the Company.

- a. **Facility.** The Company will establish a production facility at 106 S. Miranda Street and other suitable locations within the City of Las Cruces, New Mexico (the "Facility").
- b. **Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will make capital investments in the Project and costs associated therewith (including for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately \$75,000,000 by December 31, 2031 (the "Project Contribution").
- c. **Production Spend Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will spend \$350 million on productions by December 31, 2032.
- d. **Job Creation.** The Company will directly employ a target of 100 full-time employees at the facility by December 31, 2029 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. Full-time employees do not include agency, sub-contracted, temporary employees or independent contractors.
- e. **Sustainability.** Although the Company intends to have a long-term presence in the City, for purposes of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until December 31, 2032.

3. The State Contribution

- a. The City anticipates that the State Contribution will be delivered by the State to the City for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the City, after which time the City will request transfer of the State Contribution. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law. The City will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the City and the State. The City will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company's satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the City. For purposes of this

Exhibit "A"

Agreement, "**LEDA Eligible Expenditures**" shall mean: expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include: foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and equipment rentals.

- b. The State's contribution is composed of a LEDA award of \$3,000,000 for use by the Company for such purposes as set forth in NMSA 1978, § 5-10-3(E), the application of the Company and the agreements entered into between the parties. The Company shall also instruct the contracted construction companies to use the correct **New Mexico Taxation and Revenue Department Location Code of 07-105 for the City of Las Cruces.**

4. The City Contribution.

- a. The City will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. The City will contribute up to \$897,596 in Capital Outlay funds. The City will comply with the Local Economic Development Act ("LEDA") with respect to the acceptance and disbursement of the State and Local Contributions. As required by the LEDA Ordinance and the Act, City will deposit the State Contribution into a clearly identified separate account.
- b. The State Contribution will be disbursed to the Company through the City for reimbursement of LEDA Eligible Expenditures.

5. Disbursement of City and State Contributions

- a. State and City contributions shall be deposited into separate accounts for this project and disbursed through the City.
- b. **Conditions to Disbursement; Performance Milestones.** The State Contribution will be disbursed in four (4) separate allotments. The City Contribution will be disbursed in six (6) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA Eligible Expenditures prior to the disbursement; (ii) where applicable, the Company meeting minimum employment targets and being in compliance with job reporting requirements; and (iii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

Exhibit "A"

State of New Mexico LEDA Disbursement Schedule		
<u>Tranche</u>	<u>Amount of State Contribution Available for Disbursement/Tranche</u>	<u>Disbursement Performance Milestone</u>
1	\$1,000,000	Obtain a certificate of occupancy, incur LEDA eligible expenses, and current with all reporting
2	\$1,000,000	Hire 30 new employees for a total employment of 30 and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting
3	\$500,000	Maintain a minimum of 35 employees for two quarterly reporting periods and have at least \$100,000,000 in film production spend and current with all reporting
4	\$500,000	Hire 40 additional new employees for a total employment of 70 employees and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting
City of Las Cruces LEDA Disbursement Schedule		
<u>Tranche</u>	<u>Amount of Local Contribution Available for Disbursement/Tranche</u>	<u>Release of Lien Performance Milestone</u>
1	\$304,790	Access road to Stage 1 and Work Shop
2	\$96,144	Surface Parking Workshop
3	\$83,328	Surface Parking – Stage 1 Lot
4	\$119,900	Surface Parking – POB Lots 2&3
5	\$159,100	Surface Parking – Lot 6
6*	\$134,334	Surface Parking – Lot 5
*Will not reimburse for entire cost		

- 6. Disbursement Requests.** From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the City and the New Mexico Economic Development Department ("EDD") a written request for disbursement of the State Contribution (the "Disbursement Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico pursuant to Section 10c below. The Company will not submit a Disbursement Request for less than \$50,000, but may, upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the State Contribution or City Contribution then available to the Company at any time. The City may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.

Exhibit "A"

7. **Review.** EDD will review the Disbursement Request to assure the charges submitted are LEDA Eligible Expenditures. The EDD's review and approval or objection shall not be unreasonably withheld and shall occur within 30 calendar days of receipt of the Disbursement Request. The City will disburse to the Company the full amount requested in the Disbursement Request no later than 30 calendar days after EDD's approval of the Disbursement Request.
8. **No Offset of City costs.** The City may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.
9. **Security.** As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the State Contribution or City Contribution, Company shall furnish the City with a Letter of Credit or some alternative form of security in a form mutually acceptable to the parties (the "Security"). The maximum obligation secured by the Security (the "Maximum Obligation") will be \$3,897,596. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement will be made. No State Contribution will be transferred to the City until Security in the amount of the State Contribution is accepted.
- a. The City may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable, but only thirty (30) calendar days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
 - b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on January 31, 2033, unless earlier released in accordance with this Agreement.
 - c. If the State or the City reduce the amount of LEDA Funds and/or forgivable lien that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA Funds and/or forgivable lien available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds and/or forgivable lien actually received by the Company.
 - d. A mortgage agreement/municipal lien document shall be recorded in Dona Ana County in the amount of the City Contribution. Partial lien releases shall be recorded upon performance of the set performance milestones.
10. **Clawbacks.** Notwithstanding any other provision of this Agreement, the Company shall be required to pay the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions

Exhibit "A"

set forth herein.

Facility Closure Clawback.

Full closure of the facility will result in a clawback based on the number of years the Q/E has operated under this agreement as per the following table:

2023	100%
2024	100%
2025	100%
2026	100%
2027	90%
2028	80%
2029	70%
2030	60%
2031	50%
2032	40%

- a. For purposes of this Agreement, a failure to produce product for a period of 90 calendar days or more, after initial startup (initial startup will be considered the date of the first production run or within 180 days of receipt of certificate of occupancy, whichever comes first) or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 10a. If the Company ceases operations for any of the causes set forth in this Section 10a, the Company shall submit a plan for resolving such cessation of operations within 30 calendar days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the City within 10 calendar days.
- b. **Performance Clawback.** It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Determination Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below on each of the specified Job Determination Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth in the table below in addition the company is agreeing to generate a minimum of \$350 million in production those clawback penalties are also described below:

Exhibit "A"

Job Creation and Production Spend Commitment and Schedule					
<u>Year</u>	<u>Cumulative Full Time Job Creation Target</u>	<u>Minimum Job Number</u>	<u>Job Determination Period</u>		<u>Clawback %</u>
1	10	9	Ordinance Date	12/31/23	100%
10	10+90 = 100	90	1/1/32	12/31/32	30%
b Additional Notes: Only New Mexico based employees count towards job creation target.					
^ Clawback calculator attached for illustrative purposes.					

Year	Cumulative Spend Target	Minimum Spend	Spend Determination Period		Clawback %
5	\$55,000,000	\$50,000,000	Ordinance Date	12/31/2027	100%
10	\$350,000,000	\$315,000,000	1/1/32	12/31/2032	50%
Clawback percentage is calculated on the shortfall quotient times the amount of LEDA received by the company time the percentage of clawback, example illustrated below					
Year 10 production spend by the company \$290,000,000 LEDA received \$3,897,000 $\$315,000,000 - \$290,000,000 = \$25,000,000$ $\$25,000,000 / \$315,000,000 = 7.94\%$ $7.94\% \times \$3,897,000 = \$309,285.71$ $\$309,285.71 \times 50\% = \$154,642.86$					

For the purposes of this Section:

The "**Clawback Penalty**" is a penalty that the Company will be required to pay the City upon the Company's failure to meet the Minimum Job Target on the applicable Job Determination Date, if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State Contribution paid to the Company as of that time. For purposes of this subsection, the "**Percentage Hiring Shortfall**" shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date. See Attachment 1 hereto for examples of job Clawback Calculations

"**Cure Period**" is the period of 180 calendar days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated

Exhibit "A"

by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above.

In the event that there are shortfalls on both jobs and spend requirements the respective clawback penalties will be combined to determine the total clawback required.

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

- c. **Job Reporting.** The Company shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions' (DWS) Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD and the City beginning with the January 31, 2023 and continuing every April 30, July 31 and October 31 thereafter until the completion of this agreement. The State will provide copies of all such reports to the City or the State may request a copy of the Company's quarterly employment reports at any time while this Agreement is in effect and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the City and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without up-to-date quarterly job reporting as set forth herein.

1. The Company shall complete an annual economic impact data sheet (EIA) provided by the State of New Mexico Economic Development department not late than February 28 of each year beginning in 2024. This will reflect actual economic activity and hiring of the Q/E for the preceding calendar year. Failure to complete EIA data sheet by April 15th of any calendar year Q/E shall be subject to a 10% clawback of all

Exhibit "A"

funds received.

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

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

12. Annual Performance Review. To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by City or EDD staff beginning on June 30, 2023 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

13. Termination. This Agreement shall terminate at the close of business on January 31, 2033 or when otherwise terminated by ordinance.

14. Request for early release of security. If the Company achieves and then sustains the Minimum Job Number of 100 permanent, full-time employees for six (6) consecutive months prior to December 31, 2030 and has made in excess of three hundred and fifty million dollars (\$350,000,000) in production spend the Company may request release of the Security and termination of the agreement. Said request shall be made to the City in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. In no event shall the security be released until the Company has furnished contemporaneous job reporting documentation and completed the corresponding Annual Performance Review. A request for release of the Security may not be submitted prior to December 31, 2030. Upon receipt of such a request the New Mexico Economic

Exhibit "A"

Development Department will work with the Company to gather sufficient documentation of the economic activity directly created by the Company during the period of this agreement and complete an economic impact analysis report. If said report verifies that the State of New Mexico has received direct tax revenues from the activity of the company said request shall be granted.

- 15. Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.
- 16. Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the Governing Body of City of Las Cruces.
- 17. Governing Law/Venue.** This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.
- 18. Miscellaneous.** This Agreement binds and inures to the benefit of the City and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the City and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.
- 19. Notice.** All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

Exhibit "A"

The initial notice addresses for the parties are as follows:

If to the City:

City of Las Cruces
Attention: Economic Development
P O Box 20000
Las Cruces, New Mexico 88004

If to the Company:

828 Productions, LLC
100 S. Church Street
Las Cruces, NM 88001

Effective Date: _____

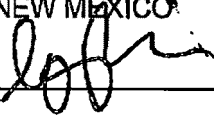
Attachment:

1. Example of Clawback Calculations

Exhibit "A"

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

CITY OF LAS CRUCES, NEW MEXICO

By 

Name Ifo Pili

Title City Manager

828 Productions, LLC

By 

Name: Todd Lundbohm

Title: CEO

Exhibit "A"

Attachment 1

Example of Clawback Calculations

Clawback Calculations

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

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

Example - 1 100% End of year 1, inclusive of cure period

Actual Employees	(a)	41
Cumulative Hiring Target	(b)	42
Job Creation % Shortfall =	(c) = $1 - (a/b)$	2.38%

LEDA Dollars Distributed	(d)	\$ 150,000.00
Clawback %	(e)	100%
Penalty	(f) = $c * d * e$	\$ 3,571.43

Example - 2 100% End of year 2, inclusive of cure period

Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = $1 - (a/b)$	1.72%
LEDA Dollars Distributed	(d)	\$ 200,000.00
Clawback %	(e)	100%
Penalty	(f) = $c * d * e$	\$ 3,448.28

Example - 3 75% End of year 3, inclusive of cure period

Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = $1 - (a/b)$	1.72%
LEDA Dollars Distributed	(d)	\$ 200,000.00
Clawback %	(e)	75%
Penalty	(f) = $c * d * e$	\$ 2,586.21

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

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

RECITALS:

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

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

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

WHEREAS, 828 Productions, LLC (hereinafter "Qualifying Entity") has entered into a Local Economic Development Project Participation Agreement (hereinafter "PPA") with the City. A copy of the City's Ordinance and PPA are attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of that PPA, the Qualifying Entity will remodel/refurbish and occupy the production facility at 106 S. Miranda Street and other suitable locations within Las Cruces, New Mexico (the "Project") and will employ at least 100 full-time persons by December 31, 2029; and

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

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

SECTION 1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to define the responsibilities of the City and EDD for the oversight and administration of up to \$3,000,000 of the Appropriation for the Project. It is the intent of the parties that the City will receive an amount up to three million dollars (\$3,000,000) to implement the Project. The Parties agree that any and all State funds received will be accounted for by the City as the fiscal agent for EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 2. SCOPE OF WORK:

The City will act as fiscal agent for up to \$3,000,000 of the Appropriations for the Project. Pursuant to Section 5-10-3(D) of LEDA, EDD will transfer up to \$3,000,000 to the City for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it will employ at least 100 full-time employees at the facility by December 31, 2029, and generate a minimum of \$350 million in production spend by December 31, 2032.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the City agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations set forth under the PPA shall require the City to apply the applicable Clawback as provided for by the PPA. In the event that the Qualifying Entity does not remit to the City the monies owned as provided for by the PPA then such violation will require that the City foreclose on the

Exhibit "B"

security interest after any cure period granted to the Qualifying Entity. Any monies recovered by the City as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 calendar days. Any foreclosure of the security interest shall be returned to EDD. The Qualifying Entity will deliver to the City contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the "Security").

SECTION 3. CITY RESPONSIBILITIES:

The City shall:

- A. Pay the costs and expenses incurred for the Project from the Appropriation.
- B. Provide to EDD supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the City as the result of enforcing the provisions of the PPA shall be returned to EDD.
- C. The City shall notify EDD in writing of any failure to meet requirements (default) of the PPA by the Qualifying Entity within 15 business days of learning of the event of default.
- D. Serve as Fiscal Agent for the funds transferred to it under this Agreement.
- E. Distribute the funds transferred to the City by EDD to the Project; account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement.
- F. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the City Council accepting the Project as qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the City and the Qualifying Entity, a fully executed copy of the Security, and copies of invoices and other documentation as required by EDD within the time required.
- G. Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein; and

- H. Initiate and prosecute litigation as necessary to enforce the terms of the PPA, at EDD's cost, if necessary.

SECTION 4. CITY CERTIFICATIONS:

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

- A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation.
- B. It has the legal authority to receive and expend the Appropriation.
- C. It will enforce the provisions of Ordinance No. 2873 and the City's Economic Development Plan.
- D. It has exercised due diligence in confirming that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;
- E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation City receives from the Qualifying Entity;
- F. It has entered into a PPA with the Qualifying Entity and has obtained from the NM EDD all financial documentation necessary to protect the City's and State's investments in the Project;
- G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;
- H. It will notify EDD of any default on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an opportunity to cure any default by in accordance with the PPA prior to termination thereof;
- I. No member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or

responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

- J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the "anti-donation clause."

SECTION 5. EDD RESPONSIBILITIES:

EDD shall:

- A. Transfer to the City for costs and expenses incurred for the Project an amount not to exceed three million dollars (\$3,000,000). The funds shall be used only for the purpose stated in this Agreement.
- B. Monitor job creation by the Qualifying Entity and report the number of jobs created to the City each quarter up to January 31, 2033.
- C. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and
- D. Reimburse the City for any costs associated with litigation to enforce the terms of the Security and the Clawback provisions.

SECTION 6. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate on January 31, 2033 or when all of the obligations of the PPA have been fulfilled.

SECTION 7. LIABILITY:

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

appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the Party responsible for payment.

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

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

SECTION 9. STRICT ACCOUNTABILITY:

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

SECTION 10. REPORTS:

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

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES:

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

To EDD:

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

To the CITY:

City Manager
The City of Las Cruces
700 S Main Street
P O Box 20000
Las Cruces, NM 88004

SECTION 12. AMENDMENTS:

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

SECTION 13. GOVERNING LAW/VENUE:

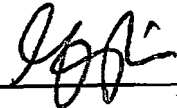
This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

SIGNATURE PAGE FOLLOWS

Exhibit "B"

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

THE CITY OF LAS CRUCES, NEW MEXICO

By: 

Name: Ifo Pili

Title: City Manager

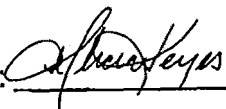
Date: 3/30/23

APPROVED AS TO FORM

By: _____

The City of Las Cruces Attorney

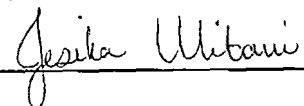
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: 

Alicia J. Keyes
Cabinet Secretary

Date: 4/19/2023

APPROVED AS TO FORM

By: 

Jesika Ulbarri
General Counsel

FY22 LEDA Application

Applicant	Todd Lundbohm
Applicant ID	APP-015963
Company Name	828 Studio NM, LLC 828 Productions LLC
Email	todd@828productions.com
Status	Submitted
Application Amount	\$0.00
Funded/Approved	☐
LEDA Starting Job Count	0
LEDA PPA Job Count Target	335

Contact Information

Question: Legal Company Name

828 Productions LLC

Question: Trade Name (dba)

828 Productions LLC

Question: Project Name

828 Studios

Question: Company Street Address

~~100 South Church Street~~ 106 S Miranda St

Question: Company City

Las Cruces

Question: Company State

NM

Question: Company Zip

~~88004~~ 88005

Question: Phone

2089124075

Question: Website

<https://828productions.com/>

Question: Primary Contact Person First Name

Todd

Question: Primary Contact Person Last Name

Lundbohm

Question: Federal Tax ID #

83-2900195

Question: NM State Tax and Revenue (CRS) #

03568111000

Question: City/County Business License Registration will be pursued

☒ Yes

☐ No

Question: NAICS Code(s)

512199

Question: DUNS # (preferred but not required)

Applied For

Question: This Business is organized as a:

☐ C-Corporation

☐ S-Corporation

☒ LLC

☐ Partnership

☐ Sole Proprietorship

☐ B-Corporation

Question: Incorporation Papers

828 PRODUCTIONS, LLC - DE - FORMATION.pdf (9/17/2022, 11:10 AM)

Question: Resumes of all principals (owners, partners, directors or officers; required for businesses 1 year or younger)

Todd bio.pdf (9/17/2022, 11:13 AM)

SDenton Bio 12 6 21 v3.pdf (9/17/2022, 11:13 AM)

Mark Andrews Bio.pdf (9/17/2022, 11:13 AM)

Question: Company Contact for Project Administration (if different from above)

Christine Sheppard

Question: Title

Project Coordinator

Question: Telephone

~~5755206905~~ 575-323-1895

Question: Cell Phone

~~5755206905~~ 575-323-1895

Question: Email

csheppard@828productions.com

Project Information

Please include detailed information such as:

- Executive Summary; Business description and history
 - Infrastructure Development/Needs
 - Market analysis and strategy
 - Summary of competition
 - Tax Reporting Status
 - Effect on Existing Industry and Commerce during and after Construction
-

- Land Acquisition
- Local Purchasing
- Water Conservation
- Relocation of Individuals or Businesses
- Construction Schedule
 - Target Close Date
 - General Contract Signed
 - Construction Start
 - Construction End
 - New Facility Operational Date
- Operations plan; Organizational chart
- Any document or record that the local governing body, in its sole discretion, deems necessary.

Question: Description of the Proposed Development, its product and its timeline.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the "Studio") as well as provide financing for independent films. Construction on the first phase of the project is anticipated to begin in Q4 of 2022 with an estimated construction period of 18 months. Employees started to be hired in May of 2022 and will continue for initial management employees. Start up hiring for the studio operation will begin six months prior to construction completion. The film financing operations are anticipated to begin in Q4 of 2022/ Q1 of 2023.

Question: Provide a detailed scope of work that is specific to the funding request/award and what the funds will be used for.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the "Studio") and will be managing the production of films in Las Cruces as well as in other locations. Over 100 employees in the next 6 years will be hired. The first phase of the studio will include 4 sound stages, office space, mill, etc. Funding will be used for construction as well as start-up payroll for an approximate 6 month period that studio operations ramps up.

Question: Business Plan (required for businesses 1 year or younger)

See supporting documentation - studio model with construction costs as well as start-up budget and estimated revenues and expenses.

Question: Supporting Documentation

828 Studios Redevelopment Schedule Rev 09 16 22.pdf (9/29/2022, 3:58 PM)

Financial Information

*Upload sources and uses chart; enter N/A and zero for questions that do not apply to your business

Question: Provide detailed assumptions for your project including three years of projected cash flow income statements. If the applicant has been in business less than one year, you may be requested to provide additional financial information after review.

828 Operating Financials Phase I CONFIDENTIAL Rev 9.10.22.pdf (9/29/2022, 4:01 PM)

Question: Provide financial statements (balance sheet, profit and loss and cash flow) or tax returns for the past three years. Also provide interim statements within 90 days of application date.

828 Productions financial history description.docx (9/17/2022, 11:31 AM)

Question: What is the collateral/security to be pledged to the funds awarded?

- ☐ Letter of Credit
- ☒ Surety Bond
- ☐ Mortgage Security
- ☐ Security Agreement/Escrow
- ☐ Security Agreement/Lien
- ☐ Security Interest/Lien

Question: What is the method of appraisal for stated security (if Security Mortgage or Lien were selected above)?

N/A

Question: What is the equity investment from the applicant?

\$1,000,000.00

Question: External Equity Investment Sources

Equity raised from outside investors

Question: External Equity Investment Amount

\$25,000,000.00

Question: City/County Funding Source

City of Las Cruces Cinematic Infrastructure funds

Question: City/ County Funding Amount

\$897,596.12

Question: Bank Loan Source (financial institution names), type (commercial, USDA, SBA 504, etc.), and stage (applied or approved)

Currently working on initial discussions with banks

Question: Bank Loans Amount Total

\$25,000,000.00

Question: Other Loans Source

828 Media Capital 828 Affiliates

Question: Other Loans Amount

\$20,000,000.00

Question: Other Sources

N/A

Question: Other Sources Amount

\$0.00

Question: Total Project Amount (Sum of above)

\$71,000,000.00

Question: Supporting financial documentation

LEDA Job Creation Additional Financial Information.pdf (9/30/2022, 1:20 PM)

Company History and Background

Question: How long has the company been in operation, as of the date of application?

828 Productions was formed in 2021 and will begin operations with the beginning of this project 2022

Question: At the time of this application, how many full-time employees do you currently employ? Please provide the most recent Department of Workforce Solutions report below. If no employees, disregard report. Enter 0.

3.00

Question: List owners with more than 20% ownership stake in the company. Additionally, please list principal directors and/or officers.

Owners

Todd Lundbohm

Directors/officers

Stephanie Denton

Mark Andrews

Question: Are owners and/or officers current with financial obligations/payments to the State of New Mexico or any other Federal or State entity? If no, please explain.

Yes

Question: Does the applicant have any loans or other financial obligations on which payments are not current? If yes, please explain.

No

Question: Please identify any financially affiliated/associated companies in which any of the applicant's owners have a 20% stake.

828 Productions, Inc is the only entity associated with 828 Productions LLC. There are other entities that were formed to lend or invest in, movies specifically, that have not been listed. ~~Please let us know if you need a more detailed list of entities.~~

Community Aspects

Question: At the community level, what are the infrastructure needs not yet in place or in process that will affect this project's application?

TBD

Question: What specific incentives are being REQUESTED from the COMMUNITY? Please explain where the applicant is in this process and provide an idea of a timeline for incentives' deployment.

1. Asking for allocation of funds from the EDD. Application is ongoing. We anticipate deployment of funds in Q4 of 2022/Q1 2023
2. Asking for allocation of funds from JTIP. We anticipate deployment of funds in Q4 of 2022/ Q1 2023
3. Asking for allocation of funds from the City of Las Cruces. We anticipate deployment of funds in Q4 of 2022/ Q1 2023

Question: What specific incentives will be PROVIDED from the COMMUNITY?(e.g. parcel of

land, building lease, waiver of fees, utility access/extension)?

City of Las Cruces Cinematic Infrastructure funds, LEDA funds

Job Creation / Performance

Please download the job creation worksheet to work up the required information for this section.

- [Job Creation Worksheet](#)

Question: Outline the number and types of jobs to be created.

Additoinal part time jobs (annually) depending on production type

Full Time Jobs - total 100 :

Year Round Management

Year Round Studio Staff

Year Round Studio Crew

Year Round VFX, LED, MoCap & Post Team

Year Round Accounting Team

Question: Outline the proposed pay scale and payroll proposed by the entity.

100 jobs with an average salary of \$75,000 per year.

Question: Outline the benefits offered to the employees, including but not limited to health care and retirement.

Permanent employees will be offered PTO, health, dental, and 401(k) with discretionary match.

Question: Outline any efforts being made or proposed by the applicant to hire people within the local employment pool.

We are going to fill as many jobs locally as possible. All efforts will be made to relocate individuals that are needed for employment outside of the local job pool.

Question: Attach job creation worksheet

[828 Job Creation Worksheet Final.pdf](#) (9/30/2022, 1:09 PM)

Question: Starting Headcount (from worksheet above)

0.00

Question: Total new jobs to be created Year 1 (from worksheet above)

62.00

Question: Total new payroll Year 1 (from worksheet above)

\$4,635,000.00

Question: Total number of new jobs to be created Year 2 (from worksheet above)

28.00

Question: Total new payroll Year 2 (from worksheet above)

\$2,295,000.00

Question: Total number of new jobs to be created Year 3 (from worksheet above)

10.00

Question: Total new payroll Year 3 (from worksheet above)

\$575,000.00

Economic Impact Analysis

NMEDD will perform an Economic Impact Analysis to address the impact to the local tax base, the school system, etc. using the Economic Impact Datasheet provided by the applicant.

Question: Outline any impacts to the environment, positively or negatively.

The studio will be built as sustainably possible with the smallest carbon footprint feasible. Modern building standards will be used with renewable energy sources utilized where feasible(i.e. solar).

Question: Status of permitting/regulatory matters needed for project.

In process with City of Las Cruces

Attachments

Please download the authorization for examination and release of information template and the example employer quarterly wage and contribution report.

- [Authorization for examination and release of information form](#)
- [Employer quarterly wage and contribution report example](#)

If you are a new business, please apply for a NM Tax Identification Number here:

<http://www.tax.newmexico.gov/Businesses/wage-withholding-tax.aspx>

Please download the LEDA Application Affirmation Template here:

[LEDA Application Affirmation Template](#)

[Click here](#) to view a filled out sample.

Question: New Mexico Economic Development Department authorization for examination and release of information.

[FE Authorization for examination and release of information Notarized.pdf](#) (9/30/2022, 1:13 PM)

Question: Latest New Mexico employer's quarterly wage and contribution report submitted to the Department of Workforce Solutions.

[LEDA NM Quarterly Wage Report.pdf](#) (9/30/2022, 1:18 PM)

Question: Affirmation and any other supporting documents

[FE_2020_LEDA_App_Affirmationpdp.pdf](#) (9/26/2022, 9:21 AM)

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "828 PRODUCTIONS, LLC",
FILED IN THIS OFFICE ON THE NINETEENTH DAY OF DECEMBER, A.D.
2018, AT 7:52 O`CLOCK P.M.*



7202282 8100
SR# 20188269978

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 204150649
Date: 12-20-18

State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 07:52 PM 12/19/2018
 FILED 07:52 PM 12/19/2018
 SR 20188269978 - File Number 7202282

STATE OF DELAWARE
 CERTIFICATE OF FORMATION
 OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is 828 Productions, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 850 New Burton Road, Suite 201 (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is COGENCY GLOBAL INC.

By: Morgan Sloane
 Authorized Person

Name: Morgan Sloane
 Print or Type

Todd Lundbohm is an award-winning filmmaker with broad ranging experience in Development, Production, Postproduction and VFX. He began his career as an Art Director for NXNW Productions, working on several national campaigns before diving headfirst into narrative filmmaking: writing, directing and producing multiple projects, working throughout the US, Mexico, South America and Western Europe. Todd's feature screenplay, *MERIDIAN* has won numerous awards, as well as recognition from the SXSW Film Festival and Francis Ford Coppola's American Zoetrope writing competition.

As Founder and CEO of 828 Media Capital, Todd has financed projects with a total production spend north of \$50 million. 828 is a full-service film finance and production company, whose recent films include millennial murder mystery, ***Helen's Dead***, starring Tyrese Gibson, Anabelle Dexter-Jones, and Emile Hirsch; *Deauville Film Festival Grand Special Prize Nominee* ***The Last Son*** starring Sam Worthington, Colson Baker, Thomas Jane, and Heather Graham; Camille Delmarre's high octane action film, ***Assassin Club***, starring, Henry Golding, Noomi Rapace and Sam Neil; ***The Price We Pay***, from legendary horror director Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff; Gothic horror ***Raven's Hollow*** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman; WWII Submarine movie ***Operation Seawolf*** Starring Dolph Lundgren and Frank Grillo; ***The Requin*** starring Alicia Silverstone and James Tupper; and *SXSW Grand Jury Prize winner* ***The Fallout*** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley, and Julie Bowen.

Stephanie Denton is a feature film and television executive who has headed up acquisitions, sales, and distribution divisions for the industry's leading independent film and television companies, including Lionsgate International, Lakeshore Entertainment, Initial Entertainment Group and Bold Films.

Over the last 25 years, Denton has sold over 250 feature films, worked with legendary filmmakers such as Martin Scorsese, Lasse Halstrom, Sam Rami, Mark Pellington, Jon Amiel, Garry Marshall, Peter Howitt, James Mangold, Stephen Merchant, and James Wan to produce and sell high-profile films out of the independent film sector. Noteworthy releases include **THE AVIATOR, UNFINISHED LIFE, THE GIFT, ARLINGTON ROAD, LAWS OF ATTRACTION, UNDERWORLD, 310 TO YUMA, WAR, HOTEL RWANDA, DAYBREAKERS, RUNAWAY BRIDE, FIGHTING WITH MY FAMILY**, and the box office record-breaking **SAW** franchise.

Denton's steady hand as a film and tv executive was evident in her leadership of the launch of Arc Animation Studios Original I.P. and Sales division during its transition from STARZ Entertainment, and her experience in acquisitions and co-production for WWE Studios in Los Angeles where she drove the company's marketing and production initiative to release brand adjacent content across platforms, and spearheaded a theatrical co-distribution deal in North America with Blumhouse Productions for Festival film favorites, **OCCULUS, SLIGHT, and BIRTH OF A DRAGON**.

A few of Denton's premier accomplishments include the development and production of Len Wiseman's hugely successful **UNDERWORLD** franchise for Lakeshore Entertainment, sourcing and selling high profile projects such as **WAR** starring Jason Statham and Jet Li, and **DAYBREAKERS** starring Ethan Hawke for Lionsgate Entertainment. She also closed multi-picture domestic distribution deals with Sony/Screen Gems, Universal Pictures, and Paramount Studios.

Denton began consulting for 828 Media in 2020, assisting with the company's expanding lending portfolio, and has since become a member of the 828 Productions team. Utilizing her extensive relationships in Production and Distribution, Denton's main focus will be sourcing co-production and development opportunities, and securing key distribution alliances in both the Domestic and International markets that will establish 828 Productions as an industry leader in the Indie Film space.

BIOGRAPHY

Mark Andrews

Mark started his career in finance & management consulting but his real passion was for film. This passion was realized in 1995 when he invested in his first feature film '**Mainline Run**'. Three years later he took the plunge and became a full time producer, co-writing and producing the feature film '**Distant Shadow**' which made more than 4 times its budget. This led to being hired to produce budgets & schedules for the UK's Spice Factory and oversee production on '**Redemption Road**'.

Seeing the opportunities film financing in the United Kingdom offered, Mark co-founded '**Studio Finance**,' a UK Film tax shelter utilizing the UK Government's Section 48 Tax breaks for film production before going on to consult for another film financing group, '**UKFS**' backed by Guernsey based Channel House Trustees. In their three years of operating, UKFS were responsible for more than \$300 million of tax shelter film financing for the UK film industry. It was here acting as a Senior Finance Executive that he oversaw such films as '**Wake of Death**,' '**Modigliani**,' '**School for Seduction**,' '**Out of Season**' and '**Battle of the Brave**' amongst others.

In 2004 Mark moved to Los Angeles where he began consulting for various production companies, investors and independent producers, was Head of Entertainment for Exemplar Capital an East Coast Investment Bank and Law Firm and was instrumental in forming various film financing structures including a \$150m film fund.

Some of the projects he has been instrumental in developing or setting up at various companies are Animated Horror '**Down Satan**' in partnership with re-known Horror Author '**Clive Barker**'; Supernatural Thriller '**Indelible**' being Directed by National Film Award Winner '**Howard J Ford**' (The Dead 1&2, Never Let Go); '**Kill the Messenger**' from the creator of (RoboCop), '**Michael Miner**,' and the Epic Western '**The Girl With No Name**' in conjunction with **Co-Op Entertainment** and **LegionM** being directed by '**Tanya Wexler**' (Buffaloed, Jolt).

In 2018 Mark produced the movie '**Dead Water**' starring '**Casper Van Dien**' and '**Judd Nelson**,' released by **Saban** in July 2019.

He currently oversees the development, financing and production operations for 828 Productions a west coast full service film finance and production company where he has executive produced and produced such films as **THE FALLOUT** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley and Julie Bowen, **THE LAST SON** starring Sam Worthington, Colson Baker, Thomas Jane and Heather Graham, **THE PRICE WE PAY**, directed by horror legend Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff, and the recently wrapped **RAVENS HOLLOW** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman.

In summary, Mark is a highly accomplished and seasoned writer, producer & production executive with a proven track record of over twenty years of experience in development, financing, production and distribution. He is a high impact contributor and versatile professional with exceptional business and production acumen who is comfortable working alone or managing hundreds of individuals while ensuring timely completion of project deadlines and remaining on, or under budget.

He holds a National Diploma in Business and Finance from the UK and a Certificate of Achievement for Contract Law from HarvardX University.

Mark lives in Colorado Springs with his wife and dog 'Piper'.

PROJECT OVERVIEW

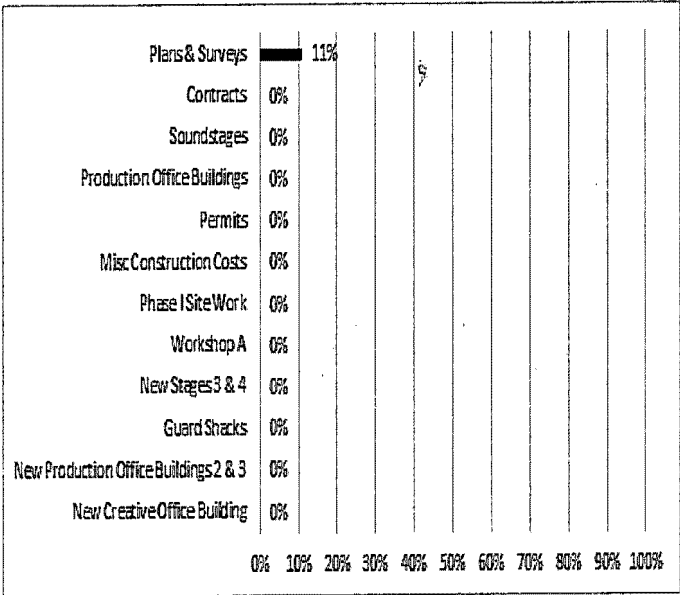
MON 8/15/22 - MON 11/18/24



MILESTONES DUE
Milestones that are coming soon.

Name	Finish
Stage 1 COA	Thu 10/26/23
Stage 2 COA	Mon 8/12/24
Workshop A COA	Tue 7/9/24
Stage 3 COA	Fri 12/29/23
Stage 4 COA	Mon 1/8/24

% COMPLETE

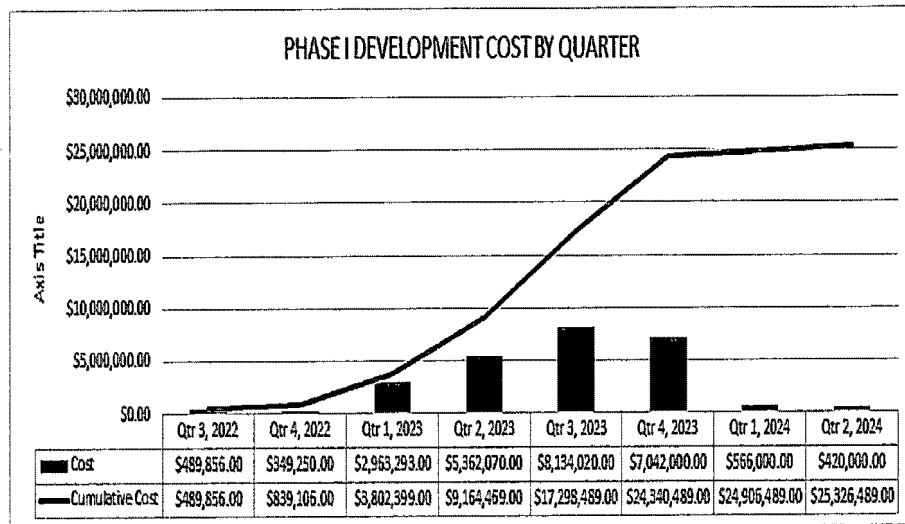


LATE TASKS
Tasks that are past due.

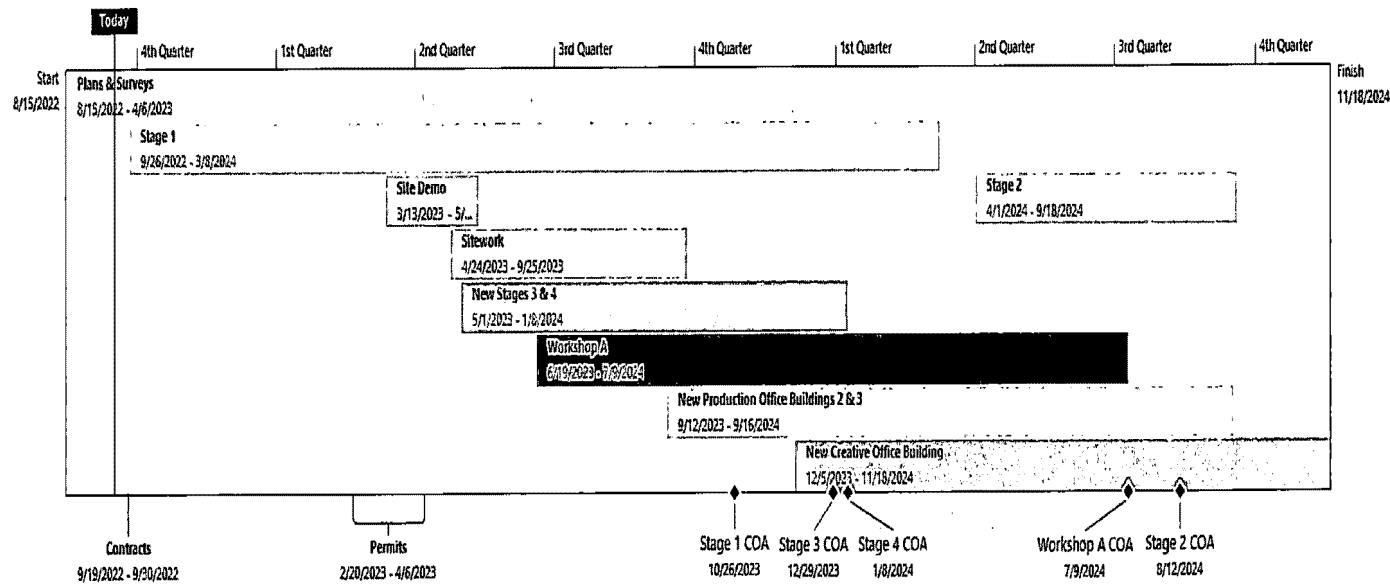
Name	Start	Finish	% Complete
DD Drawings	Mon 9/12/22	Mon 12/26/22	0%

CASH FLOW

Cost	Remaining Cost
\$25,326,489.00	\$25,326,489.00



Name	Cost	Start	UniqueID
828 STUDIOS NM	\$25,326,489.00	Mon 8/15/22	1
RENOVATION	\$9,341,489.00	Mon 8/15/22	171
Contracts	\$0.00	Mon 9/19/22	2
Plans & Surveys	\$532,100.00	Mon 8/15/22	7
Permits	\$103,500.00	Mon 2/20/23	312
Phase I Site Work	\$1,858,393.00	Mon 3/13/23	17
Misc Construction Costs	\$166,141.00	Mon 3/13/23	314
Soundstages	\$4,743,605.00	Mon 9/26/22	68
Workshop A	\$1,846,000.00	Mon 6/19/23	110
Production Office Buildings	\$91,750.00	Tue 11/1/22	157
NEW CONSTRUCTION	\$15,985,000.00	Mon 5/1/23	172
New Stages 3 & 4	\$14,000,000.00	Mon 5/1/23	173
New Production Office Buildings 2 & 3	\$1,280,000.00	Tue 9/12/23	298
New Creative Office Building	\$640,000.00	Tue 12/5/23	141
Guard Shacks	\$65,000.00	Tue 9/5/23	158



Project Timeline and Budgetary Estimates are derived from Highland Enterprises Inc. and Giant Entertainment & Management Inc. with supporting detail located in the appendix of this project summary.

Although preliminary in nature, the following schedule and associated costs are based on prior experience in respective fields. Even so, fixed costs can only be determined after full review of Construction Drawings, still to be developed.

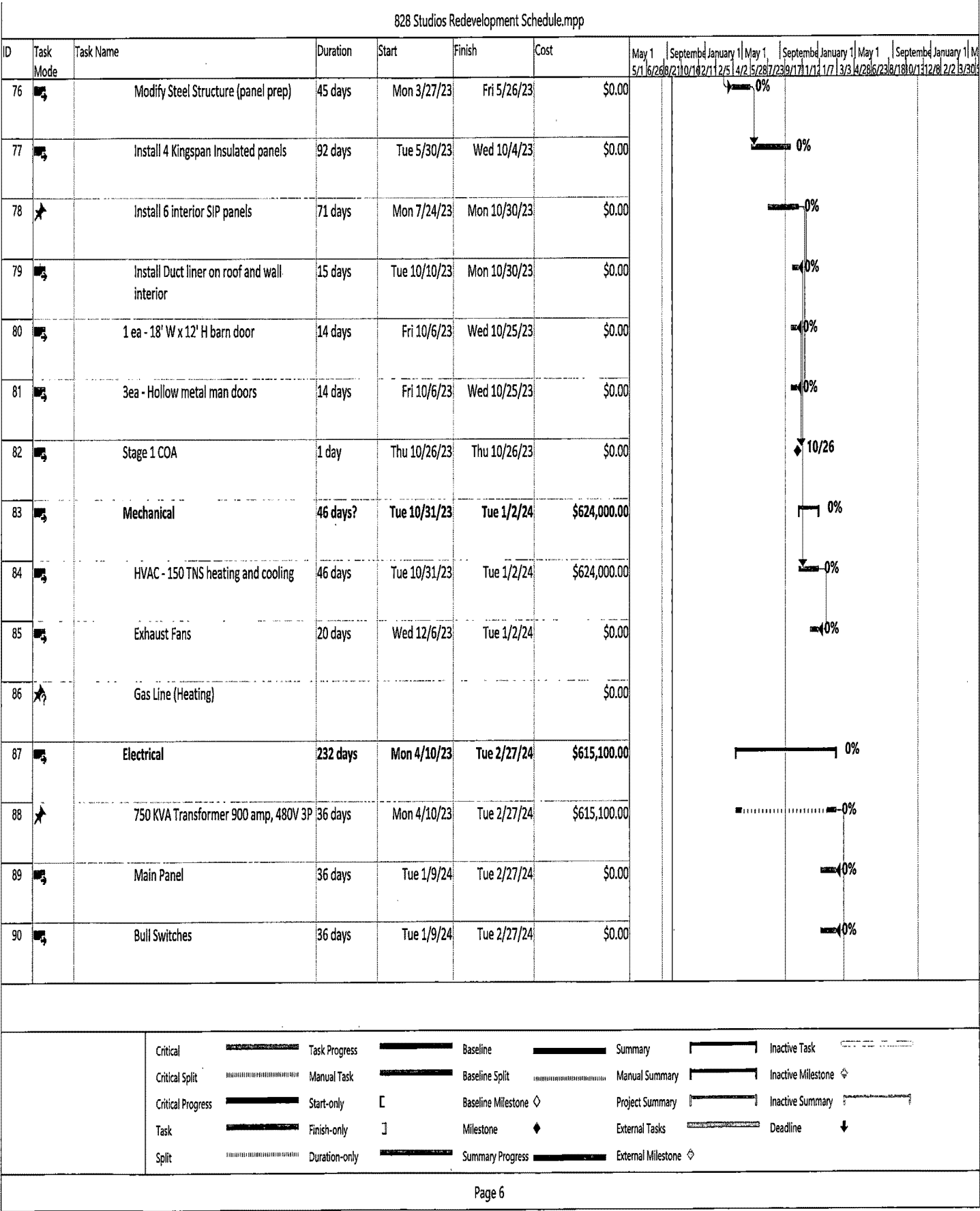
828 Studios Redevelopment Schedule.mpp																		
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6/26	January 10/16	May 1 11/2/5	September 4/25	January 17/23	May 1 1/11	September 3/3	January 10/13	May 1 2/12	September 6/30	
1	■	828 STUDIOS NM	578 days?	Mon 8/15/22	Mon 11/18/24	\$25,326,489.00												1%
2	■	RENOVATION	535 days?	Mon 8/15/22	Wed 9/18/24	\$9,341,489.00												1%
3	■	Contracts	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
4	★	General Contractor	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
5	★	Architectural	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
6	■	Engineering	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
7	★	Mechanical	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
8	★	Electrical	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
9	★	Plumbing	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
10	★	Structural	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
11	★	Civil	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
12	★	Surveys	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
13	★	Geotech	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
14	★	Project Management	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
15	■	Plans & Surveys	156 days?	Mon 8/15/22	Thu 4/6/23	\$532,100.00												11%
		Critical	Task Progress	Baseline	Summary	Inactive Task												
		Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone												
		Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary												
		Task	Finish-only	Milestone	External Tasks	Deadline												
		Split	Duration-only	Summary Progress	External Milestone													
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828 Studios Redevelopment Schedule.mpp															
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 16/23	January 10/16/23	May 1 12/5/23	September 17/23	January 11/12/23	May 1 3/3/23	September 18/23	January 11/23
31	🚧	Stormwater Retention Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00									
32	🚧	Landscaping Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00									
33	🚧	Fire Life Safety Permits	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00									
34	🚧	Stage 1 Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00									
35	🚧	Stage 2 Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00									
36	🚧	Workshop Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00									
37	🚧	Creative Office Building Permit				\$0.00									
38	🚧	Guard Shack Permits	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00									
39	🚧	Phase I Site Work	141 days	Mon 3/13/23	Mon 9/25/23	\$1,858,393.00									
40	🚧	Site Demo	45 days	Mon 3/13/23	Fri 5/12/23	\$390,403.00									
41	🚧	Tree removal	45 days	Mon 3/13/23	Fri 5/12/23	\$52,096.00									
42	🚧	Removal of volcanic rock to Phase 2	45 days	Mon 3/13/23	Fri 5/12/23	\$166,000.00									
43	🚧	Removal of tires	45 days	Mon 3/13/23	Fri 5/12/23	\$1,500.00									
44	🚧	Removal of trash and debris	45 days	Mon 3/13/23	Fri 5/12/23	\$18,226.00									
45	🚧	Removal of RV trailer	45 days	Mon 3/13/23	Fri 5/12/23	\$2,700.00									
Critical Critical Split Critical Progress Task Split Task Progress Manual Task Start-only Finish-only Duration-only Baseline Baseline Split Baseline Milestone Milestone Summary Progress Summary Manual Summary Project Summary External Tasks External Milestone Inactive Task Inactive Milestone Inactive Summary Deadline															
Page 3															

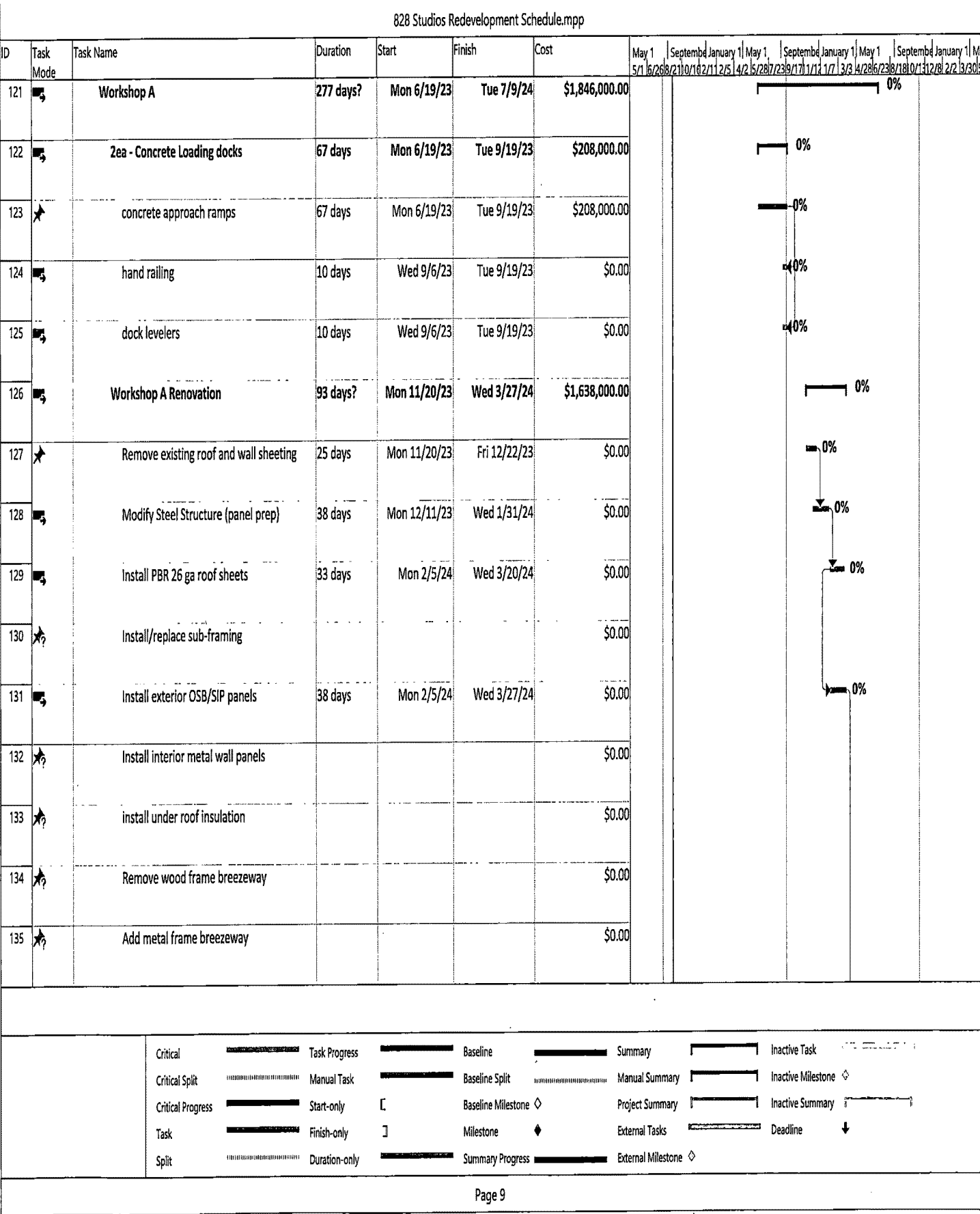
828 Studios Redevelopment Schedule.mpp														
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1
46	★	Waste Removal; Stage 1	45 days	Mon 3/13/23	Fri 5/12/23	\$8,650.00								0%
47	★	Waste Removal; Stage 2	45 days	Mon 3/13/23	Fri 5/12/23	\$37,100.00								0%
48	★	Waste Removal WS-A	45 days	Mon 3/13/23	Fri 5/12/23	\$30,000.00								0%
49	★	Clean and expose RR Tracks	45 days	Mon 3/13/23	Fri 5/12/23	\$22,601.00								0%
50	★	Demolition - above grade concrete	45 days	Mon 3/13/23	Fri 5/12/23	\$44,830.00								0%
51	★	Demo Bagging Equip WS-A	45 days	Mon 3/13/23	Fri 5/12/23	\$6,700.00								0%
52	■	Sitework	111 days	Mon 4/24/23	Mon 9/25/23	\$1,467,990.00								0%
53	★	Rough Grading	36 days	Mon 4/24/23	Mon 6/12/23	\$0.00								0%
54	■	Access road to Stage 1 and Work Shop	30 days	Tue 6/13/23	Mon 7/24/23	\$304,790.00								0%
55	■	Asphalt Parking - Lot 4	30 days	Tue 6/13/23	Mon 7/24/23	\$159,100.00								0%
56	■	Asphalt Parking - Lot 5	30 days	Tue 6/13/23	Mon 7/24/23	\$167,015.00								0%
57	★	Asphalt Parking Work Shop	33 days	Wed 7/12/23	Fri 8/25/23	\$96,144.00								0%
58	■	Asphalt Parking - Lot 6	30 days	Tue 6/13/23	Mon 7/24/23	\$172,715.00								0%
59	★	Asphalt Parking - Stage 1 Lot	31 days	Mon 8/14/23	Mon 9/25/23	\$83,328.00								0%
60	■	Asphalt Parking - POB Lots 2&3	30 days	Tue 6/13/23	Mon 7/24/23	\$119,900.00								0%
Critical Critical Split Critical Progress Task Split Task Progress Manual Task Start-only Finish-only Duration-only Baseline Baseline Split Baseline Milestone Milestone Summary Progress Summary Manual Summary Project Summary External Tasks External Milestone Inactive Task Inactive Milestone Inactive Summary Deadline														
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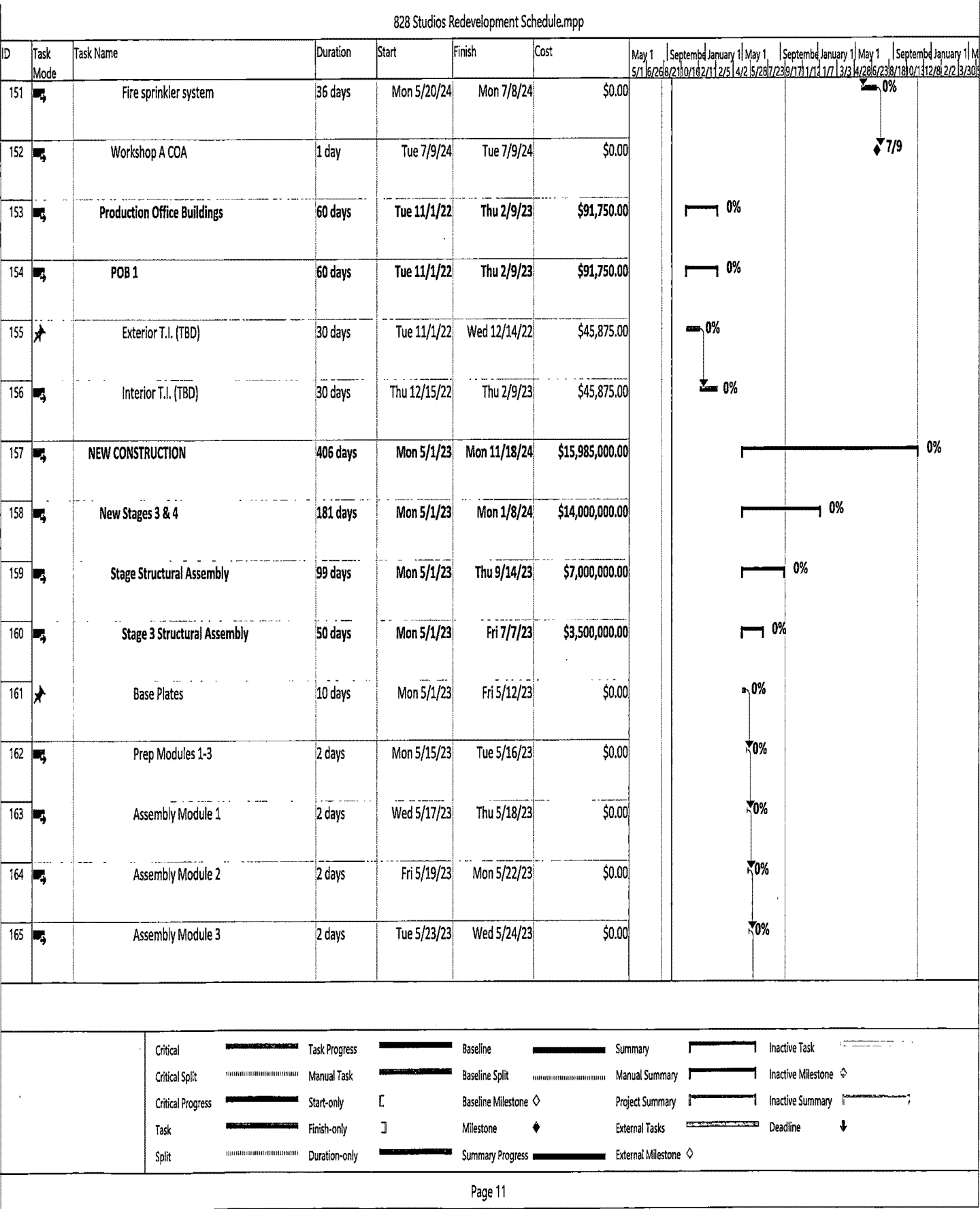


828 Studios Redevelopment Schedule.mpp																	
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6/2	January 11/1	May 1 4/2	September 9/17	January 11/1	May 1 3/3	September 6/23	January 11/18	May 1 2/2	September 6/30
91	■	high bay lighting	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00											0%
92	■	emergency lighting	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00											0%
93	■	ingress/egress, exterior wall pack lighting	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00											0%
94	■	general purpose 120V outlets through out	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00											0%
95	■	Plumbing	45 days	Mon 1/8/24	Fri 3/8/24	\$566,000.00											0%
96	★	Install Waterline	45 days	Mon 1/8/24	Fri 3/8/24	\$20,000.00											0%
97	★	Fire Sprinkler system	45 days	Mon 1/8/24	Fri 3/8/24	\$546,000.00											0%
98	■	Stage 2	123 days?	Mon 4/1/24	Wed 9/18/24	\$420,000.00											0%
99	■	Stage 2 Renovation	95 days	Mon 4/1/24	Fri 8/9/24	\$420,000.00											0%
100	★	Remove Sheet Metal	19 days	Mon 4/1/24	Thu 4/25/24	\$0.00											0%
101	■	Install 4 Kingspan panels	38 days	Mon 4/29/24	Wed 6/19/24	\$0.00											0%
102	■	Install 6 SIP panels	38 days	Mon 6/10/24	Wed 7/31/24	\$0.00											0%
103	■	Install Interior Duct liner	10 days	Thu 7/18/24	Wed 7/31/24	\$0.00											0%
104	■	1 ea - 16' W x 14' H Barn Door	14 days	Tue 7/23/24	Fri 8/9/24	\$0.00											0%
105	■	3ea - Hollow metal man doors	14 days	Tue 7/23/24	Fri 8/9/24	\$0.00											0%
Critical Critical Split Critical Progress Task Split Task Progress Manual Task Start-only Finish-only Duration-only Baseline Baseline Split Baseline Milestone Milestone Summary Progress Summary Manual Summary Project Summary External Tasks External Milestone Inactive Task Inactive Milestone Inactive Summary Deadline																	
Page 7																	

828 Studios Redevelopment Schedule.mpp																					
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6/26	January 10/1	May 1 4/2	September 7/23	January 11/1	May 1 3/3	September 6/23	January 11/12	May 1 3/30					
106		Stage 2 COA	1 day	Mon 8/12/24	Mon 8/12/24	\$0.00										8/12					
107		Mechanical	23 days	Mon 7/29/24	Wed 8/28/24	\$0.00										0%					
108		HVAC - 20 TNS	23 days	Mon 7/29/24	Wed 8/28/24	\$0.00										0%					
109		Exhaust fans	22 days	Tue 7/30/24	Wed 8/28/24	\$0.00										0%					
110		Electrical	23 days?	Mon 8/19/24	Wed 9/18/24	\$0.00										0%					
111		250 KVA Transformer	23 days	Mon 8/19/24	Wed 9/18/24	\$0.00										0%					
112		Interior Main				\$0.00															
113		Bull Switches				\$0.00															
114		warehouse lighting				\$0.00															
115		emergency lighting ingress/ egress				\$0.00															
116		exterior wall pack lighting				\$0.00															
117		convenient outlets, 220V outlets				\$0.00															
118		Plumbing	13 days?	Mon 7/22/24	Wed 8/7/24	\$0.00										0%					
119		Interior Water Lines/Sink	13 days	Mon 7/22/24	Wed 8/7/24	\$0.00										0%					
120		Fire Sprinkler System				\$0.00															
		Critical		Task Progress		Baseline		Summary		Inactive Task											
		Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone											
		Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary											
		Task		Finish-only		Milestone		External Tasks		Deadline											
		Split		Duration-only		Summary Progress		External Milestone													
Page 8																					



828 Studios Redevelopment Schedule.mpp																	
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6/26	January 10/18	May 1 12/5	September 15/28	January 17/11	May 1 3/3	September 6/23	January 10/13	May 1 2/2	September 6/30
136	★	3ea demising walls in the building				\$0.00											
137	★	10 ea Exterior man doors				\$0.00											
138	★	6 ea 12' x 10' Overhead doors				\$0.00											
139	■	Mechanical	36 days?	Mon 3/25/24	Mon 5/13/24	\$0.00											0%
140	■	HVAC - 75 TNS	36 days	Mon 3/25/24	Mon 5/13/24	\$0.00											0%
141	★	Gas (Heating)				\$0.00											
142	■	Electrical	36 days?	Mon 3/25/24	Mon 5/13/24	\$0.00											0%
143	■	Transformer (TBD)	36 days	Mon 3/25/24	Mon 5/13/24	\$0.00											0%
144	★	Interior Electrical Panels				\$0.00											
145	★	220V convenience power				\$0.00											
146	★	Warehouse lighting				\$0.00											
147	★	Emergency lighting ingress/egress				\$0.00											
148	★	Exterior lighting				\$0.00											
149	■	Plumbing	136 days	Mon 1/1/24	Mon 7/8/24	\$0.00											0%
150	★	Restrooms	25 days	Mon 1/1/24	Fri 2/2/24	\$0.00											0%
		Critical	Task Progress	Baseline	Summary	Inactive Task											
		Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone											
		Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary											
		Task	Finish-only	Milestone	External Tasks	Deadline											
		Split	Duration-only	Summary Progress	External Milestone												
Page 10																	



828 Studios Redevelopment Schedule.mpp												
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1
166		Prep Modules 4-5	2 days	Thu 5/25/23	Fri 5/26/23	\$0.00					0%	
167		Assembly Module 4	2 days	Mon 5/29/23	Tue 5/30/23	\$0.00					0%	
168		Assembly Module 5	2 days	Wed 5/31/23	Thu 6/1/23	\$0.00					0%	
169		Assembly Single Frame	3 days	Fri 6/2/23	Tue 6/6/23	\$0.00					0%	
170		Pulling Roof Module 1-5	1 day	Wed 6/7/23	Wed 6/7/23	\$0.00					0%	
171		Stage 3 Module Lift	1 day	Thu 6/8/23	Thu 6/8/23	\$0.00					0%	
172		Purlins, Cables, Braces	3 days	Fri 6/9/23	Tue 6/13/23	\$0.00					0%	
173		Roof & Insulation & Tension Bars	5 days	Wed 6/14/23	Tue 6/20/23	\$0.00					0%	
174		Gable End	3 days	Wed 6/21/23	Fri 6/23/23	\$0.00					0%	
175		Gable Leg Sections	2 days	Mon 6/26/23	Tue 6/27/23	\$0.00					0%	
176		Wall Panel Installation	8 days	Wed 6/28/23	Fri 7/7/23	\$0.00					0%	
177		Corners & Gutters	3 days	Wed 6/28/23	Fri 6/30/23	\$0.00					0%	
178		Weather Sealing	2 days	Mon 7/3/23	Tue 7/4/23	\$0.00					0%	
179		Stage 4 Structural Assembly	49 days	Mon 7/10/23	Thu 9/14/23	\$3,500,000.00					0%	
180		Base Plates	10 days	Mon 7/10/23	Fri 7/21/23	\$0.00					0%	
Critical Task Progress Baseline Summary Inactive Task Critical Split Manual Task Baseline Split Manual Summary Inactive Milestone Critical Progress Start-only Baseline Milestone Project Summary Inactive Summary Task Finish-only Milestone External Tasks Deadline Split Duration-only Summary Progress External Milestone												
Page 12												

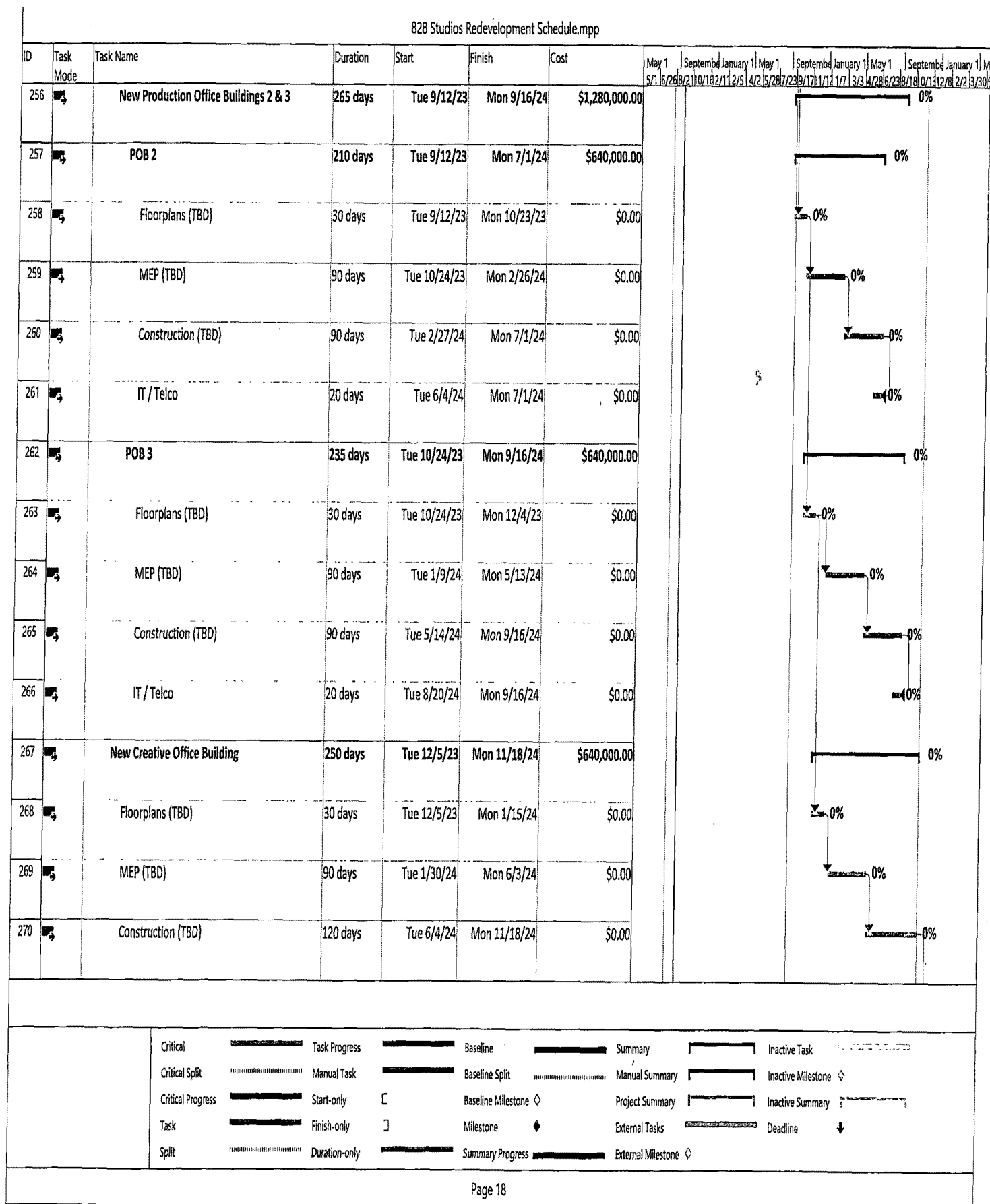
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ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6/21	January 10/18	May 1 11/2/5	September 7/23	January 11/17	May 1 3/3	September 6/23
181		Prep modules 1-3	2 days	Mon 7/24/23	Tue 7/25/23	\$0.00					0%			
182		Assembly Module 1	2 days	Wed 7/26/23	Thu 7/27/23	\$0.00					0%			
183		Assembly Module 2	2 days	Fri 7/28/23	Mon 7/31/23	\$0.00					0%			
184		Assembly Module 3	2 days	Tue 8/1/23	Wed 8/2/23	\$0.00					0%			
185		Prep Modules 4-5	2 days	Thu 8/3/23	Fri 8/4/23	\$0.00					0%			
186		Assembly Module 4	2 days	Mon 8/7/23	Tue 8/8/23	\$0.00					0%			
187		Assembly module 5	2 days	Wed 8/9/23	Thu 8/10/23	\$0.00					0%			
188		Pulling Roof Module 1-5	2 days	Fri 8/11/23	Mon 8/14/23	\$0.00					0%			
189		Stage 4 Module Lift	2 days	Tue 8/15/23	Wed 8/16/23	\$0.00					0%			
190		Purlins, Cables, Braces	3 days	Thu 8/17/23	Mon 8/21/23	\$0.00					0%			
191		Roof Insulation & Tension Bars	5 days	Tue 8/22/23	Mon 8/28/23	\$0.00					0%			
192		Gable Leg Sections	2 days	Tue 8/29/23	Wed 8/30/23	\$0.00					0%			
193		Gable End	3 days	Thu 8/31/23	Mon 9/4/23	\$0.00					0%			
194		Wall Panel Installation	8 days	Tue 9/5/23	Thu 9/14/23	\$0.00					0%			
195		Corners & Gutters	3 days	Tue 9/5/23	Thu 9/7/23	\$0.00					0%			
Critical Critical Split Critical Progress Task Split Task Progress Manual Task Start-only Finish-only Duration-only Baseline Baseline Split Baseline Milestone Milestone Summary Progress Summary Manual Summary Project Summary External Tasks External Milestone Inactive Task Inactive Milestone Inactive Summary Deadline														
Page 13														

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828 Studios Redevelopment Schedule.mpp												
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1
211		Stage 4 Interior	42 days	Fri 9/29/23	Mon 11/27/23	\$1,750,000.00					0%	
212		Stage 4 Flooring	10 days	Fri 9/29/23	Thu 10/12/23	\$0.00					0%	
213		Stage 4 Plywood	3 days	Fri 10/13/23	Tue 10/17/23	\$0.00					0%	
214		Acoustic Wall Liner	2 days	Wed 10/18/23	Thu 10/19/23	\$0.00					0%	
215		Staircases & Emergency Exit Ladders	3 days	Fri 10/20/23	Tue 10/24/23	\$0.00					0%	
216		Rat Holes	5 days	Wed 10/25/23	Tue 10/31/23	\$0.00					0%	
217		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	\$0.00					0%	
218		Airlock Vestibules	2 days	Mon 11/6/23	Tue 11/7/23	\$0.00					0%	
219		Personnel Doors (Exterior)	2 days	Wed 11/8/23	Thu 11/9/23	\$0.00					0%	
220		Cable Port Guillotines	2 days	Fri 11/10/23	Mon 11/13/23	\$0.00					0%	
221		Elephant Door Balustrades	4 days	Tue 11/14/23	Fri 11/17/23	\$0.00					0%	
222		Handrails	2 days	Mon 11/20/23	Tue 11/21/23	\$0.00					0%	
223		Stage 4 Floor Painting	4 days	Wed 11/22/23	Mon 11/27/23	\$0.00					0%	
224		Stage Fit Out	54 days	Wed 10/25/23	Mon 1/8/24	\$3,500,000.00					0%	
225		Stage 3 Fit Out	47 days	Wed 10/25/23	Thu 12/28/23	\$1,750,000.00					0%	

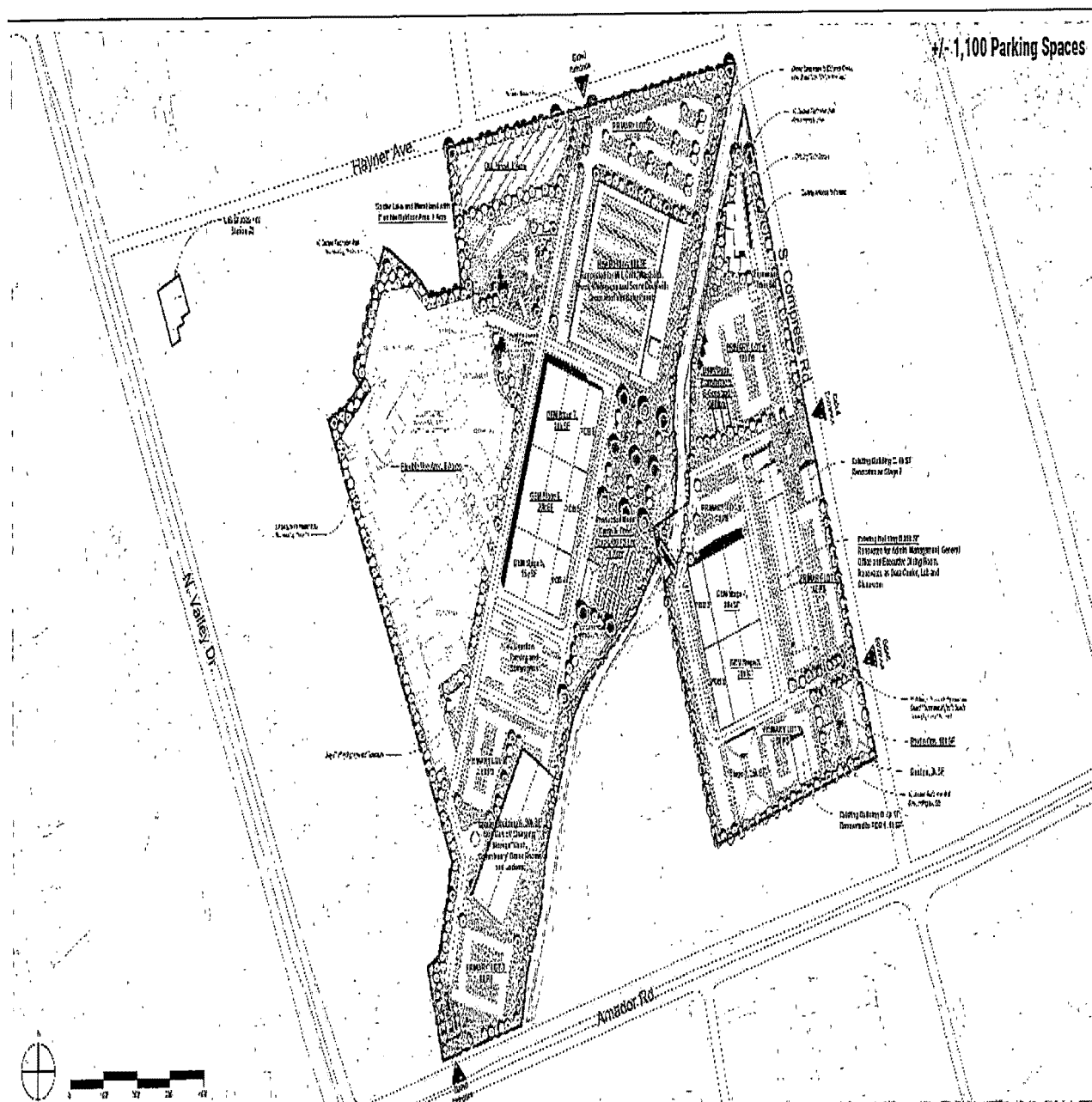
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828 Studios Redevelopment Schedule.mpp										
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
241	★	House Lighting	5 days	Wed 11/1/23	Tue 11/7/23	\$0.00				0%
242	★	Bull Switches	5 days	Wed 11/8/23	Tue 11/14/23	\$0.00				0%
243	★	Heating Control	3 days	Wed 11/15/23	Fri 11/17/23	\$0.00				0%
244	★	Signage	1 day	Mon 11/20/23	Mon 11/20/23	\$0.00				0%
245	★	Electrical Infrastructure	5 days	Tue 11/21/23	Mon 11/27/23	\$0.00				0%
246	★	MV Cable Trench/Duct Installation	3 days	Tue 11/28/23	Thu 11/30/23	\$0.00				0%
247	★	Transformer Pad	5 days	Fri 12/1/23	Thu 12/7/23	\$0.00				0%
248	★	Transformer Installation	3 days	Fri 12/8/23	Tue 12/12/23	\$0.00				0%
249	★	MV Electrical Connection/Installation	3 days	Wed 12/13/23	Fri 12/15/23	\$0.00				0%
250	★	HVAC Installation	5 days	Mon 12/18/23	Fri 12/22/23	\$0.00				0%
251	★	Fire Detection System	3 days	Mon 12/25/23	Wed 12/27/23	\$0.00				0%
252	★	Red Light & Bell	3 days	Thu 12/28/23	Mon 1/1/24	\$0.00				0%
253	★	Mesh Installation	3 days	Tue 1/2/24	Thu 1/4/24	\$0.00				0%
254	★	Mesh Installation	1 day	Fri 1/5/24	Fri 1/5/24	\$0.00				0%
255	■	Stage 4 COA	1 day	Mon 1/8/24	Mon 1/8/24	\$0.00				1/8
Critical Critical Split Critical Progress Task Split Task Progress Manual Task Start-only Finish-only Duration-only Baseline Baseline Split Baseline Milestone Milestone Summary Progress Summary Manual Summary Project Summary External Tasks External Milestone Inactive Task Inactive Milestone Inactive Summary Deadline										
Page 17										

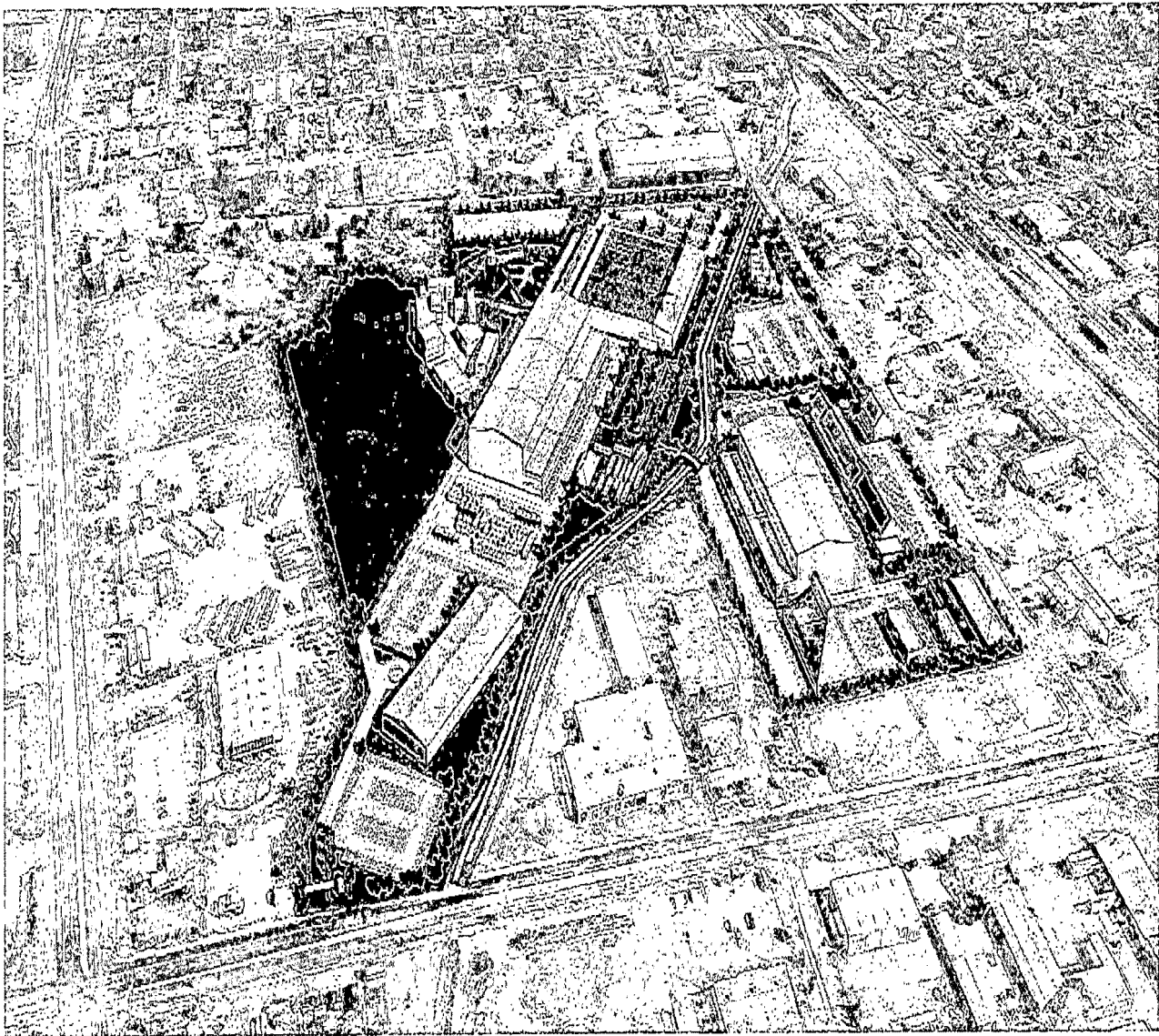


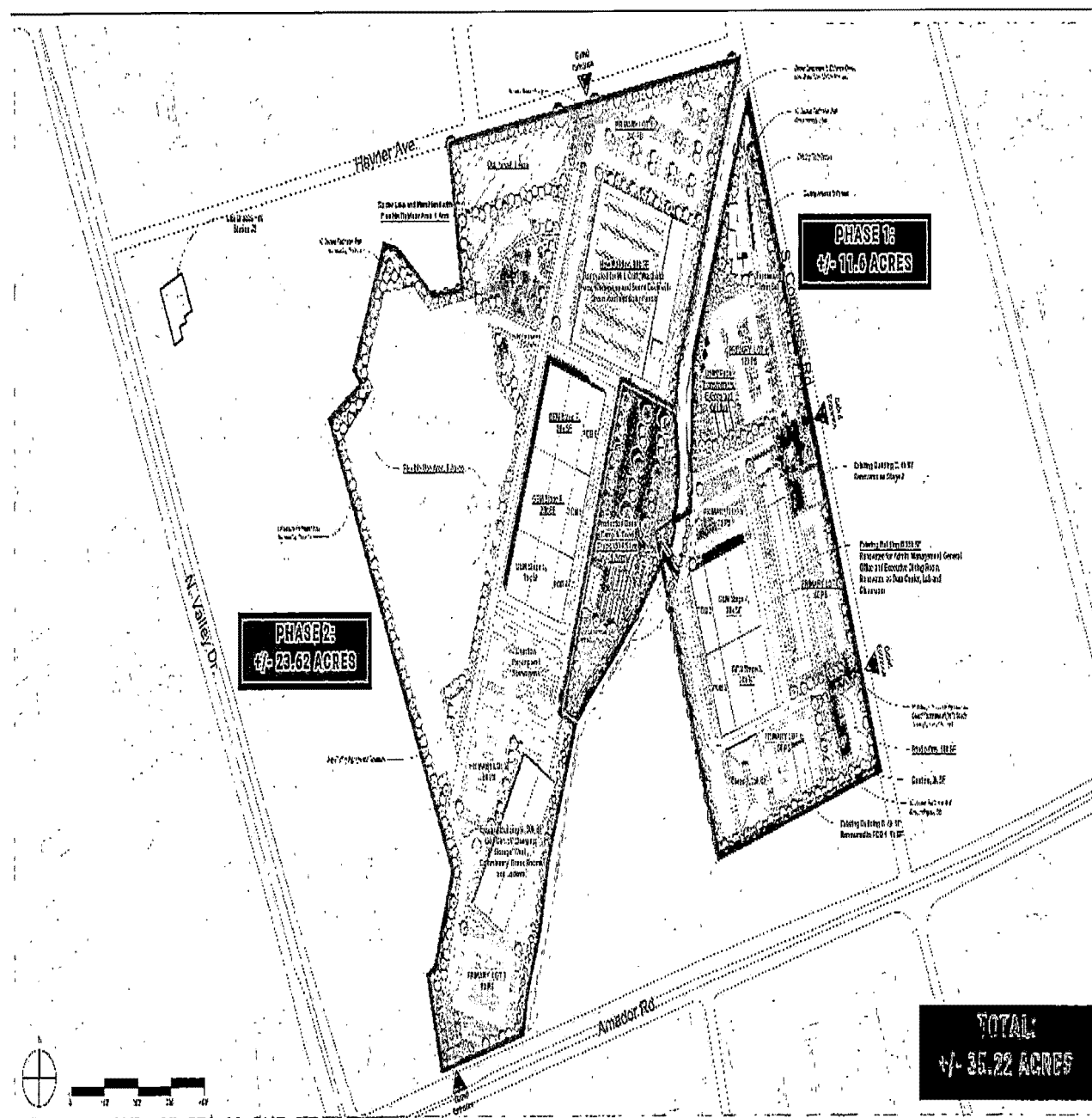
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CONCEPTUAL SITE PLAN



CONCEPTUAL PERSPECTIVE





OLP
Online Land Planner

GIANT INTERNATIONAL CORPORATION

828 STUDIOS | LAS CRUCES, NEW MEXICO

SEPTMBER 02 2022 4

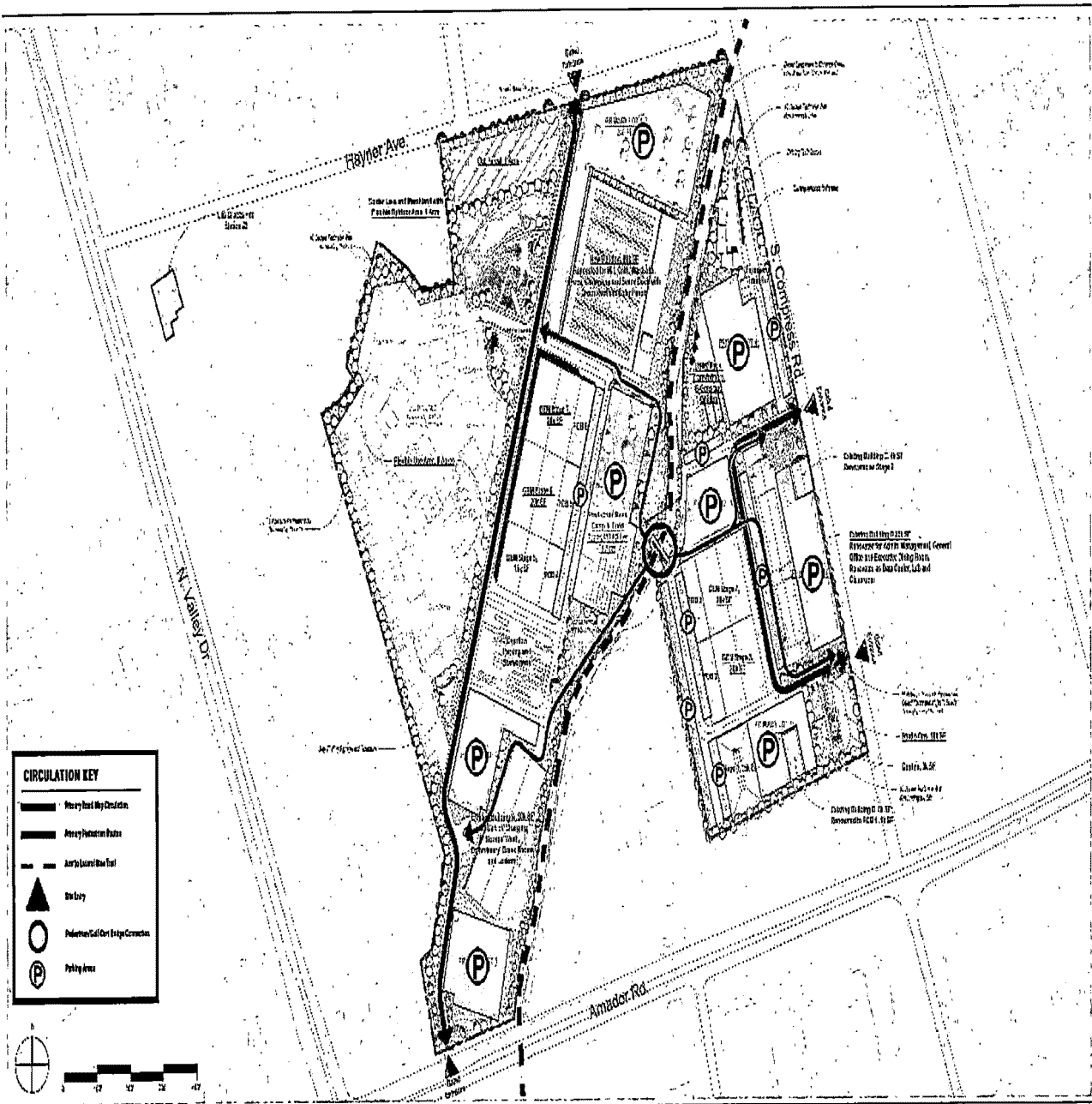
Placeholder pending architect agreement & scope.

Confirmation needed from GC re: 70 days ending 1/27/23 (Currently showing 70 days from 9/26/22 at a 5 day work week with two days off for Thanksgiving and two weeks off for Christmas/New Years)

Confirm if demo permit can be obtained prior to completion of DD's.

25 Traffic Circulation Plan

CIRCULATION PLAN



26 Permits

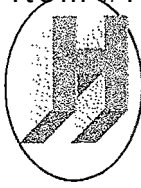
Permit cost based on Highland Enterprises summarized estimate and not yet broken out by category.

27 Grading Permit

All permits, starting with grading, reflected in a 30 day window after completion of CD's

828 Studios Redevelopment Schedule.mpp

- 82 Stage 1 COA**
Stage 1 Certificate Of Occupancy placeholder pending confirmation.
- 88 750 KVA Transformer 900 amp, 480V 3P**
Interior power distribution schedule currently reflected in Task #82 and not yet broken out individually.
- 106 Stage 2 COA**
Stage 2 Certificate Of Occupancy placeholder pending confirmation
- 107 Mechanical**
Stage 2 Mechanical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".
- 110 Electrical**
Stage 2 Electrical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".
- 111 250 KVA Transformer**
Interior electrical installation currently reflected in Task #100; not broken out by task numbers.
- 118 Plumbing**
Stage 2 Plumbing assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".
- 120 Fire Sprinkler System**
Stage 2 Fire Sprinkler System installation requirements TBD
- 126 Workshop A Renovation**
WS-A Renovation cost includes subcategories (Task #122-#133)
- 139 Mechanical**
Workshop A Mechanical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"
- 142 Electrical**
Workshop A Electrical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"
- 143 Transformer (TBD)**
Workshop interior electrical installation currently reflected in Task#131 and not broken out by task.
- 149 Plumbing**
Workshop A Plumbing assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"
- 152 Workshop A COA**
Workshop A COA placeholder pending confirmation
- 153 Production Office Buildings**
POB 1 T.I.'s TBD
- 157 NEW CONSTRUCTION**
All new construction tasks TBD pending design.
- 257 POB 2**
POB cost and schedule placeholder pending design
- 262 POB 3**
POB 3 cost and schedule placeholder pending design
- 272 Guard Shacks**
Guard Shack schedule TBD



HIGHLAND ENTERPRISES, INC.

General Contractors • Lic. No. 4460
Labor Registration No. 0036820050601
 P.O. BOX 2409 Las Cruces, NM 88004
 Phone (575) 524-3551 Fax (575) 526-0835
 Email – hei@highlandnm.com

MARK HETTINGA , PRESIDENT

Budgetary Estimate No. One Date Septembe 8, 2022
 Project 828 Studios Renovations Location 111 S. Compress Rd Las Cruces, NM 88005
 To: 828 Studios

Budgetary Estimate

This is a budgetary estimate and is preliminary in nature. This estimate represents our best estimation of the project based on our interpretation the Customer's ideas, comments and available information. This is not a firm fixed price. A firm fixed price may be offered upon a fully developed set of plans that has been approved by the City of Las Cruces.

Scope of Work

This Scope of Work is limited to Phase 1 which pertains to the following:

- Removal of Trash and debris from 8 acre portion of site
- Removal of large piles of volcanic rock. Rock is to be placed on adjacent lot
- Removal of existing concrete structures
- Construction of Parking Lots and roadways as described
- Renovation of large and tall building to become Stage 1
- Renovation of long building to become Work Shop
- Renovation of metal building to become Stage 2
- Renovation of existing Administration building to become POB 1

Plan Development Requirements

- Architectural and Engineering fees for:

Demolition plans

Site Plan Floor Plans

Elevation Views

Structural Foundation plans

Structural Building Plans

Plumbing plans

HVAC plans

Electrical plans

Fire Protection plans

- Contractor Design/Build Fee
- Topographical Survey
- Geo Technical Study
- Storm Water Pollution Prevention Plan

General Requirements

- Bond (add 2% to estimate total if required)
- Building Permit fees
- Builder's Risk Insurance
- Temporary Facilities
- Temporary Utilities

Demolition / Site Clean Up

- Tree removal
- Removal of Existing stock piles of volcanic rock to Phase 2
- Removal of tires

- Removal of trash and debris
- Removal of RV trailer
- Removal of building contents Stage 1
- Removal of building contents Stage 2
- Removal of building contents Work Shop
- Clean and expose RR Tracks
- Demolition - Existing above grade concrete structures
- Demo Bagging equipment at Work Shop

Site Work

- Materials testing
- Access road to Stage 1 and Work Shop
- Construction of remaining site roadways (Phase 2)
- Asphalt Parking - Lot 4
- Asphalt Parking - Lot 5
- Asphalt Parking Work Shop
- Asphalt Parking - Lot 6
- Asphalt Parking - Stage 1 Lot
- Asphalt Parking - POB Lots 2&3
- Graveled area for Chiller, Satellite Dishes, Generators
- Cantina Slab
- Landscape Phase 1 (12,000 SF)
- Landscape Phase 2 (35,990 SF)
- Phase 1 - Underground Retention Ponds
- Phase 2 - Underground Retention Ponds

Renovation of Sound Stage 1

- Remove and replace 9,000 SF of existing floor
- Remove existing sheeting on roof and walls
- Add sub-framing as required to receive new exterior and interior panel products
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 18' wide by 12' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- Plumbing - gas piping
- HVAC - 150 TNS heating and cooling, ventilation fans, gas
- Electrical - 750 KVA, 900 amp, 480V 3 phase service, distribution transformers and panel boards at 6 places around the building, high bay lighting, emergency lighting, ingress/egress, exterior wall pack lighting, general purpose 120V outlets through out
- Fire Sprinkler system

Renovate Work Shop - 350' x 72' x 12' Metal Building

- Remove existing roof and wall sheeting
- Install PBR 26 ga roof sheets
- Install/replace/repair sub-framing as required
- Install OSB/SIP panels at exterior walls
- Install metal wall panels on interior side of SIP panels
- Insulate roof with vinyl backed fiberglass insulation
- Remove existing wood framing structure (Breeze Way) and replace with metal building framing
- 3ea demising walls in the building
- 10 ea Exterior man doors
- 6 ea 12' x 10' Overhead doors
- 2ea - Construct Loading docks with concrete approach ramps, hand railing, dock levelers

- HVAC - 75 TNS
- Plumbing - Restrooms, gas
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/ egress, exterior wall pack lighting, convenient outlets, 220V outlets
- Fire Sprinkler system

Renovate Stage 2 - 3,750 SF

- Remove existing roof and wall sheeting
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 16' wide by 14' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- HVAC - 20 TNS, ventilation fans
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/ egress, exterior wall pack lighting, convenient outlets, 220V outlets

Misc. Buildings

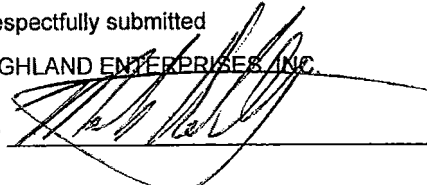
- Studio Ops Building (Generic SF Price \$160.00/SF)
- Renovate POB 1 - make repairs and minor modifications (Generic SF Price \$25.00/SF)
- Stages 3&4 POB 2 & 3 - ???
- 2 ea Pre-manufactured Guard House
- Proposed buildings at north end of RR tracks ???

Estimated Cost - Please Refer to Breakdown Sheet Attached**Exclusions / Assumptions:**

- Assumes existing building foundations and slabs are suitable for intended purposes
- Assumes existing metal building frames, joist, rafters are structurally sufficient for intended use
- Excludes Development and Impact fees
- Excludes Traffic Studies
- Excludes Flood Plain Studies
- Excludes Site Survey (To be provided by Owner)
- Excludes Mobilization / Demobilization charges
- Excludes City induced improvements along Compress Rd. i.e. sidewalks, bike paths, traffic signage etc.
- Excludes underground unforeseen conditions - buried slabs, footings, basements, unknown utilities
- Excludes removal/abatement of any hazardous materials that may be found on site
- Excludes removal of existing utilities
- Excludes existing concrete slabs on site
- Excludes retaining walls near Workshop
- Excludes any utility extensions - Water, sewer, electrical, gas
- Excludes camera, surveillance systems, security systems, telephone systems, fiber optics
- Excludes repair or alteration of existing footings
- Excludes filling vent pipes with concrete

Respectfully submitted

HIGHLAND ENTERPRISES, INC.

By 

Agenda Item #7.5.

September 8, 2022
Highland Enterprises, Inc.
hei@highlandnm.com

828 Studios
Budgetary Estimate 1

Attachment "A"

Phase 1 8 Acres	Qty	unit	Budget	Phase 1	Phase 2
PLAN DEVELOPMENT REQUIREMENTS					
Architectural Fees			\$ 515,000.00	\$ 515,000.00	
Contractor Design/Build Fee	1		\$ 125,000.00	\$ 125,000.00	
Topo Survey	1		\$ 9,100.00	\$ 9,100.00	
Geo Tech Report	1		\$ 8,000.00	\$ 8,000.00	
Storm Water Pollution Prevention Plan	1		\$ 7,000.00	\$ 7,000.00	
GENERAL REQUIREMENTS					
Bond			???	???	
Building Permit	1		\$ 103,500.00	\$ 103,500.00	
Development/ Impact Fees	1		???	???	
Insurance Builder's Risk	1		\$ 20,000.00	\$ 20,000.00	
Temporary Facilities	1		\$ 2,100.00	\$ 2,100.00	
Temporary Utilities	1		\$ 19,041.00	\$ 19,041.00	
DEMOLITION /SITE CLEAN UP					
Tree Removal	22	EA	\$ 52,096.00	\$ 52,096.00	
Removal of volcanic rock to Phase 2	2,490	CY	\$ 166,000.00	\$ 166,000.00	
Tire Removal	1	LS	\$ 1,500.00	\$ 1,500.00	
Misc Trash	1	LS	\$ 18,226.00	\$ 18,226.00	
RV Trailer	1	LS	\$ 2,700.00	\$ 2,700.00	
Stage 1 Clean Out	1	LS	\$ 8,650.00	\$ 8,650.00	
Stage 2 Clean Out	1	LS	\$ 37,100.00	\$ 37,100.00	
Work Shop Clean Out	1	LS	\$ 30,000.00	\$ 30,000.00	
Clean Gravel at RR Tracks	1	LS	\$ 22,601.00	\$ 22,601.00	
Demo above grade concrete Structures	1	LS	\$ 44,830.00	\$ 44,830.00	
Demo Bagging Equipment	1	LS	\$ 6,700.00	\$ 6,700.00	
SITE WORK					
Materials Testing	1		\$ 7,000.00	\$ 7,000.00	
Site Security Systems	1		???	???	
Utility Extension Water	1		???	???	
Utility Extension Sewer	1		???	???	
Utility Extension Gas	1		???	???	
Utility Extension Electric	1		???	???	
Utility Extension Fiber Optic	1		???	???	
Site Rough Grading	???	CY	???	???	???
Access Road ST1 & Work Shop	3,460	SY	\$ 304,790.00	\$ 304,790.00	
Remaining Access Roads	47,144	SY	\$ 203,000.00		\$ 203,000.00
Asphalt paved Parking Lot Parking Lot - Lot 4	3,280	SY	\$ 159,100.00		\$ 159,100.00
Asphalt paved Parking Lot - Lot 5	3,155	SY	\$ 167,015.00	\$ 167,015.00	
Asphalt paved Parking Lot - Work Shop	1,694	SY	\$ 93,144.00	\$ 93,144.00	
Asphalt paved Parking Lot - Lot 6	3,280	SY	\$ 172,715.00	\$ 172,715.00	
Asphalt paved Parking Lot - Stage 1 Lot	1,509	SY	\$ 83,328.00	\$ 83,328.00	\$ -
Asphalt Paved Parking Lot -POB Lots 2&3	2,162	SY	\$ 119,900.00		\$ 119,900.00
Graveled Lot for Chillers, Satellites, Generators	4,646	SY	\$ 33,250.00		\$ 33,250.00
Cantina Slab	950	SF	\$ 7,200.00		\$ 7,200.00
Landscape	47,990	SF	\$ 249,548.00	\$ 62,387.00	\$ 187,161.00
Area Adjacent to East Side to Stage 3&4	6,746	SF	???		???
Phase 1 Underground Storm Retention	2	EA	\$ 575,000.00	\$ 575,000.00	
Phase 2 Underground Storm Retention	2	EA	\$ 575,000.00		\$ 575,000.00

Agenda Item #7.5.

September 8, 2022
Highland Enterprises, Inc.
hei@highlandnm.com

828 Studios
Budgetary Estimate 1

Attachment "A"

SOUND STAGE 1 RENOVATION					
Floor - Demo and Replace	9,000	SF	\$ 215,256.00	\$ 215,256.00	
Remove existing wall sheets, Replace with King Span Panels	32,000	SF	\$ 2,303,249.54	\$ 2,303,249.54	
Install SIPS Panels Interior Walls and Roof					
Install Duct Liner					
18' wide Bi-parting door	1	EA			
Hollow Metal Man Doors	3	EA			
Plumbing	15,600	SF	\$ 20,000.00	\$ 20,000.00	
HVAC 150 TNS	15,600	SF	\$ 624,000.00	\$ 624,000.00	
Electrical 750 KVA, 900 amp, 3Ph Service	15,600	SF	\$ 615,100.00	\$ 615,100.00	
Fire Sprinkler System w/ booster pump	15,600	SF	\$ 546,000.00	\$ 546,000.00	

WORK SHOP RENOVATION					
Work Shop Bldg 350' x 72' x 12	25,200	SF	\$ 1,638,000.00	\$ 1,638,000.00	
Loading Dock	2	EA	\$ 208,000.00	\$ 208,000.00	

STAGE 2 RENOVATION					
Stage 2 Bldg 50'x75'x14'	3,750	SF	\$ 420,000.00	\$ 420,000.00	

MISC. BUILDINGS					
Studio Ops Bldg	4,000	SF	\$ 640,000.00		\$ 640,000.00
POB 1 Building Renovate	3,670	SF	\$ 91,750.00	\$ 91,750.00	
Stages 3,4 POB 2,3	62,962	SF	???		???
Guard Shacks	2	EA	\$ 65,000.00	\$ 65,000.00	
Proposed Train Set Buildings	4,901	SF	???		???

Total Budget So Far	Phase 1	Phase 2 So Far
\$ 11,335,489.54	\$ 9,410,878.54	\$ 1,924,611.00

8.1875% NMGR Tax

\$ 770,515.68

\$ 10,181,394.22 Phase 1 w/ tax

828 Productions Financial History Description

828 Productions, LLC is a start up with no prior financial data. The business plan and projections submitted in this application are the financial information that is currently available.

100 S. Church St.
Las Cruces,
NM 88001



LEDA Application

Job Creation Additional Information

The current LEDA Application for 828 Productions is pertaining only to the work being proposed for 828 Studios NM. Future expansions to 828 Productions will include the following areas:

- Film Financing
- Production Accounting
- Production Services
- Postproduction Services

Additional models are being developed for these business areas and will be included in any future LEDA funding applications.

828 Productions LLC				Number of Jobs Created			Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3	Yr 1	Yr 2	Yr 3
Studio	Director, Studio Operations	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
Studio	Asst to Director of Studio Operations	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
Studio	Manger, Studio Operation	L	\$ 70,000.00	1			\$ 70,000.00	\$ -	\$ -
Studio	Manager, Accounting	L	\$ 125,000.00	1			\$ 125,000.00	\$ -	\$ -
Studio	Coordinator, Studio Facilities	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Studio Electrician	L	\$ 100,000.00	1			\$ 100,000.00	\$ -	\$ -
Studio	Studio Electrician	L	\$ 100,000.00	1			\$ 100,000.00	\$ -	\$ -
Studio	Maintenance Worker	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Maintenance Worker	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Stage Department Manager	L	\$ 100,000.00	1			\$ 100,000.00	\$ -	\$ -
Studio	Stage Manager	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Stage Hand	L	\$ 50,000.00	1			\$ 50,000.00	\$ -	\$ -
Studio	Stage Hand	L	\$ 50,000.00		1		\$ -	\$ 50,000.00	\$ -
Studio	Stage Hand	L	\$ 50,000.00			1	\$ -	\$ -	\$ 50,000.00
Studio	Catering Manager	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	UPM	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Set Designer	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Property Manager	L	\$ 50,000.00	1			\$ 50,000.00	\$ -	\$ -
Studio	Transporation and Logistics Manger	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Transporation Asst	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Transporation Asst	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Grip	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Grip	L	\$ 60,000.00	0	1		\$ -	\$ 60,000.00	\$ -
Studio	Lighting Foreman	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Mill Supervisor	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
Studio	Mill Assistant	L	\$ 30,000.00	1			\$ 30,000.00	\$ -	\$ -
Studio	Painter	L	\$ 30,000.00	1			\$ 30,000.00	\$ -	\$ -
Studio	Construction Grip	L	\$ 45,000.00	1			\$ 45,000.00	\$ -	\$ -
Studio	IT Support	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
Studio	Security Superisor	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
828 Productions	CEO	L	\$ 300,000.00	1			\$ 300,000.00	\$ -	\$ -
828 Productions	Project Coordinator	L	\$ 50,000.00	1			\$ 50,000.00	\$ -	\$ -
828 Productions	Project Manager	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -

828 Productions LLC				Number of Jobs Created			Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3	Yr 1	Yr 2	Yr 3
828 Productions	Project Manager	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	EVP, Sales and Distribution	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
828 Productions	Asst to EVP Sales and Distribution	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	EVP, Physical Production	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
828 Productions	Asst to EVP Physical Production	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	Director, Creative Services? DM	L	\$ 125,000.00	1			\$ 125,000.00	\$ -	\$ -
828 Productions	Office Manager	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	Office Assistant	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
828 Productions	Director of Human Resources	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	EVP of Production Accounting	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
828 Productions	VP of Production Accounting	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00		1		\$ -	\$ 60,000.00	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00		1		\$ -	\$ 60,000.00	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00			1	\$ -	\$ -	\$ 60,000.00
828 Productions	Production Accounting Asst.	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
828 Productions	Legal Counsel	L	\$ 300,000.00		1		\$ -	\$ 300,000.00	\$ -
828 Productions	Paralegal	L	\$ 100,000.00		1		\$ -	\$ 100,000.00	\$ -
828 VFX Facility	VFX Producer	L	\$ 200,000.00		1		\$ -	\$ 200,000.00	\$ -
828 VFX Facility	VFX Supervisor	L	\$ 150,000.00		1		\$ -	\$ 150,000.00	\$ -
828 VFX Facility	VFX Controller	L	\$ 150,000.00			1	\$ -	\$ -	\$ 150,000.00
828 VFX Facility	Technical Director	L	\$ 150,000.00		1		\$ -	\$ 150,000.00	\$ -
828 VFX Facility	Lead Animator	L	\$ 100,000.00		1		\$ -	\$ 100,000.00	\$ -
828 VFX Facility	Animator	L	\$ 100,000.00		1		\$ -	\$ 100,000.00	\$ -
828 VFX Facility	Lighting and Rendering Lead	L	\$ 90,000.00		1		\$ -	\$ 90,000.00	\$ -
828 VFX Facility	VFX Assistant	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
828 VFX Facility	VFX Assistant	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
828 VFX Facility	Art Dept Assistant	L	\$ 40,000.00	1	0		\$ 40,000.00	\$ -	\$ -
828 VFX Facility	Office Manager	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Post Production	VP Post Production	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
828 Post Production	Post Production Supervisor	L	\$ 100,000.00	1			\$ 100,000.00	\$ -	\$ -
828 Post Production	Post Production Supervisor	L	\$ 100,000.00		1		\$ -	\$ 100,000.00	\$ -
828 Post Production	Editor	L	\$ 90,000.00	1			\$ 90,000.00	\$ -	\$ -
828 Post Production	Editor	L	\$ 90,000.00		1		\$ -	\$ 90,000.00	\$ -
828 Post Production	Asst. Editor	L	\$ 75,000.00		1		\$ -	\$ 75,000.00	\$ -
828 Post Production	Asst. Editor	L	\$ 75,000.00			1	\$ -	\$ -	\$ 75,000.00
828 Post Production	Colorist	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Post Production	Colorist	L	\$ 75,000.00		1		\$ -	\$ 75,000.00	\$ -
828 Post Production	Sound Designer	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Post Production	Sound Designer	L	\$ 75,000.00		1		\$ -	\$ 75,000.00	\$ -
828 Post Production	Music Supervisor	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -

** Projections are based on 3 years per the requirements of the online application, but will be accomplished over a 5-7 year span as directed by NMEDD.

***NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT
AUTHORIZATION FOR EXAMINATION AND RELEASE OF
INFORMATION**

Todd Lundbohm hereby grants permission to the New Mexico Economic Development Department to conduct a review, full disclosure, and release of any and all information authorized pursuant to federal and state law. The purpose for obtaining and examining the information is to construct a record of the company's personal and professional history, including credit history, to ensure it meet the requirements that the New Mexico Economic Development Department has established for potential recipients of State funds. The company understands an investigation will be conducted by the New Mexico Economic Development Department, the New Mexico Department of Public Safety, or their contractors, and the results of the investigation will only be supplied to the New Mexico Economic Development Department.

Todd Lundbohm, hereby grants the New Mexico Economic Development Department permission to obtain any information in its background pertaining to any credit (to include obtaining a copy of a commercial credit report), education, bankruptcy, investigation, arrest and/or conviction of it or its principals in any criminal or civil matter. The company also authorizes an employee of the New Mexico Economic Development Department, as its authorized representative, to obtain from the New Mexico Taxation and Revenue Department and/or the Department of Workforce Solutions any tax information that is in any way related to a company Todd Lundbohm owns or has invested in. Todd Lundbohm, hereby directs you to release such information upon the request of this bearer. Todd Lundbohm, hereby releases you as a custodian of such records for any criminal justice, law enforcement or court agency, including its officers and employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, that may at any time result to the New Mexico Economic Development Department or the State of New Mexico because of compliance with this authorization and request to release information; or any attempt to comply with it.

1. The information reviewed, disclosed, and/or released may be used by the New Mexico Economic Development Department for any lawful purpose and/or to determine the company's suitability to receive funds from the State of New Mexico.
2. Todd Lundbohm hereby releases the providers and users of the information collected pursuant to this authorization from any liability under state or federal privacy laws and further release the New Mexico Economic Development Department, its contractors, agents, and/or employees from any liability which may be incurred as a result of the collection and use of information.

3. Todd Lundbohm, understands that it may revoke this authorization in writing at any time.

FULL NAME: Todd Lundbohm

SIGNATURE: 

TITLE: CEO

COMPANY: 828 Productions llc

The above named certifies that they are authorized to commit to this release on behalf of the company identified.

Please provide below information if company is a sole proprietorship:

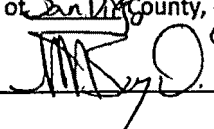
SSN: _____
DOB: _____

DATE: 9/29/2022

*** This Document is only valid if notarized**

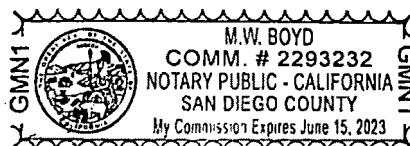
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

Scribed and sworn to me on this 29th day of September
2022 of San Diego County, New Mexico
California

Signed 

My Commission expires: 6-15-2023

Notary Public



DRAFT 2/3/2017

pg. - 2 -

100 S. Church St.
Las Cruces,
NM 88001



LEDA Application

NM Quarterly Wage Report

The current LEDA Application does not include a quarterly wage report due to 828 Productions being a start up company. Wage details will be provided with any future LEDA applications as the organization adds jobs.



ECONOMIC
DEVELOPMENT
DEPARTMENT

Michelle Lujan Grisham • Governor
Alicia J. Keyes • Cabinet Secretary

Exhibit C – LEDA Application

Affirmation of officer of Company

Declaration of 828 Productions LLC Officer

I, Todd Lundbohm, declare as follows:

I am CEO for 828 Productions LLC and I have been employed in this capacity since 6/15/2020. Except where otherwise noted, I have personal knowledge of the facts set forth in this declaration.

Date: 9/24/2022

I declare under penalty of perjury that the foregoing is true and correct.

DocuSigned by:
Todd Lundbohm
09E888C4B4E840D...

Name Todd Lundbohm

Job Title CEO

Name of Company 828 Productions LLC



EDD

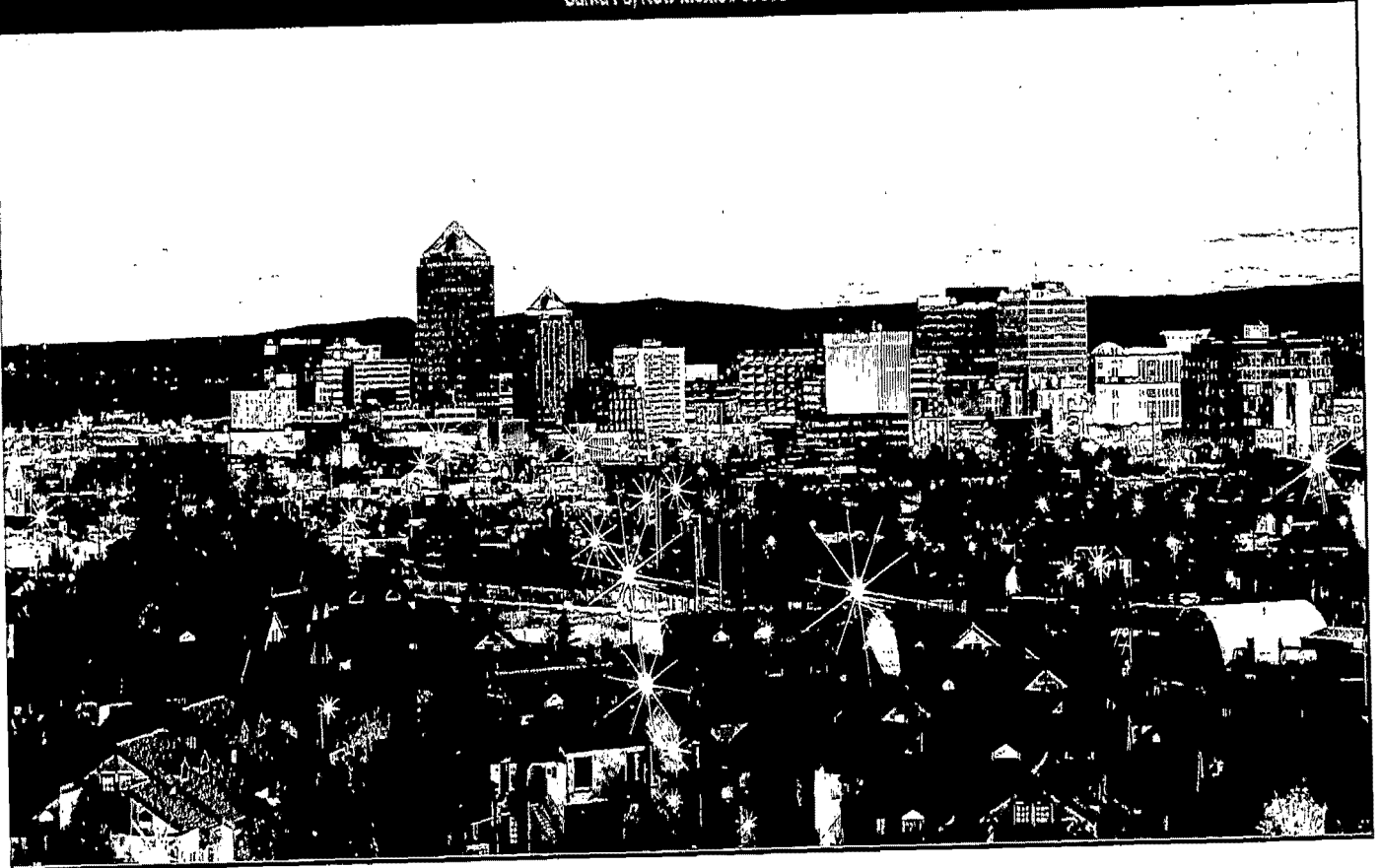
ECONOMIC
DEVELOPMENT
DEPARTMENT

3/30/2022

FISCAL IMPACT ANALYSIS AND ECONOMIC IMPACT OF THE EXPANSION OF 828 PRODUCTIONS

Prepared by:

New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505





Purpose and Limitations:

This report and analysis were developed by the New Mexico Economic Development Economists and Analysts in order to provide a preliminary assessment of the economic impact of the proposed project on the state's economy. The analysis was developed by the New Mexico Economic Development Economists and Analysts in order to provide a preliminary assessment of the economic impact of the proposed project on the state's economy.

The analysis was developed by the New Mexico Economic Development Economists and Analysts in order to provide a preliminary assessment of the economic impact of the proposed project on the state's economy. The analysis was developed by the New Mexico Economic Development Economists and Analysts in order to provide a preliminary assessment of the economic impact of the proposed project on the state's economy.

The model was created by the New Mexico Economic Development Economists and Analysts in order to provide a preliminary assessment of the economic impact of the proposed project on the state's economy. The analysis was developed by the New Mexico Economic Development Economists and Analysts in order to provide a preliminary assessment of the economic impact of the proposed project on the state's economy.

Introduction:

This report and analysis presents the results of an economic impact analysis performed using a model developed by the New Mexico Economic Development Department. The report estimates the impact that a potential project may have on the state and local economies and estimates the costs and benefits for the state and local economies over a 10-year period. The report and analysis uses RIMS II Multipliers produced by the U.S. Bureau of Economic Analysis (BEA).

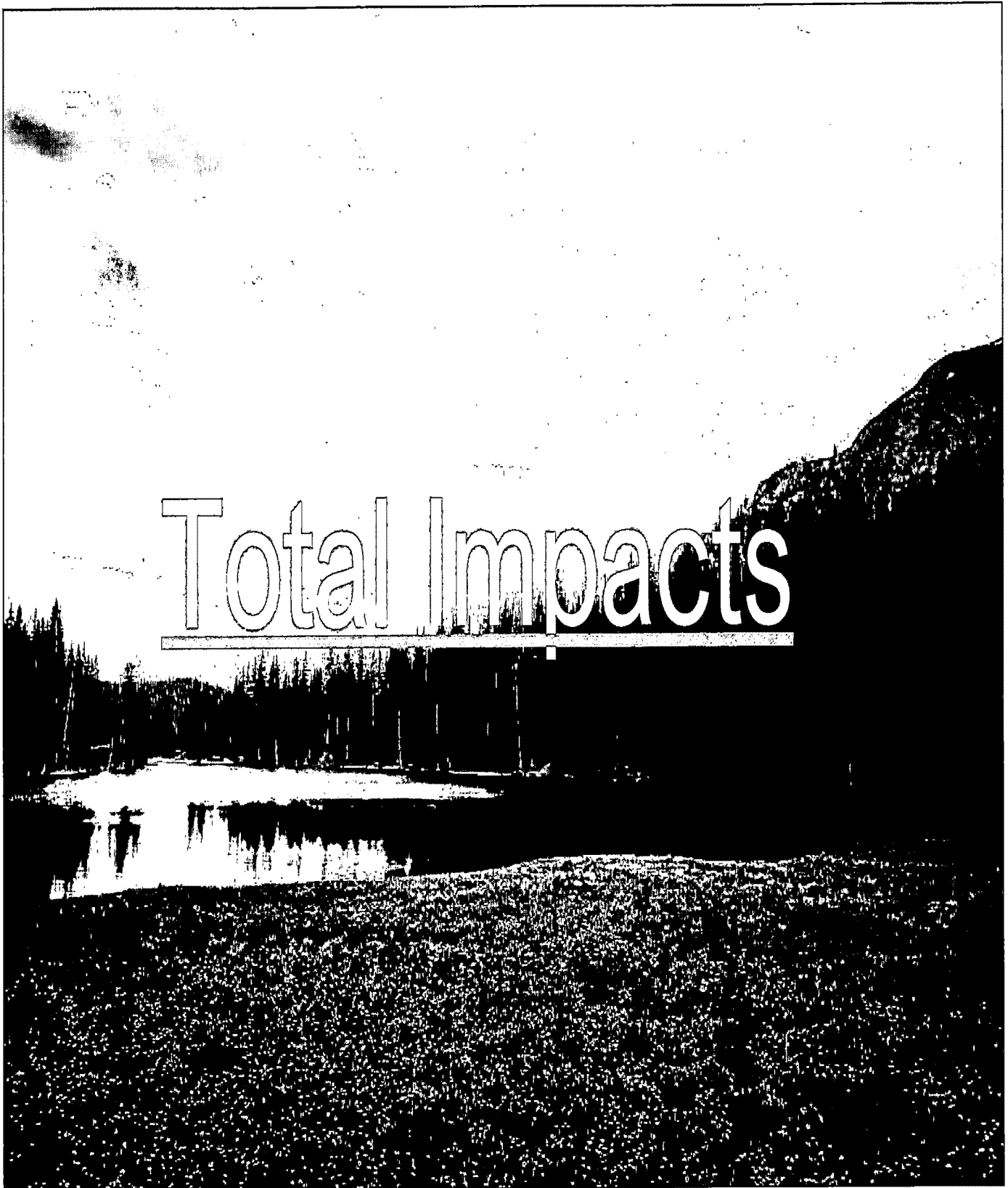
Most projects produce a growth in population and/or a growth in the workforce in a City, County and the State of New Mexico. All growth comes at a cost, the additional economic activity and population growth stimulated by the project will generate additional costs in terms of providing basic infrastructure (roads and utilities) and public services (including public safety and schools). For example, if the applicant hires employees from outside the State, County and City, those workers who end up relocating their residence to within one or all of those areas, the population for which the government must provide services also increases. The costs associated with the expansion are broken down into two categories: 1) New residents to the State, County and City. 2) New Mexican residents hired to work for the company. The analysis assumes that all workers will live in the area of the expansion.

Description of the Company:

0

Description of the Project:

828 Productions is looking to develop multiple stages and postproduction facilities in the Las Cruces area. This will be a combination of productions and permanent full-time positions dedicated to post and pre-production.



Fiscal Impact of Existing and Expanded Operations Over the Next Ten Years

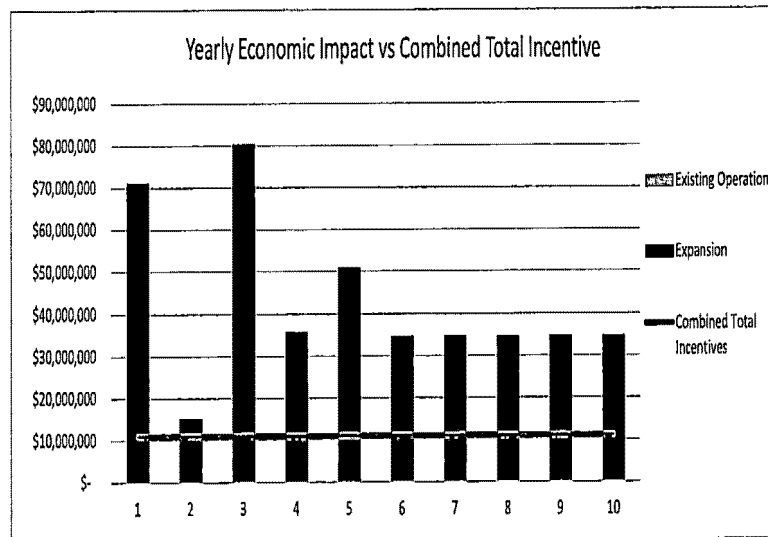
Cumulative Net Benefits					
	Existing Operations	Expansion	Existing & Expanded Operations	Present Value of Net Benefits*	
State of New Mexico	\$ -	\$ 18,050,424	\$ 18,050,424	\$	15,061,099
County	\$ -	\$ 7,642,060	\$ 7,642,060	\$	6,243,473
City	\$ -	\$ 10,567,772	\$ 10,567,772	\$	8,899,565
School District	\$ -	\$ 4,202,609	\$ 4,202,609	\$	3,306,051
Special Taxing District	\$ -	\$ 830,883	\$ 830,883	\$	653,628
Total	\$ -	\$ 41,293,749	\$ 41,293,749	\$	34,163,816

* The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

** In the cumulative net benefits of the existing and expanded operations for the State of New Mexico, corporate income tax has been removed from the existing operations total to avoid double counting.

Total Economic Impact

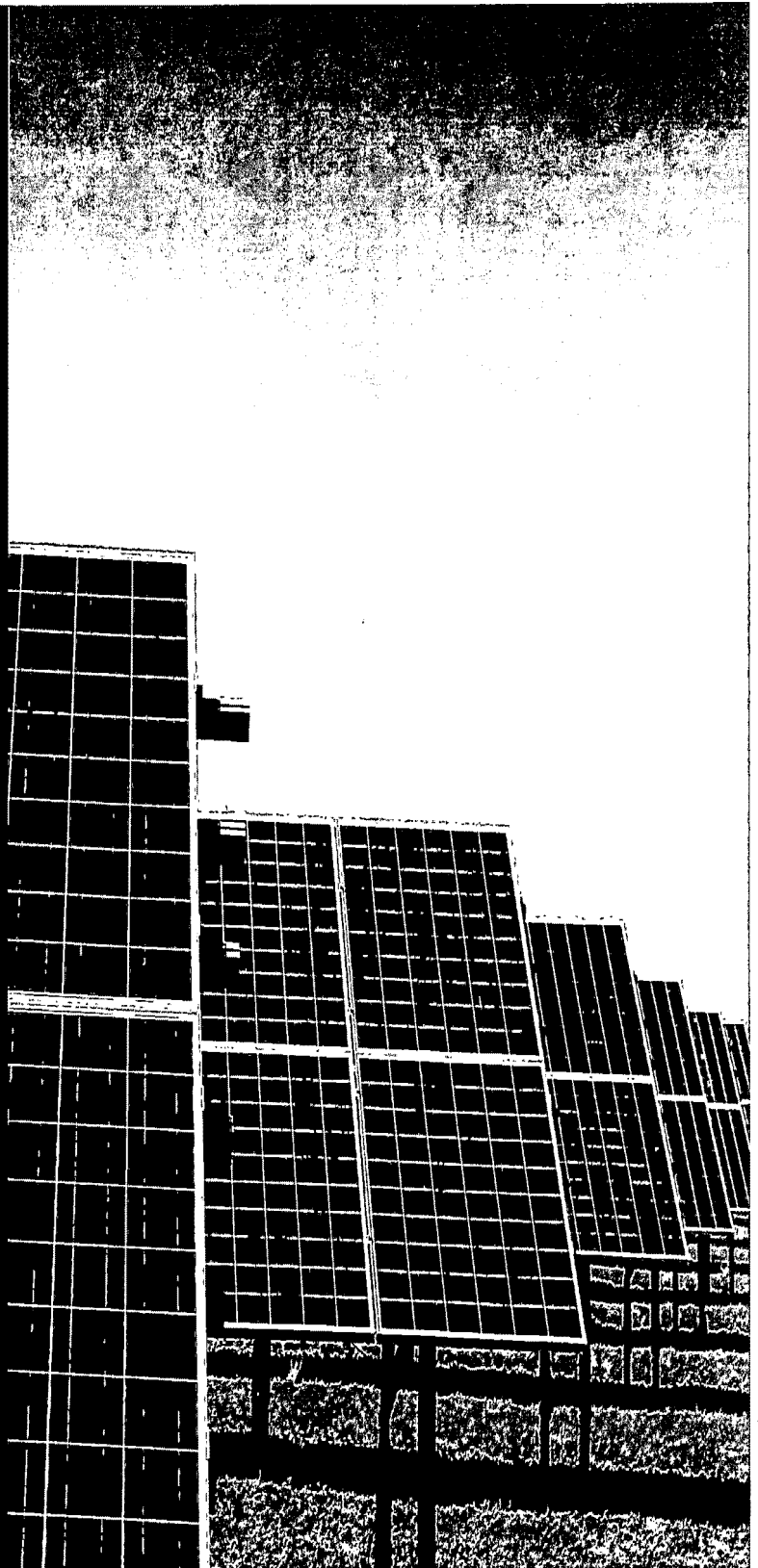
	Total
Estimated Economic Impact Over 10 Years:	\$ 424,743,368
Combined Total Incentive Over 10 Years:	\$ 10,994,818
Economic Impact Rate of Return:	3,763%

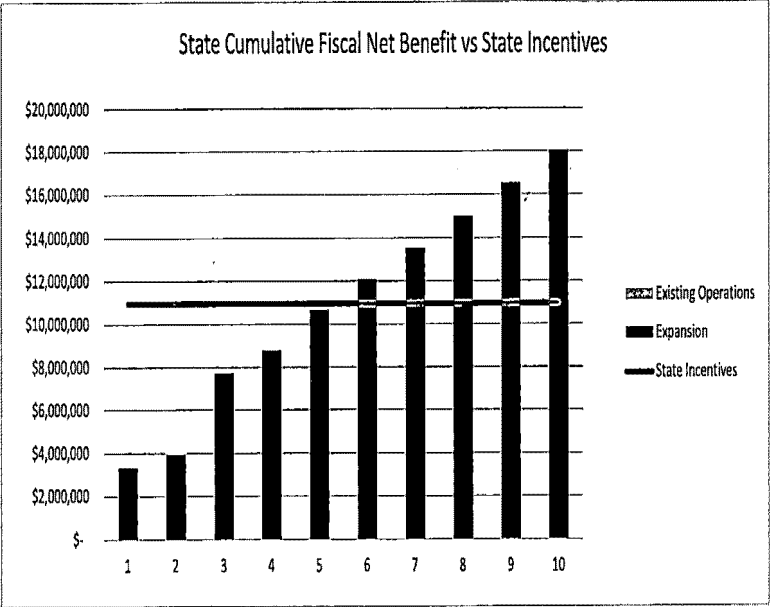


Workers and New Residents over 10 years

	Direct	Indirect and Induced
Number of Jobs Created:	335	177
Estimated Number of Construction Workers:	1002	
Estimated Number of New Residents to the State:	0	
Estimated Number of New Residents to the County:	0	
Estimated Number of New Residents to the City:	0	

State Impacts





Incentives

Total State Incentive:	\$	10,994,818
State Incentive Per Job:	\$	32,820

Combined Payback and Return

State Payback Period Combined:	5.24 Years
State Rate of Return Combined:	37%

Expansion Only Payback and Return

State Payback Period Expansion:	5.24 Years
State Rate of Return Expansion:	37%

State Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ -	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	\$ -
7	\$ -	\$ -	\$ -	\$ -
8	\$ -	\$ -	\$ -	\$ -
9	\$ -	\$ -	\$ -	\$ -
10	\$ -	\$ -	\$ -	\$ -

State Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 3,348,162	\$ -	\$ 3,348,162	\$ 3,348,162
2	\$ 608,048	\$ -	\$ 608,048	\$ 3,956,211
3	\$ 3,791,510	\$ -	\$ 3,791,510	\$ 7,747,721
4	\$ 1,041,353	\$ -	\$ 1,041,353	\$ 8,789,073
5	\$ 1,861,537	\$ -	\$ 1,861,537	\$ 10,650,611
6	\$ 1,436,182	\$ -	\$ 1,436,182	\$ 12,086,792
7	\$ 1,457,746	\$ -	\$ 1,457,746	\$ 13,544,538
8	\$ 1,479,634	\$ -	\$ 1,479,634	\$ 15,024,172
9	\$ 1,501,851	\$ -	\$ 1,501,851	\$ 16,526,023
10	\$ 1,524,401	\$ -	\$ 1,524,401	\$ 18,050,424

State Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 3,348,162	\$ -	\$ 3,348,162	\$ 3,348,162
2	\$ 608,048	\$ -	\$ 608,048	\$ 3,956,211
3	\$ 3,791,510	\$ -	\$ 3,791,510	\$ 7,747,721
4	\$ 1,041,353	\$ -	\$ 1,041,353	\$ 8,789,073
5	\$ 1,861,537	\$ -	\$ 1,861,537	\$ 10,650,611
6	\$ 1,436,182	\$ -	\$ 1,436,182	\$ 12,086,792
7	\$ 1,457,746	\$ -	\$ 1,457,746	\$ 13,544,538
8	\$ 1,479,634	\$ -	\$ 1,479,634	\$ 15,024,172
9	\$ 1,501,851	\$ -	\$ 1,501,851	\$ 16,526,023
10	\$ 1,524,401	\$ -	\$ 1,524,401	\$ 18,050,424

State Breakdown of Combined Benefits, Costs, and Net Benefits
Over the Next 10 Years

Taxes and Revenue

Gross Receipt Taxes	\$ 8,355,193
Personal Income Taxes	\$ 9,695,231
Corporate Income Taxes	\$ -
Misc. Taxes and Revenue	\$ -
Subtotal of Benefits	\$ 18,050,424

Costs

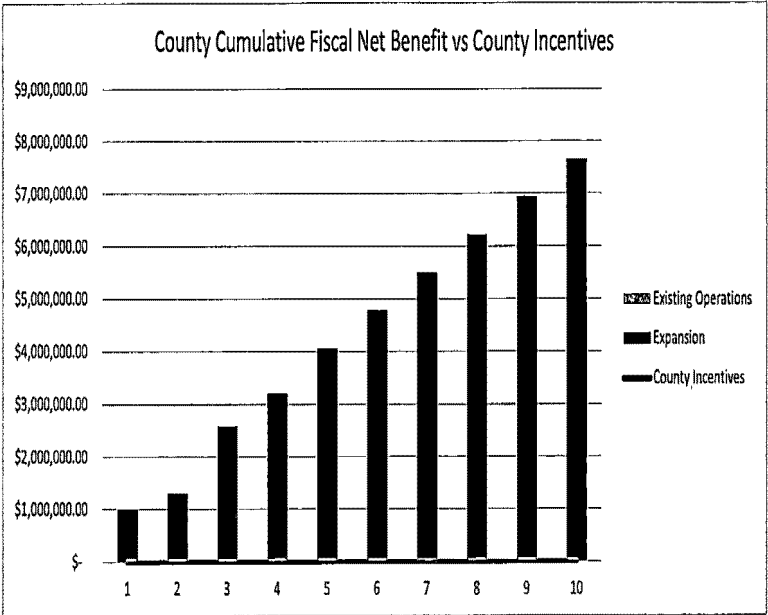
Costs	\$ -
Subtotal of Costs	\$ -

Net Benefits

Net Benefits	\$ 18,050,424
Present Value	\$ 15,061,099

County Impacts





Incentives

Total County Incentive:	\$	-
County Incentive Per Job:	\$	-

Combined Payback and Return

County Payback Period Combined:	-	Years
County Rate of Return Combined:	N/A	

Expansion Only Payback and Return

County Payback Period Expansion:	-	Years
County Rate of Return Expansion:	N/A	

County Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ -	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	\$ -
7	\$ -	\$ -	\$ -	\$ -
8	\$ -	\$ -	\$ -	\$ -
9	\$ -	\$ -	\$ -	\$ -
10	\$ -	\$ -	\$ -	\$ -

County Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 1,000,293	\$ -	\$ 1,000,293	\$ 1,000,293
2	\$ 300,654	\$ -	\$ 300,654	\$ 1,300,946
3	\$ 1,280,261	\$ -	\$ 1,280,261	\$ 2,581,207
4	\$ 619,670	\$ -	\$ 619,670	\$ 3,200,877
5	\$ 860,723	\$ -	\$ 860,723	\$ 4,061,600
6	\$ 725,341	\$ -	\$ 725,341	\$ 4,786,941
7	\$ 720,495	\$ -	\$ 720,495	\$ 5,507,436
8	\$ 715,868	\$ -	\$ 715,868	\$ 6,223,304
9	\$ 711,465	\$ -	\$ 711,465	\$ 6,934,769
10	\$ 707,291	\$ -	\$ 707,291	\$ 7,642,060

County Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 1,000,293	\$ -	\$ 1,000,293	\$ 1,000,293
2	\$ 300,654	\$ -	\$ 300,654	\$ 1,300,946
3	\$ 1,280,261	\$ -	\$ 1,280,261	\$ 2,581,207
4	\$ 619,670	\$ -	\$ 619,670	\$ 3,200,877
5	\$ 860,723	\$ -	\$ 860,723	\$ 4,061,600
6	\$ 725,341	\$ -	\$ 725,341	\$ 4,786,941
7	\$ 720,495	\$ -	\$ 720,495	\$ 5,507,436
8	\$ 715,868	\$ -	\$ 715,868	\$ 6,223,304
9	\$ 711,465	\$ -	\$ 711,465	\$ 6,934,769
10	\$ 707,291	\$ -	\$ 707,291	\$ 7,642,060

County Breakdown of Combined Benefits, Costs, and Net Benefits
Over the Next 10 Years

Taxes and Revenue

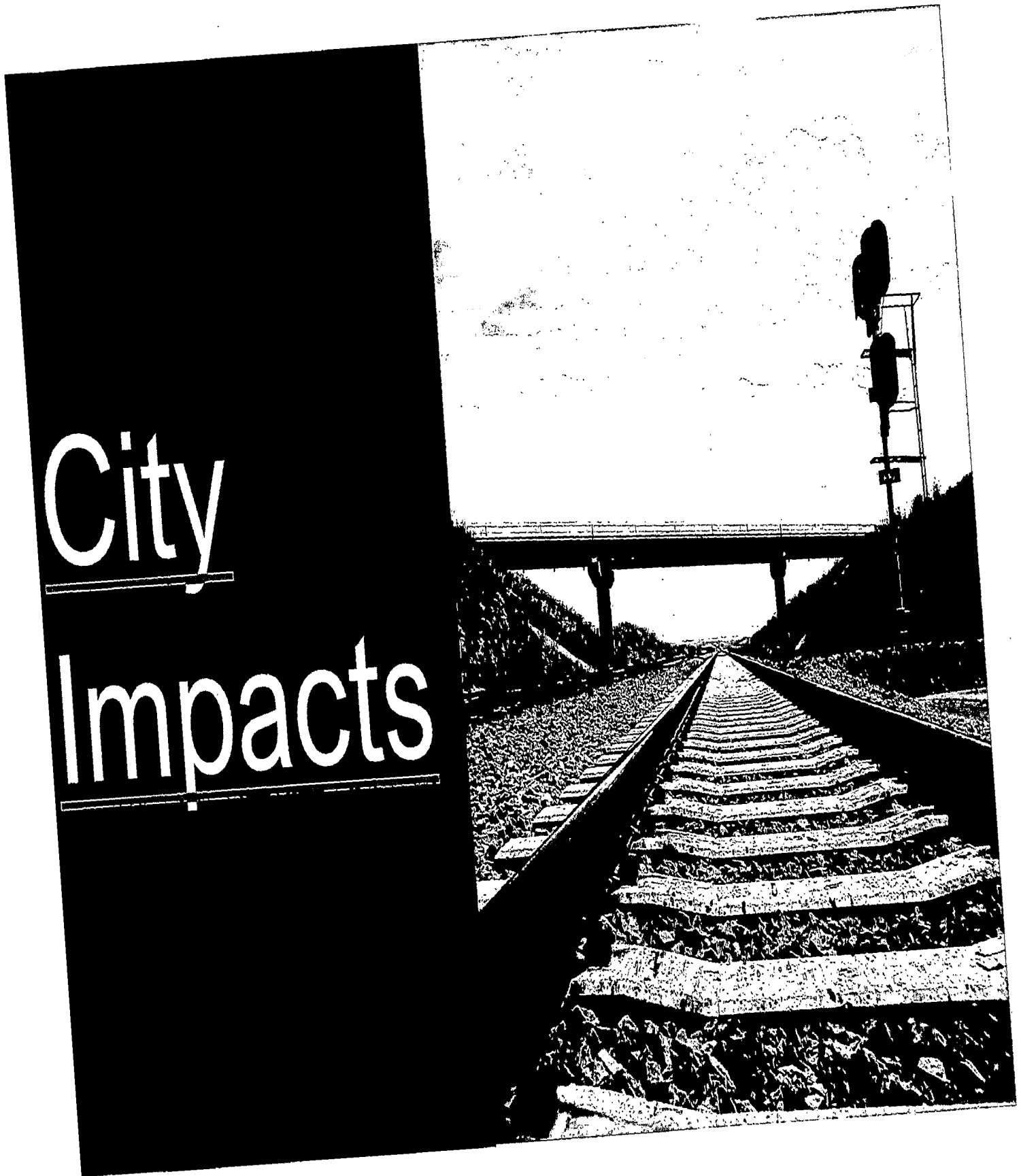
Gross Receipt Taxes	\$ 2,677,947
Misc. Taxes and Revenue	\$ -
Property Taxes	\$ 4,964,113
Subtotal of Benefits	\$ 7,642,060

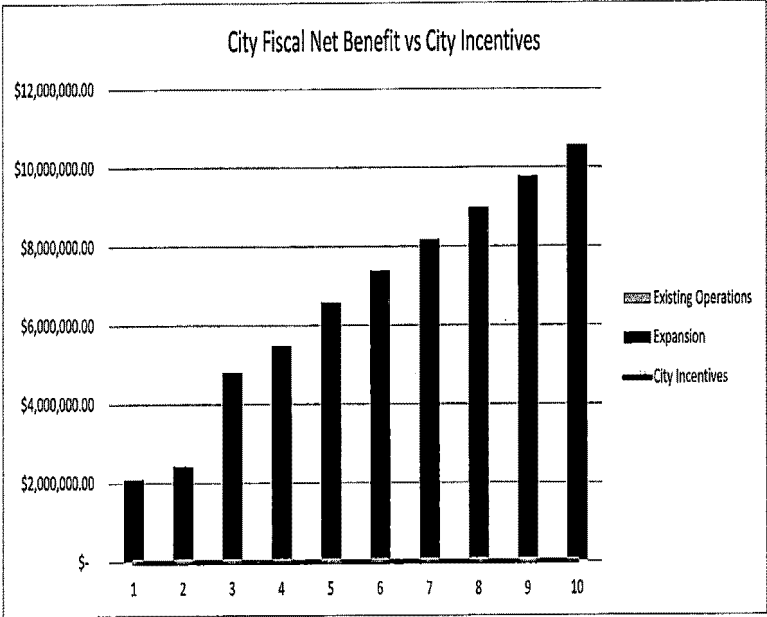
Costs

Costs	\$ -
Subtotal of Costs	\$ -

Net Benefits

Net Benefits	\$ 7,642,060
Present Value	\$ 6,243,473





Incentives

Total City Incentive:	\$	-
City Incentive Per Job:	\$	-

Combined Payback and Return

City Payback Period Combined:	-	Years
City Rate of Return Combined:	N/A	

Expansion Only Payback and Return

City Payback Period Expansion:	-	Years
City Rate of Return Expansion:	N/A	

City Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ -	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	\$ -
7	\$ -	\$ -	\$ -	\$ -
8	\$ -	\$ -	\$ -	\$ -
9	\$ -	\$ -	\$ -	\$ -
10	\$ -	\$ -	\$ -	\$ -

City Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 2,101,596	\$ -	\$ 2,101,596	\$ 2,101,596
2	\$ 332,213	\$ -	\$ 332,213	\$ 2,433,809
3	\$ 2,389,140	\$ -	\$ 2,389,140	\$ 4,822,949
4	\$ 647,923	\$ -	\$ 647,923	\$ 5,470,872
5	\$ 1,124,271	\$ -	\$ 1,124,271	\$ 6,595,143
6	\$ 794,255	\$ -	\$ 794,255	\$ 7,389,398
7	\$ 794,166	\$ -	\$ 794,166	\$ 8,183,565
8	\$ 794,300	\$ -	\$ 794,300	\$ 8,977,864
9	\$ 794,659	\$ -	\$ 794,659	\$ 9,772,523
10	\$ 795,249	\$ -	\$ 795,249	\$ 10,567,772

City Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 2,101,596	\$ -	\$ 2,101,596	\$ 2,101,596
2	\$ 332,213	\$ -	\$ 332,213	\$ 2,433,809
3	\$ 2,389,140	\$ -	\$ 2,389,140	\$ 4,822,949
4	\$ 647,923	\$ -	\$ 647,923	\$ 5,470,872
5	\$ 1,124,271	\$ -	\$ 1,124,271	\$ 6,595,143
6	\$ 794,255	\$ -	\$ 794,255	\$ 7,389,398
7	\$ 794,166	\$ -	\$ 794,166	\$ 8,183,565
8	\$ 794,300	\$ -	\$ 794,300	\$ 8,977,864
9	\$ 794,659	\$ -	\$ 794,659	\$ 9,772,523
10	\$ 795,249	\$ -	\$ 795,249	\$ 10,567,772

City Breakdown of Combined Benefits, Costs, and Net Benefits
Over the Next 10 Years

Taxes and Revenue

Gross Receipt Taxes	\$ 6,775,205
Misc. Taxes and Revenue	\$ -
Property Taxes	\$ 3,792,568
Subtotal of Benefits	\$ 10,567,772

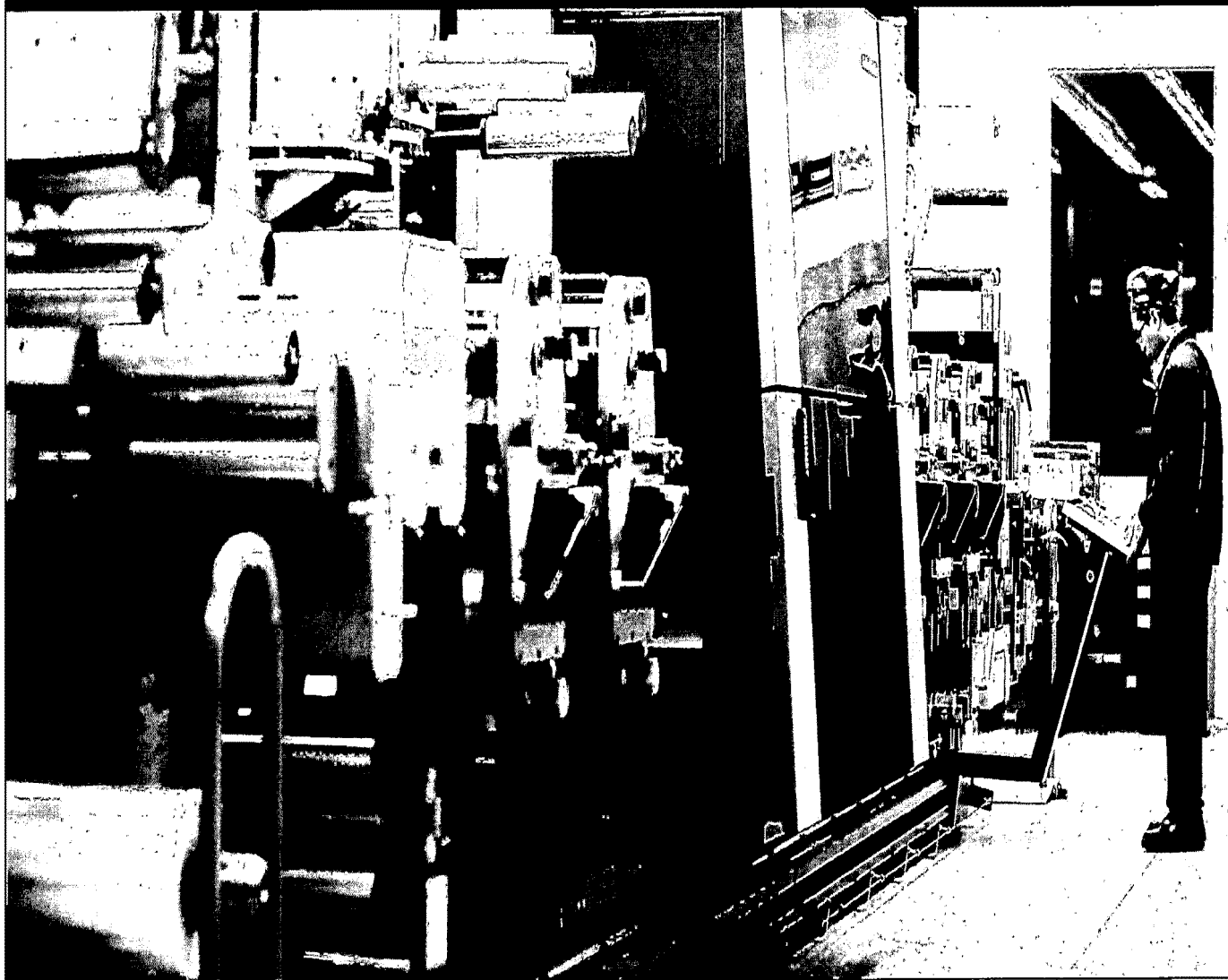
Costs

Costs	\$ -
Subtotal of Costs	\$ -

Net Benefits

Net Benefits	\$ 10,567,772
Present Value	\$ 8,899,565

Special Taxing District and Public Schools



Special Taxing District

Special Taxing District Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ -	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	\$ -
7	\$ -	\$ -	\$ -	\$ -
8	\$ -	\$ -	\$ -	\$ -
9	\$ -	\$ -	\$ -	\$ -
10	\$ -	\$ -	\$ -	\$ -

Special District Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 40,673	\$ -	\$ 40,673	\$ 40,673
2	\$ 40,607	\$ -	\$ 40,607	\$ 81,280
3	\$ 80,554	\$ -	\$ 80,554	\$ 161,834
4	\$ 87,181	\$ -	\$ 87,181	\$ 249,014
5	\$ 99,835	\$ -	\$ 99,835	\$ 348,849
6	\$ 98,650	\$ -	\$ 98,650	\$ 447,500
7	\$ 97,497	\$ -	\$ 97,497	\$ 544,996
8	\$ 96,375	\$ -	\$ 96,375	\$ 641,371
9	\$ 95,285	\$ -	\$ 95,285	\$ 736,656
10	\$ 94,228	\$ -	\$ 94,228	\$ 830,883

Special District Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 40,673	\$ -	\$ 40,673	\$ 40,673
2	\$ 40,607	\$ -	\$ 40,607	\$ 81,280
3	\$ 80,554	\$ -	\$ 80,554	\$ 161,834
4	\$ 87,181	\$ -	\$ 87,181	\$ 249,014
5	\$ 99,835	\$ -	\$ 99,835	\$ 348,849
6	\$ 98,650	\$ -	\$ 98,650	\$ 447,500
7	\$ 97,497	\$ -	\$ 97,497	\$ 544,996
8	\$ 96,375	\$ -	\$ 96,375	\$ 641,371
9	\$ 95,285	\$ -	\$ 95,285	\$ 736,656
10	\$ 94,228	\$ -	\$ 94,228	\$ 830,883

Public Schools

Public Schools Net Benefits of Current Operations

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	-	\$	-	\$	-	\$ -
2	\$	-	\$	-	\$	-	\$ -
3	\$	-	\$	-	\$	-	\$ -
4	\$	-	\$	-	\$	-	\$ -
5	\$	-	\$	-	\$	-	\$ -
6	\$	-	\$	-	\$	-	\$ -
7	\$	-	\$	-	\$	-	\$ -
8	\$	-	\$	-	\$	-	\$ -
9	\$	-	\$	-	\$	-	\$ -
10	\$	-	\$	-	\$	-	\$ -

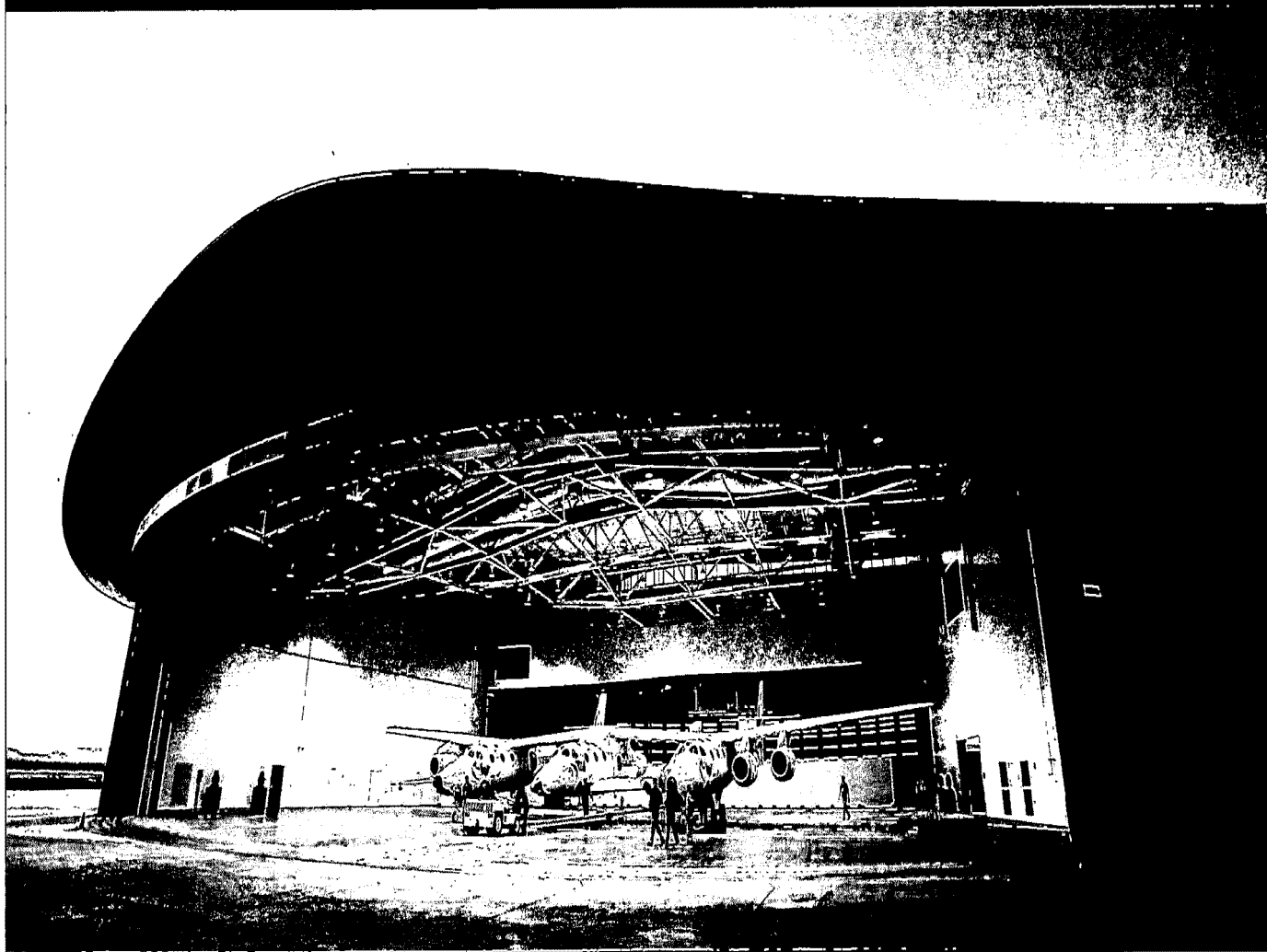
Public Schools Net Benefits of Expansion

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	205,726	\$	-	\$	205,726	\$ 205,726
2	\$	205,389	\$	-	\$	205,389	\$ 411,115
3	\$	407,440	\$	-	\$	407,440	\$ 818,555
4	\$	440,960	\$	-	\$	440,960	\$ 1,259,515
5	\$	504,965	\$	-	\$	504,965	\$ 1,764,480
6	\$	498,973	\$	-	\$	498,973	\$ 2,263,453
7	\$	493,138	\$	-	\$	493,138	\$ 2,756,592
8	\$	487,463	\$	-	\$	487,463	\$ 3,244,054
9	\$	481,950	\$	-	\$	481,950	\$ 3,726,004
10	\$	476,604	\$	-	\$	476,604	\$ 4,202,609

Public Schools Combined Net Benefits

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	205,726	\$	-	\$	205,726	\$ 205,726
2	\$	205,389	\$	-	\$	205,389	\$ 411,115
3	\$	407,440	\$	-	\$	407,440	\$ 818,555
4	\$	440,960	\$	-	\$	440,960	\$ 1,259,515
5	\$	504,965	\$	-	\$	504,965	\$ 1,764,480
6	\$	498,973	\$	-	\$	498,973	\$ 2,263,453
7	\$	493,138	\$	-	\$	493,138	\$ 2,756,592
8	\$	487,463	\$	-	\$	487,463	\$ 3,244,054
9	\$	481,950	\$	-	\$	481,950	\$ 3,726,004
10	\$	476,604	\$	-	\$	476,604	\$ 4,202,609

Property Tax Exemptions and Industrial Revenue Bonds



Property Tax Exemptions and Industrial Revenue Bonds ¹

The City and/or the County is considering abating taxes on the Project's property. Below is a table that identifies the types of property that are under consideration for property tax abatement:

Land:	No
Building and Property Improvements:	No
Furniture, Fixtures and Equipment:	No

Property Tax Percentage Exemptions On Land and Building

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Property Tax Percentage Exemptions On Furniture, Fixtures and Equipment

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Value of Exemption

Through 10 Years: \$ - \$ - \$ - \$ -

*Value of Payment in

Lieu of Taxes

Through 10 Years: \$ - \$ - \$ - \$ -

*The model assumes that the payment in lieu of taxes will be administered to the either the county or city, and the local government will disperse the amounts to the appropriate districts.

Percentage of Gross Receipt Taxes Foregone on Newly Purchased Furniture, Fixtures and Equipment Over 10 Years

Year	State	County	City
1	0%	0%	0%
2	0%	0%	0%
3	0%	0%	0%
4	0%	0%	0%
5	0%	0%	0%
6	0%	0%	0%
7	0%	0%	0%
8	0%	0%	0%
9	0%	0%	0%
10	0%	0%	0%
Value of Exemption			
Through 10 Years:	\$ -	\$ -	\$ -

Las Cruces Sun News.

PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005614789

This is not an invoice

CITY OF LAS CRUCES

PO BOX 20000

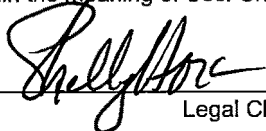
ATTN: CITY CLERK'S OFFICE

LAS CRUCES, NM 88004-9002

I, a legal clerk of the **Las Cruces Sun News**, a newspaper published daily at the county of Dona Ana, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

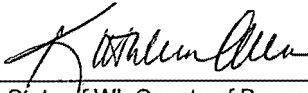
03/05/2023

Despondent further states this newspaper is duly qualified to publish legal notice or advertisements within the meaning of Sec. Chapter 167, Laws of 1937.



Legal Clerk

Subscribed and sworn before me this March 5, 2023:



State of WI, County of Brown
NOTARY PUBLIC

1-7-25

My commission expires

NOTICE OF INTENT TO ADOPT

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Its Intent to Adopt the Following Ordinance(s) at the Regular City Council Meeting Held on March 6, 2023:

Council Bill No. 23-022; Ordinance No. 3028: An Ordinance Supporting Investment of \$897,596 in an Economic Development Project in Accordance with the City of Las Cruces Local Economic Development Plan, Authorizing a Project Participation Agreement Between the City and 828 Productions, LLC., and Entering into an Agreement to Serve as Fiscal Agent for the State of New Mexico's Participation Not to Exceed \$3,000,000 in the Project.

Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 28th day of February, 2023.

Christine Rivera, CMC
City Clerk

5614789, Sun-News, March 5, 2023

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad # 0005614789

PO #: Council Bill No. 23-022; Ordinance No.

3028 Affidavits 1

Legal Advertising Affidavit

Richard Coltharp, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

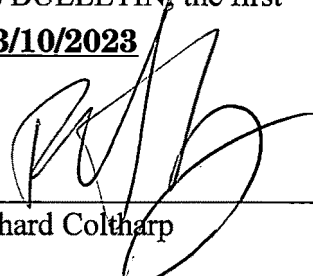
City of Las Cruces Attorney

In the matter of:

Notice of Intent to Adopt

Council Bill No. 23-022; Ordinance No. 3028:

In accordance with the laws of the State of New Mexico, the attached was published in its entirety **1** time(s) in the Las Cruces BULLETIN, the first publication date being **03/10/2023**


Richard Coltharp

Sworn to and subscribed
before me this day **03/10/2023**
in the

CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO


Notary Public

MARGARET ANN ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION # 1138740
COMMISSION EXPIRES: 09-09-2026

Advertising Costs: \$50.49

NOTICE OF INTENT TO ADOPT

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Its Intent to Adopt the Following Ordinance(s) at the Regular City Council Meeting Held on March 6, 2023: Council Bill No. 23-022; Ordinance No. 3028: An Ordinance Supporting Investment of \$897,596 in an Economic Development Project in Accordance with the City of Las Cruces Local Economic Development Plan, Authorizing a Project Participation Agreement Between the City and 828 Productions, LLC., and Entering into an Agreement to Serve as Fiscal Agent for the State of New Mexico's Participation Not to Exceed \$3,000,000 in the Project. Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 28th day of February, 2023. Christine Rivera, CMC City Clerk
Dates: 03/10, 2023

Las Cruces Sun News.

PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005638953

This is not an invoice

CITY OF LAS CRUCES

PO BOX 20000

ATTN: CITY CLERK'S OFFICE

LAS CRUCES, NM 88004-9002

NOTICE OF ADOPTION

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Its Adoption of the Following Ordinance(s) at the Regular City Council Meeting Held on March 6, 2023:

Council Bill No. 23-022; Ordinance No. 3028: An Ordinance Supporting Investment of \$897,596 in an Economic Development Project in Accordance with the City of Las Cruces Local Economic Development Plan, Authorizing a Project Participation Agreement Between the City and 828 Productions, LLC., and Entering into an Agreement to Serve as Fiscal Agent for the State of New Mexico's Participation Not to Exceed \$3,000,000 in the Project.

Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 21st day of March, 2023.

Christine Rivera, CMC
City Clerk
#5638953, Sun-News, March 26th 2023

I, a legal clerk of the Las Cruces Sun News, a newspaper published daily at the county of Dona Ana, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

03/26/2023

Despondent further states this newspaper is duly qualified to publish legal notice or advertisements within the meaning of Sec. Chapter 167, Laws of 1937.

[Signature]

Legal Clerk

Subscribed and sworn before me this March 26, 2023:

[Signature]
State of WI, County of Brown
NOTARY PUBLIC

91925

My commission expires

VICKY FELTY
Notary Public
State of Wisconsin

Ad # 0005638953

PO #: 3/6 Meeting

of Affidavits 1

This is not an invoice

Legal Advertising Affidavit

Richard Coltharp, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

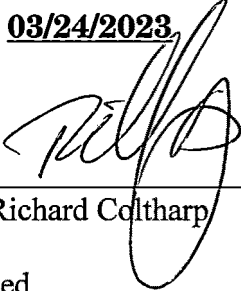
City of Las Cruces Attorney

In the matter of:

Notice of Adoption

Council Bill No. 23-022; Ordinance No. 3028:

In accordance with the laws of the State of New Mexico, the attached was published in its entirety 1 time(s) in the Las Cruces BULLETIN, the first publication date being **03/24/2023**.


Richard Coltharp

Sworn to and subscribed
before me this day **03/24/2023**
in the

CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO


Notary Public

MARGARET ANN ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION # 1138740
COMMISSION EXPIRES: 09-09-2026

Advertising Costs: \$48.84

**NOTICE OF
ADOPTION**

The City Council
of the City of Las
Cruces, New Mexico,
Hereby Gives Notice
of Its Adoption
of the Following
Ordinance(s) at the
Regular City Council
Meeting Held on
March 6, 2023:
Council Bill No. 23-
022; Ordinance No.
3028: An Ordinance
Supporting Invest-
ment of \$897,596
in an Economic
Development Project
in Accordance with
the City of Las
Cruces Local Eco-
nomic Development
Plan, Authorizing
a Project Partici-
pation Agreement
Between the City
and 828 Productions,
LLC., and Entering
into an Agreement
to Serve as Fiscal
Agent for the State
of New Mexico's
Participation Not to
Exceed \$3,000,000 in
the Project. Copies
Are Available for
Inspection During
Working Hours at
the Office of the City
Clerk. Witness My
Hand and Seal of the
City of Las Cruces on
this the 21st day of
March, 2023.
Christine Rivera,
CMC City Clerk
Dates: 03/24, 2023

ORDINANCE 3054; COUNCIL BILL 24-012

AN ORDINANCE AMENDING ORDINANCE NO. 3028, UPDATING THE PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., TO ADD AN ADDITIONAL \$2,800,000 TO GO TOWARDS RENOVATIONS OF MULTIPLE FACILITIES.

The City Council is informed that:

WHEREAS, on March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance; and

WHEREAS, the ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference; and

WHEREAS, the PPA was based on a preliminary project schedule to designate \$897,596 for cinematic infrastructure through capital outlay funds; and

WHEREAS, the purpose of this amendment is to designate an additional \$2,800,000 the City has set aside for cinematic infrastructure; and

WHEREAS, 828 Productions, LLC., will be investing approximately \$75,000,000 and plan to hire 100 full-time persons; and

WHEREAS, 828 Productions, LLC., has purchased multiple facilities within Las Cruces which these funds will be going towards to renovate the different facilities tied to cinematic infrastructure.

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

(I)

THAT the City hereby enters into an amended Project Participation Agreement, as shown in Exhibit "A" attached hereto and made part of this Ordinance, with 828 Productions, LLC., subject to the requirements of LEDA and the adopted LEDA Plan of the City, for the additional \$2,800,000 in investment in the project.

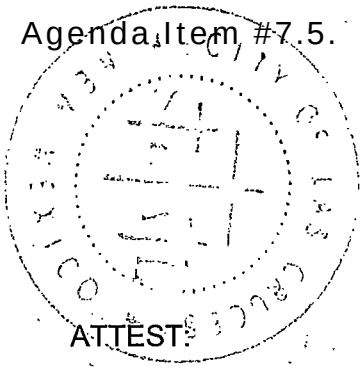
(II)

THAT other than the amount of funds the City will be providing towards the project, all other terms and conditions remain unchanged.

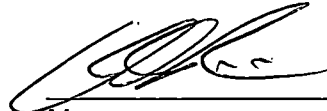
(III)

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

DONE AND APPROVED this 18 day of December 2023

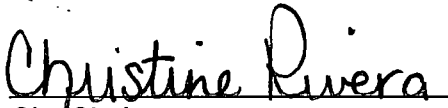


APPROVED



Mayor

ATTEST:



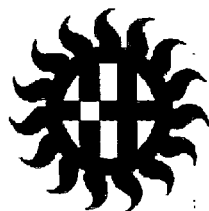
City Clerk

Moved by: Tessa Abeyta

Seconded by: Becki Graham

AYES Kasandra Gandara, Ken Miyagishima, Yvonne Flores, Johana Bencomo, Becki Graham,
Tessa Abeyta

NAYS

**3054; Council
Bill 24-012**


City Council Action and Executive Summary

Type of Action:
☐ Resolution

☒ Ordinance

☐ TIDD Resolution

District:	☒ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A
1st Reading:	December 4, 2023
Drafter:	Chris Faivre
Program:	Business Development
Adopted:	December 18, 2023
Department:	Economic Development
Line of Business:	Business Development

Title:	AN ORDINANCE AMENDING ORDINANCE NO. 3028, UPDATING THE PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., TO ADD AN ADDITIONAL \$2,800,000 TO GO TOWARDS RENOVATIONS OF MULTIPLE FACILITIES.
---------------	--

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

PURPOSE(S) OF ACTION:

To amend Ordinance No. 3028 and update the Project Participation Agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance. The ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference.

The PPA was based on a preliminary project schedule to designate \$897,596 for cinematic infrastructure through capital outlay funds. The purpose of this amendment is to assign the additional \$2,800,000 in Hold Harmless funds that the City designated in 2015 for the specific and sole purpose of cinematic infrastructure. These funds cannot be used for any other purpose and must be spent on the establishment of cinematic infrastructure in Las Cruces.

828 Productions, LLC., will be investing approximately \$75,000,000 and plans to hire 100 full-time persons. They have purchased multiple facilities within Las Cruces which these funds will be going towards to renovate. Details of the proposed use of the different facilities and a breakdown of renovations can be found in Exhibit "A".

Other than the amount of funds the City will be providing towards the project, all other terms and conditions remain unchanged.

SUPPORT INFORMATION:

Exhibit "A" 828 LEDA Amendment

Attachment "A" LEDA Application

Attachment "B" Executive Summary

Attachment "C" Inter Governmental Agreement

Attachment "D" Project Participation Agreement

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: 3,000,000

AVAILABLE AMOUNT:
3,000,000

EXPENDITURE AMOUNT:
2,800,000

Funding Source(s):

Fund 2100 - Org 20247001 - Obj 721080 - project 23828

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes", this will approve the Ordinance amendment and authorize the City to provide additional local LEDA funding to 828 Productions, LLC.
2. Vote "No", this will not approve the Ordinance amendment and authorize the City to provide additional local LEDA funding to 828 Productions, LLC.
3. Vote to "Amend", this could delay the Ordinance amendment and would require City Council to provide direction to staff.
4. Vote to "Table", this would delay the Ordinance amendment and require City Council to provide direction to staff.

REFERENCE INFORMATION:

Ordinance No. 3028

Exhibit A

**Amendment to Agreement for LEDA Project as established by City of Las Cruces
Ordinance No. 3028 approving the 828 Productions, LLC., Economic Development Project.**

On March 20, 2023, the governing body of the City of Las Cruces approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance. The ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made part thereof by reference.

The PPA was based on a preliminary project schedule to designate \$897,596 for cinematic infrastructure through capital outlay funds. The purpose of this amendment is to designate an additional \$2,800,000 the City has set aside for cinematic infrastructure.

828 Productions, LLC., has purchased multiple facilities within Las Cruces which these funds will be going towards to renovate. A description of each property and their proposed uses can be found in Attachment A. They will be investing approximately \$75,000,000 on these facilities and plan to hire 100 full-time persons. The funds designated for this amendment will be put towards the facility improvements, including:

<i>City of Las Cruces LEDA Disbursement Schedule</i>		
<i>Tranche</i>	<i>Amount of Local Contribution Available for Disbursement/Tranche</i>	<i>Disbursement Performance Milestone</i>
1	\$1,718,000*	Renovations to 1053 Hayner Ave.**
2	\$702,000*	Renovations to 106 S. Miranda**
3	\$240,000*	Renovations to 100 S. Church**
4	\$138,000*	Renovations to 300 S. Compress**
*For detailed fund breakdown of renovations, please see Cinematic Infrastructure Funds Expenditure List		
**For a facility breakdown, please see Facility Overview		

Other than the amount of funds the City will be providing towards the project, all other terms and conditions remain unchanged. This amendment is only for the City of Las Cruces' contribution, the State of New Mexico's contribution is unchanged.

Amendment accepted and acknowledged:

Ifo Pili

City of Las Cruces City Manager

Todd Lundbohm, CEO

828 Productions, LLC.

828 PRODUCTIONS

RE: Jonathon Sepp
106 S. Miranda Las Cruces, NM
575-323-1895

Cinematic Infrastructure Funds Expenditure List

Address	Facility / Facility Type	Cinematic Infrastructure	Additional Details
1053 Hayner Ave.	30,000sf Building	Consulting	Soundstage Management
			Engineering
			Construction
			Fire Safety
		Patch EXT Metal Siding	Create "Rat Holes"
			Patch holes
			Metal Art Installation
		Patch EXT Metal Roof	Patch Holes
			Exhaust Ports
			Cover Skylights
			Ensure Roof Is Waterproof
			Confirm Load Ratings
		INT Floor	Repair Cracks
			Resurface and Level
			Install Subfloor
			Confirm Load Ratings
			Ensure Load Ratings Match Needs of Production
		Interior Walls	Insulation
			Soundproofing
			Confirm Load Ratings
		INT Separating Wall	Seperate Stage From Mill
			Access Doors
			Sound Proofing
			Insulation
			Additional Doorways
		INT Separating Wall #2	Seperate Mill From Holding Area
			Additional Doorways
		Interior Electric	110v Access Through Building
			Transformer Maintenance
			Repair/Install Electrical Panels
		EXT Elephant Door #1	Repair Door
			Install New Trim

Exhibit A

				Install New Hardware
			EXT Elephant Door #2	
				Repair Door
				Install New Trim
				Install New Hardware
			EXT Elephant Door #3	
				Repair Door
				Install New Trim
				Install New Hardware
			EXT Doors	
				Repair/Replace Doors
				Repair/Replace Hardware
				Upgrade Locks
				Secure Access
			EXT Signage	
				Label & Mark All Entryways
				828 Logo on North and South Side of Building
			EXT Lighting	
				Install Work Lights
				Install Security Lights
			EXT Electric	
				Transformer Maintenance
				Repair/Install Electrical Panels
				Run Power to Lights & Signage
			HVAC	
				Heating & Cooling System/s
				Exhaust
			Plumbing	
				Fire Safety
				EXT Faucets
40,000sf Building	Patch EXT Metal Siding			
		Patch Holes		
		Repair Structural Damage		
	Patch EXT Metal Roof			
		Patch Holes		
		Ensure Roof is Waterproof		
	Entry Ways			
		Close Up Entry Ways		
	No Access Signs			
Water Tower				
	Three Sided 828 Logo			
	Signage Lighting			
Civil Engineering				
	Planning & Design			
	Amador Lot Grading			
	Drainage Throughout Property			
	Parking Lot Maintenance/Repair			
	Parking Additions			
	West Lot Grading			
	North Lot Grading			
	Road Maintenance/Repair			
	Solar Power			
	Above/Below Ground Utilities			
	Maintenance/Repair			
General Property				

			Planning & Design	
			Concrete/Trash Removal	
			Land Clearing	
			Dirt Work	
			Security	
			Utilities	
			Safety Measures	
		Fence, Wall, & Gate	Planning & Design	
			Fence Extensions	
			Fence Repairs	
			Gate Repairs	
			Additional Gates	
			Signage	
			Lighting/Electric	
			Privacy Walls	
		Consulting	Soundstage Management	
			Engineering	
			Construction	
			Fire Safety	
		Lease Reimbursements		
		1053 Hayner Ave. Submission 1a Total:		\$ 43,000.00
		1053 Hayner Ave. Submission 2a Total:		\$ 170,000.00
		1053 Hayner Ave. Submission 3a Total:		\$ 63,000.00
		1053 Hayner Ave. Submission 4a Total:		\$ 280,000.00
		1053 Hayner Ave. Submission 5a Total:		\$ 525,000.00
		1053 Hayner Ave. Submission 6a Total:		\$ 175,000.00
		1053 Hayner Ave. Submission 7a Total:		\$ 462,000.00
	106 S. Miranda	General Building	Planning & Design	
			HVAC	
				Heating & Cooling System/s
				Exhaust
			Solar Power	
				Solar System Installation
			Cleaning	
				Deep Clean Facility
			Security	
				Additional Security Cameras
				Additional Security Sound Devices
				Key Fob Maintenance/Repairs
				Alarm System Maintenance/Repairs
			Internet	
				High Speed Internet Access
			Landscaping	
				Landscape Improvements

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Exhibit A

		Repair/Maintenance
		Electric/Lighting
		Plumbing
		Fire Safety
		Security
		Flooring
		EXT Maintenance/Repair
		Signage
	Fence, Wall, & Gate	
		Planning & Design
		Fence Extensions
		Fence Repairs
		Gate Repairs
		Additional Gates
		Signage
		Lighting/Electric
		Privacy Walls
	Gin Building	
		Deep Clean
		Repair/Maintenance
		Security
		Fire Safety
		Signage
	General Property	
		Safety
		Clean
		Grading
		Security
		Utilities
		Landscaping
	Lease Reimbursements	
	300 S. Compress Submission 1d Total:	\$ 22,000.00
	300 S. Compress Submission 2d Total:	\$ 44,000.00
	300 S. Compress Submission 3d Total:	\$ 22,000.00
	300 S. Compress Submission 4d Total:	\$ 6,000.00
	300 S. Compress Submission 5d Total:	\$ 22,000.00
	300 S. Compress Submission 6d Total:	\$ 22,000.00
	300 S. Compress Submission 7d Total:	\$ -



Facility Overview

106 S. Miranda

Our 106 S. Miranda campus will be the hub of film production in Las Cruces. Internally and externally, this facility will provide the necessary space for administrative office and production support activity, as well as a filming destination and workforce development space.

The administrative office space of a film production company is a microcosm of the creative and collaborative process of filmmaking. It is a space where ideas are born, scripts are developed, budgets are created, and schedules are managed. It is also a space where the nuts and bolts of filmmaking are handled, such as development, sales, legal, and distribution.

The production office space of a film production company is a busy and vibrant place. It is a space where creative ideas are turned into reality, and where the magic of filmmaking happens.

The facility will be divided into several different workspaces, including:

- **Executive offices:** These are the offices of the company's top executives, such as the producer, director, screenwriter, and showrunner. They are typically spacious and well-appointed, with large desks, comfortable chairs, and plenty of meeting space.
- **Production offices:** These are the offices of the key members of the production team, such as the production manager, line producer, and various other departments. They are typically smaller and more utilitarian than the executive offices, but they are still comfortable and functional.
- **Accounting offices:** These are the offices where the finances are handled. They are typically located in a quiet area of the office space, away from the hustle and bustle of the production offices.
- **Conference rooms:** These are the rooms where meetings are held between executives, producers, and other members of the team. They are typically large enough to accommodate a group of people, and they are equipped with whiteboards, projectors, and other audiovisual equipment.
- **Soundstage:** This is a flex use space in a pre-existing auditorium where filming, training, and screening will occur.
- **Post-Production:** 828 Post-Production will supply the film and digital media industry with high-quality post-production and visual effects services, helping them to achieve their creative vision and deliver a finished product that meets or exceeds their expectations.
- **Vendor Incubator:** 828 Productions will provide space for film-specific vendors to be co-located with many of the 828 divisions and productions based out of this facility.

Exhibit A

828 Productions is actively coordinating numerous ways to interact and enhance the film and digital media training available through K-12 and post-secondary education in Las Cruces and Doña Ana County. For post-secondary education, this will include use of our auditorium (sanctuary) for lectures, guest speakers, hands-on exercises, and various other presentation formats. Students in K-12 will have the opportunity to tour our facility and participate in Internships through programs like the Doña Ana County Summer Internship. Post-secondary programs in southern New Mexico will have the opportunity to attend lectures, workshops, on-the-job training, and internships at this facility.

1053 Hayner Ave.

1053 Hayner Ave. will be home to 828 Production's first soundstage-specific construction. As we roll out our master plan for a complete overhaul of the site, 828 Productions will fill the construction timeline gap with a unique approach to a soundstage environment that will transition into mill and/or office space as the master plan comes to fruition. 828 Productions has contracted multiple experts to guide our phased approach that will allow us to capture additional production traffic immediately as construction rolls out over the course of multiple years. One of those experts is Rick Clemente, the previous studio operator and pioneer of i25 Studios (now Cinelease Studios), a previous microchip manufacturing facility.

300 S. Compress

As 828 Productions plans to focus the first phase of purpose-built soundstages, office space, and a warehouse retrofit on the 1053 Hayner Ave property, the property at 300 S. Compress will initially focus on ancillary services and needs for the 1053 Hayner Ave property. This will include additional office space, vehicle & trailer parking, vendor support, storage, and various other needs the film production campus may require.

100 S. Church

Located in the heart of Downtown Las Cruces, 100 S. Church will become a beehive of activity for office space tailored to production activity, vendor administrative services, and coworking space. Many of the office-supporting infrastructure listed under 106 S. Miranda will be available here.

The downtown location of the film production's office space provides a number of advantages. First, it is centrally located and easily accessible to clients, partners, and filming locations. Second, it is close to a variety of amenities, such as restaurants, shops, and public transportation. Third, it provides the company with a high-profile presence in the city's business district.

A studio apartment on the second floor will be tailored to hospitality for producers, directors, talent, and various other filmmakers providing them the best access to experience Downtown Las Cruces.

FY22 LEDA Application

Applicant	Todd Lundbohm
Applicant ID	APP-015963
Company Name	828 Studio NM, LLC 828 Productions LLC
Email	todd@828productions.com
Status	Submitted
Application Amount	\$0.00
Funded/Approved	☐
LEDA Starting Job Count	0
LEDA PPA Job Count Target	335

Contact Information**Question:** Legal Company Name

828 Productions LLC

Question: Trade Name (dba)

828 Productions LLC

Question: Project Name

828 Studios

Question: Company Street Address~~100 South Church Street~~ 106 S Miranda St**Question:** Company City

Las Cruces

Question: Company State

NM

Question: Company Zip

~~88004~~ 88005

Question: Phone

2089124075

Question: Website

<https://828productions.com/>

Question: Primary Contact Person First Name

Todd

Question: Primary Contact Person Last Name

Lundbohm

Question: Federal Tax ID #

83-2900195

Question: NM State Tax and Revenue (CRS) #

03568111000

Question: City/County Business License Registration will be pursued

☒ Yes

☐ No

Question: NAICS Code(s)

512199

Question: DUNS # (preferred but not required)

Applied For

Question: This Business is organized as a:

☐ C-Corporation

☐ S-Corporation

☒ LLC

☐ Partnership

☐ Sole Proprietorship

☐ B-Corporation

Question: Incorporation Papers

828 PRODUCTIONS, LLC - DE - FORMATION.pdf (9/17/2022, 11:10 AM)

Question: Resumes of all principals (owners, partners, directors or officers; required for businesses 1 year or younger)

Todd bio.pdf (9/17/2022, 11:13 AM)

SDenton Bio 12 6 21 v3.pdf (9/17/2022, 11:13 AM)

Mark Andrews Bio.pdf (9/17/2022, 11:13 AM)

Question: Company Contact for Project Administration (if different from above)

Christine Sheppard

Question: Title

Project Coordinator

Question: Telephone

~~5755206905~~ 575-323-1895

Question: Cell Phone

~~5755206905~~ 575-323-1895

Question: Email

csheppard@828productions.com

Project Information

Please include detailed information such as:

- Executive Summary; Business description and history
- Infrastructure Development/Needs
- Market analysis and strategy
- Summary of competition
- Tax Reporting Status
- Effect on Existing Industry and Commerce during and after Construction

- Land Acquisition
- Local Purchasing
- Water Conservation
- Relocation of Individuals or Businesses
- Construction Schedule
 - Target Close Date
 - General Contract Signed
 - Construction Start
 - Construction End
 - New Facility Operational Date
- Operations plan; Organizational chart
- Any document or record that the local governing body, in its sole discretion, deems necessary.

Question: Description of the Proposed Development, its product and its timeline.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the "Studio") as well as provide financing for independent films. Construction on the first phase of the project is anticipated to begin in Q4 of 2022 with an estimated construction period of 18 months. Employees started to be hired in May of 2022 and will continue for initial management employees. Start up hiring for the studio operation will begin six months prior to construction completion. The film financing operations are anticipated to begin in Q4 of 2022/ Q1 of 2023.

Question: Provide a detailed scope of work that is specific to the funding request/award and what the funds will be used for.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the "Studio") and will be managing the production of films in Las Cruces as well as in other locations. Over 100 employees in the next 6 years will be hired. The first phase of the studio will include 4 sound stages, office space, mill, etc. Funding will be used for construction as well as start-up payroll for an approximate 6 month period that studio operations ramps up.

Question: Business Plan (required for businesses 1 year or younger)

See supporting documentation - studio model with construction costs as well as start-up budget and estimated revenues and expenses.

Question: Supporting Documentation

828 Studios Redevelopment Schedule Rev 09 16 22.pdf (9/29/2022, 3:58 PM)

Financial Information

*Upload sources and uses chart; enter N/A and zero for questions that do not apply to your business

Question: Provide detailed assumptions for your project including three years of projected cash flow income statements. If the applicant has been in business less than one year, you may be requested to provide additional financial information after review.

828 Operating Financials Phase I CONFIDENTIAL Rev 9.10.22.pdf (9/29/2022, 4:01 PM)

Question: Provide financial statements (balance sheet, profit and loss and cash flow) or tax returns for the past three years. Also provide interim statements within 90 days of application date.

828 Productions financial history description.docx (9/17/2022, 11:31 AM)

Question: What is the collateral/security to be pledged to the funds awarded?

- ☐ Letter of Credit
- ☒ Surety Bond
- ☐ Mortgage Security
- ☐ Security Agreement/Escrow
- ☐ Security Agreement/Lien
- ☐ Security Interest/Lien

Question: What is the method of appraisal for stated security (if Security Mortgage or Lien were selected above)?

N/A

Question: What is the equity investment from the applicant?

\$1,000,000.00

Question: External Equity Investment Sources

Equity raised from outside investors

Question: External Equity Investment Amount

\$25,000,000.00

Question: City/County Funding Source

City of Las Cruces Cinematic Infrastructure funds

Question: City/ County Funding Amount

\$897,596.12

Question: Bank Loan Source (financial institution names), type (commercial, USDA, SBA 504, etc.), and stage (applied or approved)

Currently working on initial discussions with banks

Question: Bank Loans Amount Total

\$25,000,000.00

Question: Other Loans Source

~~828 Media Capital~~ 828 Affiliates

Question: Other Loans Amount

\$20,000,000.00

Question: Other Sources

N/A

Question: Other Sources Amount

\$0.00

Question: Total Project Amount (Sum of above)

\$71,000,000.00

Question: Supporting financial documentation

[LEDA Job Creation Additional Financial Information.pdf](#) (9/30/2022, 1:20 PM)

Company History and Background

Question: How long has the company been in operation, as of the date of application?

828 Productions was formed in 2021 and will begin operations with the beginning of this project 2022

Question: At the time of this application, how many full-time employees do you currently employ? Please provide the most recent Department of Workforce Solutions report below. If no employees, disregard report. Enter 0.

3.00

Question: List owners with more than 20% ownership stake in the company. Additionally, please list principal directors and/or officers.

Owners

Todd Lundbohm

Directors/officers

Stephanie Denton

Mark Andrews

Question: Are owners and/or officers current with financial obligations/payments to the State of New Mexico or any other Federal or State entity? If no, please explain.

Yes

Question: Does the applicant have any loans or other financial obligations on which payments are not current? If yes, please explain.

No

Question: Please identify any financially affiliated/associated companies in which any of the applicant's owners have a 20% stake.

828 Productions, Inc is the only entity associated with 828 Productions LLC. There are other entities that were formed to lend or invest in, movies specifically, that have not been listed.

~~Please let us know if you need a more detailed list of entities.~~

Community Aspects

Question: At the community level, what are the infrastructure needs not yet in place or in process that will affect this project's application?

TBD

Question: What specific incentives are being REQUESTED from the COMMUNITY? Please explain where the applicant is in this process and provide an idea of a timeline for incentives' deployment.

1. Asking for allocation of funds from the EDD. Application is ongoing. We anticipate deployment of funds in Q4 of 2022/Q1 2023
2. Asking for allocation of funds from JTIP. We anticipate deployment of funds in Q4 of 2022/ Q1 2023
3. Asking for allocation of funds from the City of Las Cruces. We anticipate deployment of funds in Q4 of 2022/ Q1 2023

Question: What specific incentives will be PROVIDED from the COMMUNITY?(e.g. parcel of

land, building lease, waiver of fees, utility access/extension)?

City of Las Cruces Cinematic Infrastructure funds, LEDA funds

Job Creation / Performance

Please download the job creation worksheet to work up the required information for this section.

- Job Creation Worksheet

Question: Outline the number and types of jobs to be created.

Additoinal part time jobs (annually) depending on production type

Full Time Jobs - total 100 :

Year Round Management

Year Round Studio Staff

Year Round Studio Crew

Year Round VFX, LED, MoCap & Post Team

Year Round Accounting Team

Question: Outline the proposed pay scale and payroll proposed by the entity.

100 jobs with an average salary of \$75,000 per year.

Question: Outline the benefits offered to the employees, including but not limited to health care and retirement.

Permanent employees will be offered PTO, health, dental, and 401(k) with discretionary match.

Question: Outline any efforts being made or proposed by the applicant to hire people within the local employment pool.

We are going to fill as many jobs locally as possible. All efforts will be made to relocate individuals that are needed for employment outside of the local job pool.

Question: Attach job creation worksheet

828 Job Creation Worksheet Final.pdf (9/30/2022, 1:09 PM)

Question: Starting Headcount (from worksheet above)

0.00

Question: Total new jobs to be created Year 1 (from worksheet above)

62.00

Question: Total new payroll Year 1 (from worksheet above)

\$4,635,000.00

Question: Total number of new jobs to be created Year 2 (from worksheet above)

28.00

Question: Total new payroll Year 2 (from worksheet above)

\$2,295,000.00

Question: Total number of new jobs to be created Year 3 (from worksheet above)

10.00

Question: Total new payroll Year 3 (from worksheet above)

\$575,000.00

Economic Impact Analysis

NMEDD will perform an Economic Impact Analysis to address the impact to the local tax base, the school system, etc. using the Economic Impact Datasheet provided by the applicant.

Question: Outline any impacts to the environment, positively or negatively.

The studio will be built as sustainably possible with the smallest carbon footprint feasible. Modern building standards will be used with renewable energy sources utilized where feasible(i.e. solar).

Question: Status of permitting/regulatory matters needed for project.

In process with City of Las Cruces

Attachments

Please download the authorization for examination and release of information template and the example employer quarterly wage and contribution report.

- [Authorization for examination and release of information form](#)
- [Employer quarterly wage and contribution report example](#)

If you are a new business, please apply for a NM Tax Identification Number here:

<http://www.tax.newmexico.gov/Businesses/wage-withholding-tax.aspx>

Please download the LEDA Application Affirmation Template here:

[LEDA Application Affirmation Template](#)

[Click here](#) to view a filled out sample.

Question: New Mexico Economic Development Department authorization for examination and release of information.

[FE Authorization for examination and release of information Notarized.pdf](#) (9/30/2022, 1:13 PM)

Question: Latest New Mexico employer's quarterly wage and contribution report submitted to the Department of Workforce Solutions.

[LEDA NM Quarterly Wage Report.pdf](#) (9/30/2022, 1:18 PM)

Question: Affirmation and any other supporting documents

[FE_2020_LEDA_App_Affirmationpdp.pdf](#) (9/26/2022, 9:21 AM)

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "828 PRODUCTIONS, LLC",
FILED IN THIS OFFICE ON THE NINETEENTH DAY OF DECEMBER, A.D.
2018, AT 7:52 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

7202282 8100
SR# 20188269978

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204150649
Date: 12-20-18

State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 07:52 PM 12/19/2018
 FILED 07:52 PM 12/19/2018
 SR 20188269978 - File Number 7202282

STATE OF DELAWARE CERTIFICATE OF FORMATION OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is 828 Productions, LLC.

2. The Registered Office of the limited liability company in the State of Delaware is located at 850 New Burton Road, Suite 201 (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is COGENCY GLOBAL INC.

By: Morgan Sloane
 Authorized Person

Name: Morgan Sloane
 Print or Type

Todd Lundbohm is an award-winning filmmaker with broad ranging experience in Development, Production, Postproduction and VFX. He began his career as an Art Director for NXNW Productions, working on several national campaigns before diving headfirst into narrative filmmaking: writing, directing and producing multiple projects, working throughout the US, Mexico, South America and Western Europe. Todd's feature screenplay, MERIDIAN has won numerous awards, as well as recognition from the SXSW Film Festival and Francis Ford Coppola's American Zoetrope writing competition.

As Founder and CEO of 828 Media Capital, Todd has financed projects with a total production spend north of \$50 million. 828 is a full-service film finance and production company, whose recent films include millennial murder mystery, ***Helen's Dead***, starring Tyrese Gibson, Anabelle Dexter-Jones, and Emile Hirsch; *Deauville Film Festival Grand Special Prize Nominee* ***The Last Son*** starring Sam Worthington, Colson Baker, Thomas Jane, and Heather Graham; Camille Delmarre's high octane action film, ***Assassin Club***, starring, Henry Golding, Noomi Rapace and Sam Neil; ***The Price We Pay***, from legendary horror director Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff; Gothic horror ***Raven's Hollow*** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman; WWII Submarine movie ***Operation Seawolf*** Starring Dolph Lundgren and Frank Grillo; ***The Requin*** starring Alicia Silverstone and James Tupper; and *SXSW Grand Jury Prize winner* ***The Fallout*** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley, and Julie Bowen.

Stephanie Denton is a feature film and television executive who has headed up acquisitions, sales, and distribution divisions for the industry's leading independent film and television companies, including Lionsgate International, Lakeshore Entertainment, Initial Entertainment Group and Bold Films.

Over the last 25 years, Denton has sold over 250 feature films, worked with legendary filmmakers such as Martin Scorsese, Lasse Halstrom, Sam Rami, Mark Pellington, Jon Amiel, Garry Marshall, Peter Howitt, James Mangold, Stephen Merchant, and James Wan to produce and sell high-profile films out of the independent film sector. Noteworthy releases include **THE AVIATOR**, **UNFINISHED LIFE**, **THE GIFT**, **ARLINGTON ROAD**, **LAWS OF ATTRACTION**, **UNDERWORLD**, **310 TO YUMA**, **WAR**, **HOTEL RWANDA**, **DAYBREAKERS**, **RUNAWAY BRIDE**, **FIGHTING WITH MY FAMILY**, and the box office record-breaking **SAW** franchise.

Denton's steady hand as a film and tv executive was evident in her leadership of the launch of Arc Animation Studios Original I.P. and Sales division during its transition from STARZ Entertainment, and her experience in acquisitions and co-production for WWE Studios in Los Angeles where she drove the company's marketing and production initiative to release brand adjacent content across platforms, and spearheaded a theatrical co-distribution deal in North America with Blumhouse Productions for Festival film favorites, **OCCULUS**, **SLIGHT**, and **BIRTH OF A DRAGON**.

A few of Denton's premier accomplishments include the development and production of Len Wiseman's hugely successful **UNDERWORLD** franchise for Lakeshore Entertainment, sourcing and selling high profile projects such as **WAR** starring Jason Statham and Jet Li, and **DAYBREAKERS** starring Ethan Hawke for Lionsgate Entertainment. She also closed multi-picture domestic distribution deals with Sony/Screen Gems, Universal Pictures, and Paramount Studios.

Denton began consulting for 828 Media in 2020, assisting with the company's expanding lending portfolio, and has since become a member of the 828 Productions team. Utilizing her extensive relationships in Production and Distribution, Denton's main focus will be sourcing co-production and development opportunities, and securing key distribution alliances in both the Domestic and International markets that will establish 828 Productions as an industry leader in the Indie Film space.

BIOGRAPHY

Mark Andrews

Mark started his career in finance & management consulting but his real passion was for film. This passion was realized in 1995 when he invested in his first feature film '**Mainline Run**'. Three years later he took the plunge and became a full time producer, co-writing and producing the feature film '**Distant Shadow**' which made more than 4 times its budget. This led to being hired to produce budgets & schedules for the UK's Spice Factory and oversee production on '**Redemption Road**'.

Seeing the opportunities film financing in the United Kingdom offered, Mark co-founded '**Studio Finance**,' a UK Film tax shelter utilizing the UK Government's Section 48 Tax breaks for film production before going on to consult for another film financing group, '**UKFS**' backed by Guernsey based Channel House Trustees. In their three years of operating, UKFS were responsible for more than \$300 million of tax shelter film financing for the UK film industry. It was here acting as a Senior Finance Executive that he oversaw such films as '**Wake of Death**,' '**Modigliani**,' '**School for Seduction**,' '**Out of Season**' and '**Battle of the Brave**' amongst others.

In 2004 Mark moved to Los Angeles where he began consulting for various production companies, investors and independent producers, was Head of Entertainment for Exemplar Capital an East Coast Investment Bank and Law Firm and was instrumental in forming various film financing structures including a \$150m film fund.

Some of the projects he has been instrumental in developing or setting up at various companies are Animated Horror '**Down Satan**' in partnership with re-known Horror Author '**Clive Barker**'; Supernatural Thriller '**Indelible**' being Directed by National Film Award Winner '**Howard J Ford**' (The Dead 1&2, Never Let Go); '**Kill the Messenger**' from the creator of (RoboCop), '**Michael Miner**,' and the Epic Western '**The Girl With No Name**' in conjunction with **Co-Op Entertainment** and **LegionM** being directed by '**Tanya Wexler**' (Buffaloed, Jolt).

In 2018 Mark produced the movie '**Dead Water**' starring '**Casper Van Dien**' and '**Judd Nelson**,' released by **Saban** in July 2019.

He currently oversees the development, financing and production operations for 828 Productions a west coast full service film finance and production company where he has executive produced and produced such films as **THE FALLOUT** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley and Julie Bowen, **THE LAST SON** starring Sam Worthington, Colson Baker, Thomas Jane and Heather Graham, **THE PRICE WE PAY**, directed by horror legend Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff, and the recently wrapped **RAVENS HOLLOW** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman.

In summary, Mark is a highly accomplished and seasoned writer, producer & production executive with a proven track record of over twenty years of experience in development, financing, production and distribution. He is a high impact contributor and versatile professional with exceptional business and production acumen who is comfortable working alone or managing hundreds of individuals while ensuring timely completion of project deadlines and remaining on, or under budget.

He holds a National Diploma in Business and Finance from the UK and a Certificate of Achievement for Contract Law from HarvardX University.

Mark lives in Colorado Springs with his wife and dog 'Piper'.

PROJECT OVERVIEW

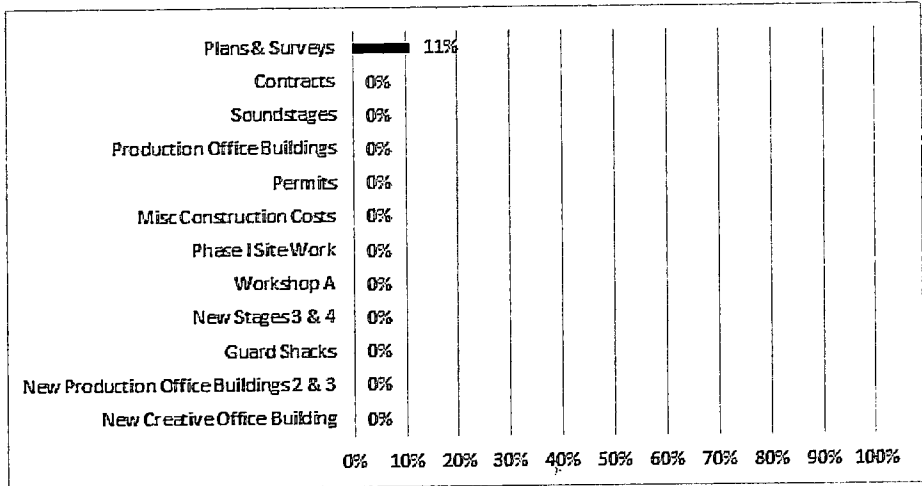
MON 8/15/22 - MON 11/18/24



MILESTONES DUE
Milestones that are coming soon.

Name	Finish
Stage 1 COA	Thu 10/26/23
Stage 2 COA	Mon 8/12/24
Workshop A COA	Tue 7/9/24
Stage 3 COA	Fri 12/29/23
Stage 4 COA	Mon 1/8/24

% COMPLETE

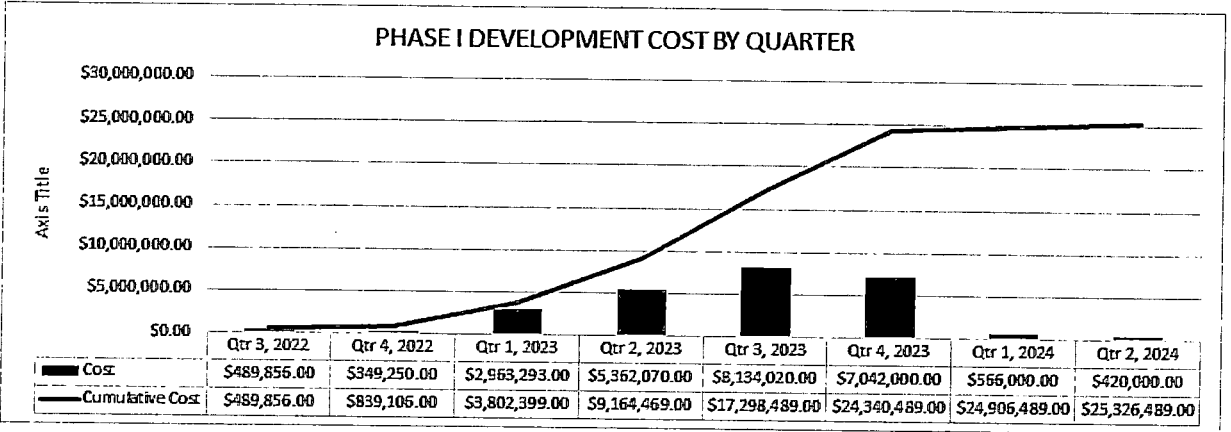


LATE TASKS
Tasks that are past due.

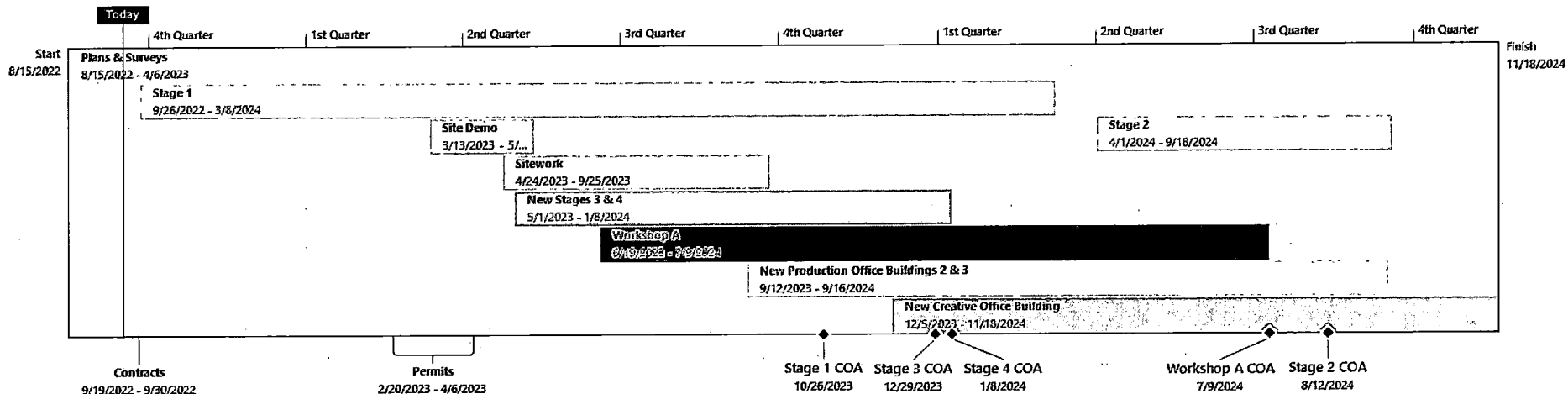
Name	Start	Finish	% Complete
DD Drawings	Mon 9/12/22	Mon 12/26/22	0%

CASH FLOW

Cost	Remaining Cost
\$25,326,489.00	\$25,326,489.00



Name	Cost	Start	Unique ID
828 STUDIOS NM	\$25,326,489.00	Mon 8/15/22	1
RENOVATION	\$9,341,489.00	Mon 8/15/22	171
Contracts	\$0.00	Mon 9/19/22	2
Plans & Surveys	\$532,100.00	Mon 8/15/22	7
Permits	\$103,500.00	Mon 2/20/23	312
Phase I Site Work	\$1,858,393.00	Mon 3/13/23	17
Misc Construction Costs	\$166,141.00	Mon 3/13/23	314
Soundstages	\$4,743,605.00	Mon 9/26/22	68
Workshop A	\$1,846,000.00	Mon 6/19/23	110
Production Office Buildings	\$91,750.00	Tue 11/1/22	157
NEW CONSTRUCTION	\$15,985,000.00	Mon 5/1/23	172
New Stages 3 & 4	\$14,000,000.00	Mon 5/1/23	173
New Production Office Buildings 2 & 3	\$1,280,000.00	Tue 9/12/23	298
New Creative Office Building	\$640,000.00	Tue 12/5/23	141
Guard Shacks	\$65,000.00	Tue 9/5/23	158



Project Timeline and Budgetary Estimates are derived from Highland Enterprises Inc. and Giant Entertainment & Management Inc. with supporting detail located in the appendix of this project summary.

Although preliminary in nature, the following schedule and associated costs are based on prior experience in respective fields. Even so, fixed costs can only be determined after full review of Construction Drawings, still to be developed.

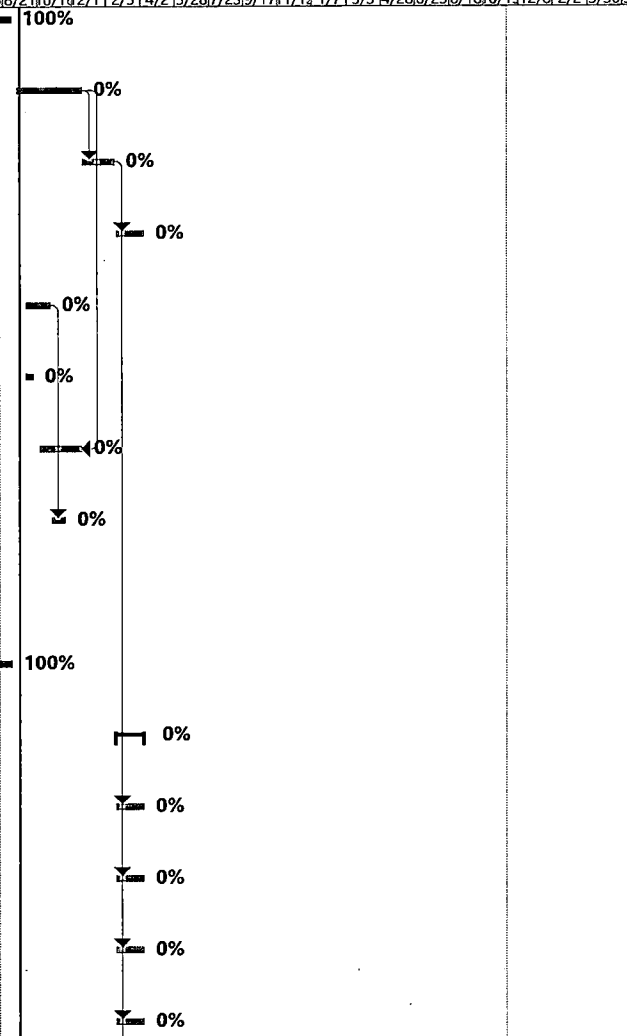
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1
1	🚧	828 STUDIOS NM	578 days?	Mon 8/15/22	Mon 11/18/24	\$25,326,489.00												1%
2	🚧	RENOVATION	535 days?	Mon 8/15/22	Wed 9/18/24	\$9,341,489.00												1%
3	🚧	Contracts	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
4	🚧	General Contractor	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
5	🚧	Architectural	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
6	🚧	Engineering	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
7	🚧	Mechanical	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
8	🚧	Electrical	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
9	🚧	Plumbing	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
10	🚧	Structural	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
11	🚧	Civil	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
12	🚧	Surveys	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
13	🚧	Geotech	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
14	🚧	Project Management	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00												0%
15	🚧	Plans & Surveys	156 days?	Mon 8/15/22	Thu 4/6/23	\$532,100.00												11%

Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6/26	January 10/14	May 1 2/5	September 4/2	January 7/23	May 1 9/11	September 1/13	January 1 1/7	May 1 3/3	September 4/23	January 1 8/18	May 1 10/13	September 1 12/8	January 1 2/2	May 1 3/30
16	★	Conceptual Site Plans	15 days	Mon 8/15/22	Fri 9/2/22	\$0.00																
17	🚧	DD Drawings	76 days	Mon 9/12/22	Mon 12/26/22	\$257,500.00																
18	🚧	Construction Drawings	39 days	Tue 12/27/22	Fri 2/17/23	\$257,500.00																
19	🚧	Demo Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00																
20	★	Geotechnical Survey	30 days	Mon 9/26/22	Fri 11/4/22	\$8,000.00																
21	★	Topographical Survey	10 days	Mon 9/26/22	Fri 10/7/22	\$9,100.00																
22	🚧	Stormwater Plans	41 days	Wed 10/19/22	Mon 12/26/22	\$0.00																
23	🚧	Materials testing	15 days	Mon 11/7/22	Tue 11/29/22	\$0.00																
24	★?	Traffic Study				\$0.00																
25	🚧	Traffic Circulation Plan	15 days	Mon 8/15/22	Fri 9/2/22	\$0.00																
26	🚧	Permits	34 days?	Mon 2/20/23	Thu 4/6/23	\$103,500.00																
27	🚧	Grading Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00																
28	🚧	Underground Utilities Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00																
29	🚧	MEP Permits	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00																
30	🚧	Structural Building Plans/Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00																



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
31		Stormwater Retention Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00													
32		Landscaping Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00													
33		Fire Life Safety Permits	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00													
34		Stage 1 Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00													
35		Stage 2 Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00													
36		Workshop Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00													
37		Creative Office Building Permit				\$0.00													
38		Guard Shack Permits	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00													
39		Phase I Site Work	141 days	Mon 3/13/23	Mon 9/25/23	\$1,858,393.00													
40		Site Demo	45 days	Mon 3/13/23	Fri 5/12/23	\$390,403.00													
41		Tree removal	45 days	Mon 3/13/23	Fri 5/12/23	\$52,096.00													
42		Removal of volcanic rock to Phase 2	45 days	Mon 3/13/23	Fri 5/12/23	\$166,000.00													
43		Removal of tires	45 days	Mon 3/13/23	Fri 5/12/23	\$1,500.00													
44		Removal of trash and debris	45 days	Mon 3/13/23	Fri 5/12/23	\$18,226.00													
45		Removal of RV trailer	45 days	Mon 3/13/23	Fri 5/12/23	\$2,700.00													

Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

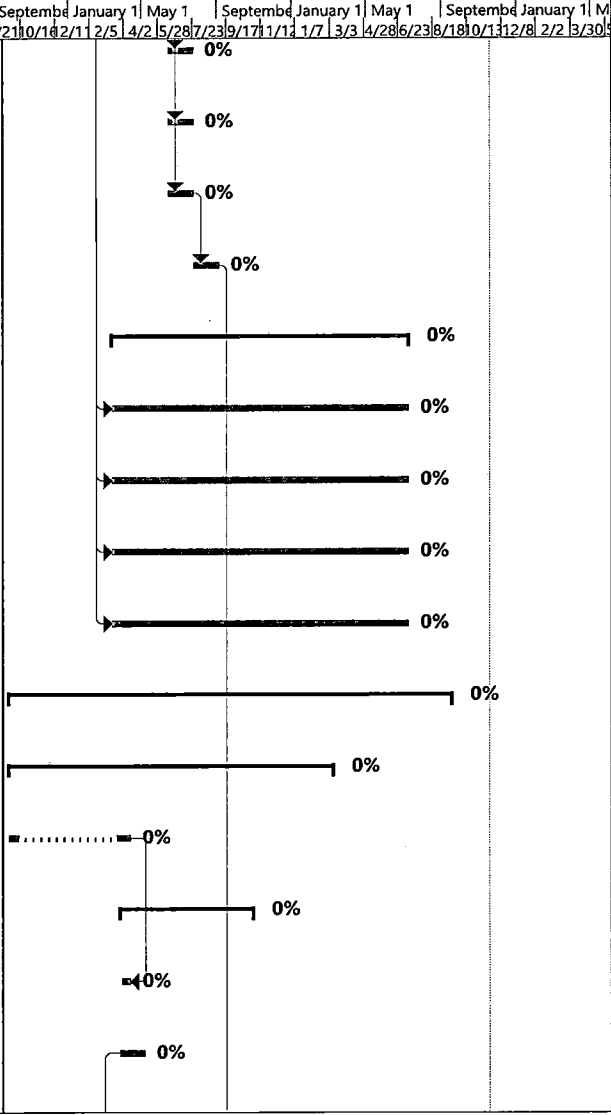
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6 9/6	January 10 1/10	May 12 5/12	September 17 9/17	January 22 1/22	May 25 5/25	September 28 9/28	January 31 1/31	May 3 5/3	September 6 9/6	January 10 1/10	May 12 5/12	September 17 9/17	January 22 1/22	May 25 5/25	September 28 9/28	January 31 1/31	May 3 5/3
46	★	Waste Removal; Stage 1	45 days	Mon 3/13/23	Fri 5/12/23	\$8,650.00																			
47	★	Waste Removal; Stage 2	45 days	Mon 3/13/23	Fri 5/12/23	\$37,100.00																			
48	★	Waste Removal WS-A	45 days	Mon 3/13/23	Fri 5/12/23	\$30,000.00																			
49	★	Clean and expose RR Tracks	45 days	Mon 3/13/23	Fri 5/12/23	\$22,601.00																			
50	★	Demolition - above grade concrete	45 days	Mon 3/13/23	Fri 5/12/23	\$44,830.00																			
51	★	Demo Bagging Equip WS-A	45 days	Mon 3/13/23	Fri 5/12/23	\$6,700.00																			
52	👉	Sitework	111 days	Mon 4/24/23	Mon 9/25/23	\$1,467,990.00																			
53	★	Rough Grading	36 days	Mon 4/24/23	Mon 6/12/23	\$0.00																			
54	👉	Access road to Stage 1 and Work Shop	30 days	Tue 6/13/23	Mon 7/24/23	\$304,790.00																			
55	👉	Asphalt Parking - Lot 4	30 days	Tue 6/13/23	Mon 7/24/23	\$159,100.00																			
56	👉	Asphalt Parking - Lot 5	30 days	Tue 6/13/23	Mon 7/24/23	\$167,015.00																			
57	★	Asphalt Parking Work Shop	33 days	Wed 7/12/23	Fri 8/25/23	\$96,144.00																			
58	👉	Asphalt Parking - Lot 6	30 days	Tue 6/13/23	Mon 7/24/23	\$172,715.00																			
59	★	Asphalt Parking - Stage 1 Lot	31 days	Mon 8/14/23	Mon 9/25/23	\$83,328.00																			
60	👉	Asphalt Parking - POB Lots 2&3	30 days	Tue 6/13/23	Mon 7/24/23	\$119,900.00																			

Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

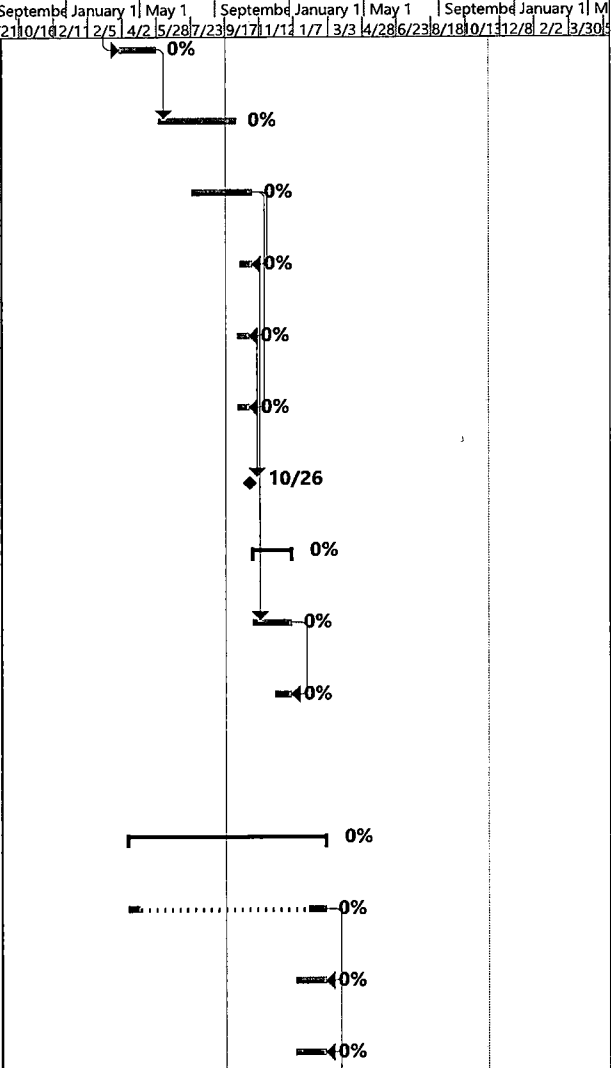
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
61	🚧	Graveled area temp power plants	30 days	Tue 6/13/23	Mon 7/24/23	\$33,250.00													
62	🚧	Cantina Slab	30 days	Tue 6/13/23	Mon 7/24/23	\$7,200.00													
63	🚧	Underground Retention Ponds	30 days	Tue 6/13/23	Mon 7/24/23	\$75,000.00													
64	🚧	Landscape Phase 1 (12,000 SF)	30 days	Tue 7/25/23	Mon 9/4/23	\$249,548.00													
65	🚧	Misc Construction Costs	347 days	Mon 3/13/23	Tue 7/9/24	\$166,141.00													
66	🚧	Contractor Fee	347 days	Mon 3/13/23	Tue 7/9/24	\$125,000.00													
67	🚧	Temporary Facilities	347 days	Mon 3/13/23	Tue 7/9/24	\$2,100.00													
68	🚧	Temporary Utilities	347 days	Mon 3/13/23	Tue 7/9/24	\$19,041.00													
69	🚧	Builders Risk Insurance	347 days	Mon 3/13/23	Tue 7/9/24	\$20,000.00													
70	🚧	Soundstages	505 days?	Mon 9/26/22	Wed 9/18/24	\$4,743,605.00													
71	🚧	Stage 1	367 days?	Mon 9/26/22	Fri 3/8/24	\$4,323,605.00													
72	🚧	Remove and replace 9,000 SF of existing floor	30 days	Mon 9/26/22	Wed 4/12/23	\$215,256.00													
73	🚧	Replace Roof & Walls	156 days	Mon 3/27/23	Mon 10/30/23	\$2,303,249.00													
74	🚧	Add sub-framing as required	10 days	Thu 3/30/23	Wed 4/12/23	\$0.00													
75	🚧	Remove Sheeting	30 days	Mon 3/27/23	Fri 5/5/23	\$0.00													



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6/26	January 10/1	May 1 2/5	September 4/2	January 7/23	May 1 9/17	September 11/14	January 1/7	May 1 3/3	September 4/28	January 6/23	May 1 8/18	September 10/1	January 12/8	May 1 2/2	September 3/30
76		Modify Steel Structure (panel prep)	45 days	Mon 3/27/23	Fri 5/26/23	\$0.00																	
77		Install 4 Kingspan Insulated panels	92 days	Tue 5/30/23	Wed 10/4/23	\$0.00																	
78		Install 6 interior SIP panels	71 days	Mon 7/24/23	Mon 10/30/23	\$0.00																	
79		Install Duct liner on roof and wall interior	15 days	Tue 10/10/23	Mon 10/30/23	\$0.00																	
80		1 ea - 18' W x 12' H barn door	14 days	Fri 10/6/23	Wed 10/25/23	\$0.00																	
81		3ea - Hollow metal man doors	14 days	Fri 10/6/23	Wed 10/25/23	\$0.00																	
82		Stage 1 COA	1 day	Thu 10/26/23	Thu 10/26/23	\$0.00																	
83		Mechanical	46 days?	Tue 10/31/23	Tue 1/2/24	\$624,000.00																	
84		HVAC - 150 TNS heating and cooling	46 days	Tue 10/31/23	Tue 1/2/24	\$624,000.00																	
85		Exhaust Fans	20 days	Wed 12/6/23	Tue 1/2/24	\$0.00																	
86		Gas Line (Heating)				\$0.00																	
87		Electrical	232 days	Mon 4/10/23	Tue 2/27/24	\$615,100.00																	
88		750 KVA Transformer 900 amp, 480V 3P	36 days	Mon 4/10/23	Tue 2/27/24	\$615,100.00																	
89		Main Panel	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00																	
90		Bull Switches	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00																	



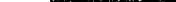
Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
91		high bay lighting	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00													
92		emergency lighting	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00													
93		ingress/egress, exterior wall pack lighting	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00													
94		general purpose 120V outlets through out	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00													
95		Plumbing	45 days	Mon 1/8/24	Fri 3/8/24	\$566,000.00													
96		Install Waterline	45 days	Mon 1/8/24	Fri 3/8/24	\$20,000.00													
97		Fire Sprinkler system	45 days	Mon 1/8/24	Fri 3/8/24	\$546,000.00													
98		Stage 2	123 days?	Mon 4/1/24	Wed 9/18/24	\$420,000.00													
99		Stage 2 Renovation	95 days	Mon 4/1/24	Fri 8/9/24	\$420,000.00													
100		Remove Sheet Metal	19 days	Mon 4/1/24	Thu 4/25/24	\$0.00													
101		Install 4 Kingspan panels	38 days	Mon 4/29/24	Wed 6/19/24	\$0.00													
102		Install 6 SIP panels	38 days	Mon 6/10/24	Wed 7/31/24	\$0.00													
103		Install interior Duct liner	10 days	Thu 7/18/24	Wed 7/31/24	\$0.00													
104		1 ea - 16' W x 14' H Barn Door	14 days	Tue 7/23/24	Fri 8/9/24	\$0.00													
105		3ea - Hollow metal man doors	14 days	Tue 7/23/24	Fri 8/9/24	\$0.00													

Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
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Task		Finish-only		Milestone		External Tasks		Deadline	
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ID	Task Mode	Task Name	Duration	Start	Finish	Cost
106	Mechanical	Stage 2 COA	1 day	Mon 8/12/24	Mon 8/12/24	\$0.00
107	Mechanical	Mechanical	23 days	Mon 7/29/24	Wed 8/28/24	\$0.00
108	HVAC	HVAC - 20 TNS	23 days	Mon 7/29/24	Wed 8/28/24	\$0.00
109	Mechanical	Exhaust fans	22 days	Tue 7/30/24	Wed 8/28/24	\$0.00
110	Electrical	Electrical	23 days?	Mon 8/19/24	Wed 9/18/24	\$0.00
111	Transformer	250 KVA Transformer	23 days	Mon 8/19/24	Wed 9/18/24	\$0.00
112	Lighting	Interior Main				\$0.00
113	Switches	Bull Switches				\$0.00
114	Lighting	warehouse lighting				\$0.00
115	Lighting	emergency lighting ingress/ egress				\$0.00
116	Lighting	exterior wall pack lighting				\$0.00
117	Outlets	convenient outlets, 220V outlets				\$0.00
118	Plumbing	Plumbing	13 days?	Mon 7/22/24	Wed 8/7/24	\$0.00
119	Water Lines	Interior Water Lines/Sink	13 days	Mon 7/22/24	Wed 8/7/24	\$0.00
120	Sprinkler System	Fire Sprinkler System				\$0.00

Critical		Task Progress		Baseline		Summary		Inactive Task	
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Task		Finish-only		Milestone		External Tasks		Deadline	
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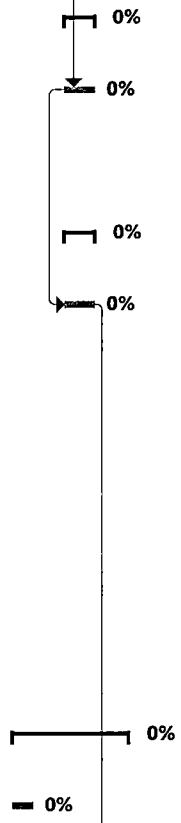
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
121	🚧	Workshop A	277 days?	Mon 6/19/23	Tue 7/9/24	\$1,846,000.00
122	🚧	2ea - Concrete Loading docks	67 days	Mon 6/19/23	Tue 9/19/23	\$208,000.00
123	🏗️	concrete approach ramps	67 days	Mon 6/19/23	Tue 9/19/23	\$208,000.00
124	🚧	hand railing	10 days	Wed 9/6/23	Tue 9/19/23	\$0.00
125	🚧	dock levelers	10 days	Wed 9/6/23	Tue 9/19/23	\$0.00
126	🚧	Workshop A Renovation	93 days?	Mon 11/20/23	Wed 3/27/24	\$1,638,000.00
127	🏗️	Remove existing roof and wall sheeting	25 days	Mon 11/20/23	Fri 12/22/23	\$0.00
128	🚧	Modify Steel Structure (panel prep)	38 days	Mon 12/11/23	Wed 1/31/24	\$0.00
129	🚧	Install PBR 26 ga roof sheets	33 days	Mon 2/5/24	Wed 3/20/24	\$0.00
130	🏗️	Install/replace sub-framing				\$0.00
131	🚧	Install exterior OSB/SIP panels	38 days	Mon 2/5/24	Wed 3/27/24	\$0.00
132	🏗️	Install interior metal wall panels				\$0.00
133	🏗️	install under roof insulation				\$0.00
134	🏗️	Remove wood frame breezeway				\$0.00
135	🏗️	Add metal frame breezeway				\$0.00

Critical		Task Progress		Baseline		Summary		Inactive Task	
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Task		Finish-only		Milestone		External Tasks		Deadline	
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828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6/26	January 10/21	May 1 11/2/5	September 14/2	January 17/23	May 1 1/11	September 3/3	January 6/23	May 1 8/18	September 11/12	January 13/2	May 1 3/30
136	🚧	3ea demising walls in the building				\$0.00													
137	🚧	10 ea Exterior man doors				\$0.00													
138	🚧	6 ea 12' x 10' Overhead doors				\$0.00													
139	🚧	Mechanical	36 days?	Mon 3/25/24	Mon 5/13/24	\$0.00													
140	🚧	HVAC - 75 TNS	36 days	Mon 3/25/24	Mon 5/13/24	\$0.00													
141	🚧	Gas (Heating)				\$0.00													
142	🚧	Electrical	36 days?	Mon 3/25/24	Mon 5/13/24	\$0.00													
143	🚧	Transformer (TBD)	36 days	Mon 3/25/24	Mon 5/13/24	\$0.00													
144	🚧	Interior Electrical Panels				\$0.00													
145	🚧	220V convenience power				\$0.00													
146	🚧	Warehouse lighting				\$0.00													
147	🚧	Emergency lighting ingress/egress				\$0.00													
148	🚧	Exterior lighting				\$0.00													
149	🚧	Plumbing	136 days	Mon 1/1/24	Mon 7/8/24	\$0.00													
150	🚧	Restrooms	25 days	Mon 1/1/24	Fri 2/2/24	\$0.00													



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Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6/26	January 10/14	May 1 12/5	September 5/28	January 9/17	May 1 1/17	September 4/28	January 6/18	May 1 10/13	September 11/2	January 13/30
151		Fire sprinkler system	36 days	Mon 5/20/24	Mon 7/8/24	\$0.00												0%
152		Workshop A COA	1 day	Tue 7/9/24	Tue 7/9/24	\$0.00												7/9
153		Production Office Buildings	60 days	Tue 11/1/22	Thu 2/9/23	\$91,750.00												0%
154		POB 1	60 days	Tue 11/1/22	Thu 2/9/23	\$91,750.00												0%
155		Exterior T.I. (TBD)	30 days	Tue 11/1/22	Wed 12/14/22	\$45,875.00												0%
156		Interior T.I. (TBD)	30 days	Thu 12/15/22	Thu 2/9/23	\$45,875.00												0%
157		NEW CONSTRUCTION	406 days	Mon 5/1/23	Mon 11/18/24	\$15,985,000.00												0%
158		New Stages 3 & 4	181 days	Mon 5/1/23	Mon 1/8/24	\$14,000,000.00												0%
159		Stage Structural Assembly	99 days	Mon 5/1/23	Thu 9/14/23	\$7,000,000.00												0%
160		Stage 3 Structural Assembly	50 days	Mon 5/1/23	Fri 7/7/23	\$3,500,000.00												0%
161		Base Plates	10 days	Mon 5/1/23	Fri 5/12/23	\$0.00												0%
162		Prep Modules 1-3	2 days	Mon 5/15/23	Tue 5/16/23	\$0.00												0%
163		Assembly Module 1	2 days	Wed 5/17/23	Thu 5/18/23	\$0.00												0%
164		Assembly Module 2	2 days	Fri 5/19/23	Mon 5/22/23	\$0.00												0%
165		Assembly Module 3	2 days	Tue 5/23/23	Wed 5/24/23	\$0.00												0%

Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
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Task		Finish-only		Milestone		External Tasks		Deadline	
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ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6 9/6	January 10 1/10	May 12 5/12	September 17 9/17	January 21 1/21	May 23 5/23	September 28 9/28	January 31 1/31	May 3 5/3	September 6 9/6	January 10 1/10	May 12 5/12	September 17 9/17	January 21 1/21	May 23 5/23	September 28 9/28	January 31 1/31	May 3 5/3
166		Prep Modules 4-5	2 days	Thu 5/25/23	Fri 5/26/23	\$0.00																			
167		Assembly Module 4	2 days	Mon 5/29/23	Tue 5/30/23	\$0.00																			
168		Assembly Module 5	2 days	Wed 5/31/23	Thu 6/1/23	\$0.00																			
169		Assembly Single Frame	3 days	Fri 6/2/23	Tue 6/6/23	\$0.00																			
170		Pulling Roof Module 1-5	1 day	Wed 6/7/23	Wed 6/7/23	\$0.00																			
171		Stage 3 Module Lift	1 day	Thu 6/8/23	Thu 6/8/23	\$0.00																			
172		Purlins, Cables, Braces	3 days	Fri 6/9/23	Tue 6/13/23	\$0.00																			
173		Roof & Insulation & Tension Bars	5 days	Wed 6/14/23	Tue 6/20/23	\$0.00																			
174		Gable End	3 days	Wed 6/21/23	Fri 6/23/23	\$0.00																			
175		Gable Leg Sections	2 days	Mon 6/26/23	Tue 6/27/23	\$0.00																			
176		Wall Panel Installation	8 days	Wed 6/28/23	Fri 7/7/23	\$0.00																			
177		Corners & Gutters	3 days	Wed 6/28/23	Fri 6/30/23	\$0.00																			
178		Weather Sealing	2 days	Mon 7/3/23	Tue 7/4/23	\$0.00																			
179		Stage 4 Structural Assembly	49 days	Mon 7/10/23	Thu 9/14/23	\$3,500,000.00																			
180		Base Plates	10 days	Mon 7/10/23	Fri 7/21/23	\$0.00																			

Critical

Critical Split

Critical Progress

Task

Split

Task Progress

Manual Task

Start-only

Finish-only

Duration-only

Baseline

Baseline Split

Baseline Milestone

Milestone

Summary Progress

Summary

Manual Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Deadline

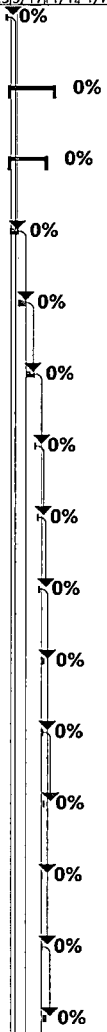
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
181	🚧	Prep modules 1-3	2 days	Mon 7/24/23	Tue 7/25/23	\$0.00
182	🚧	Assembly Module 1	2 days	Wed 7/26/23	Thu 7/27/23	\$0.00
183	🚧	Assembly Module 2	2 days	Fri 7/28/23	Mon 7/31/23	\$0.00
184	🚧	Assembly Module 3	2 days	Tue 8/1/23	Wed 8/2/23	\$0.00
185	🚧	Prep Modules 4-5	2 days	Thu 8/3/23	Fri 8/4/23	\$0.00
186	🚧	Assembly Module 4	2 days	Mon 8/7/23	Tue 8/8/23	\$0.00
187	🚧	Assembly module 5	2 days	Wed 8/9/23	Thu 8/10/23	\$0.00
188	🚧	Pulling Roof Module 1-5	2 days	Fri 8/11/23	Mon 8/14/23	\$0.00
189	🚧	Stage 4 Module Lift	2 days	Tue 8/15/23	Wed 8/16/23	\$0.00
190	🚧	Purlins, Cables, Braces	3 days	Thu 8/17/23	Mon 8/21/23	\$0.00
191	🚧	Roof Insulation & Tension Bars	5 days	Tue 8/22/23	Mon 8/28/23	\$0.00
192	🚧	Gable Leg Sections	2 days	Tue 8/29/23	Wed 8/30/23	\$0.00
193	🚧	Gable End	3 days	Thu 8/31/23	Mon 9/4/23	\$0.00
194	🚧	Wall Panel Installation	8 days	Tue 9/5/23	Thu 9/14/23	\$0.00
195	🚧	Corners & Gutters	3 days	Tue 9/5/23	Thu 9/7/23	\$0.00

Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6/26	January 10/16	May 1 2/5	September 7/23	January 11/11	May 1 1/7	September 4/28	January 13/3	May 1 4/28	September 8/18	January 15/12	May 1 2/2	September 13/30
196		Weather Sealing	2 days	Fri 9/8/23	Mon 9/11/23	\$0.00														
197		Stage Interior	52 days	Fri 9/15/23	Mon 11/27/23	\$3,500,000.00														
198		Stage 3 Interior	42 days	Fri 9/15/23	Mon 11/13/23	\$1,750,000.00														
199		Stage 3 Flooring	10 days	Fri 9/15/23	Thu 9/28/23	\$0.00														
200		Stage 3 Plywood	8 days	Fri 9/29/23	Tue 10/10/23	\$0.00														
201		Acoustic Wall Liner	10 days	Wed 10/11/23	Tue 10/24/23	\$0.00														
202		Staircases & Emergency Exit Ladders	3 days	Wed 10/25/23	Fri 10/27/23	\$0.00														
203		Rat Holes	2 days	Mon 10/30/23	Tue 10/31/23	\$0.00														
204		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	\$0.00														
205		Airlock Vestibules	5 days	Mon 11/6/23	Fri 11/10/23	\$0.00														
206		Personnel Doors (Exterior)	3 days	Mon 11/6/23	Wed 11/8/23	\$0.00														
207		Cable Port Guillotines	2 days	Thu 11/9/23	Fri 11/10/23	\$0.00														
208		Elephant Door Balustrades	2 days	Mon 11/6/23	Tue 11/7/23	\$0.00														
209		Handrails	2 days	Mon 11/6/23	Tue 11/7/23	\$0.00														
210		Stage 3 Floor Painting	4 days	Wed 11/8/23	Mon 11/13/23	\$0.00														



Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
211		Stage 4 Interior	42 days	Fri 9/29/23	Mon 11/27/23	\$1,750,000.00													
212		Stage 4 Flooring	10 days	Fri 9/29/23	Thu 10/12/23	\$0.00													
213		Stage 4 Plywood	3 days	Fri 10/13/23	Tue 10/17/23	\$0.00													
214		Acoustic Wall Liner	2 days	Wed 10/18/23	Thu 10/19/23	\$0.00													
215		Staircases & Emergency Exit Ladders	3 days	Fri 10/20/23	Tue 10/24/23	\$0.00													
216		Rat Holes	5 days	Wed 10/25/23	Tue 10/31/23	\$0.00													
217		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	\$0.00													
218		Airlock Vestibules	2 days	Mon 11/6/23	Tue 11/7/23	\$0.00													
219		Personnel Doors (Exterior)	2 days	Wed 11/8/23	Thu 11/9/23	\$0.00													
220		Cable Port Guillotines	2 days	Fri 11/10/23	Mon 11/13/23	\$0.00													
221		Elephant Door Balustrades	4 days	Tue 11/14/23	Fri 11/17/23	\$0.00													
222		Handrails	2 days	Mon 11/20/23	Tue 11/21/23	\$0.00													
223		Stage 4 Floor Painting	4 days	Wed 11/22/23	Mon 11/27/23	\$0.00													
224		Stage Fit Out	54 days	Wed 10/25/23	Mon 1/8/24	\$3,500,000.00													
225		Stage 3 Fit Out	47 days	Wed 10/25/23	Thu 12/28/23	\$1,750,000.00													

Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
226		House Lighting	5 days	Wed 10/25/23	Tue 10/31/23	\$0.00													
227		Bull Switches	5 days	Wed 11/1/23	Tue 11/7/23	\$0.00													
228		Heating Control	3 days	Wed 11/8/23	Fri 11/10/23	\$0.00													
229		Signage	1 day	Mon 11/13/23	Mon 11/13/23	\$0.00													
230		Electrical Infrastructure	5 days	Tue 11/14/23	Mon 11/20/23	\$0.00													
231		MV Cable Trench/Duct Installation	3 days	Tue 11/21/23	Thu 11/23/23	\$0.00													
232		Transformer Pad	5 days	Fri 11/24/23	Thu 11/30/23	\$0.00													
233		Transformer Installation	3 days	Fri 12/1/23	Tue 12/5/23	\$0.00													
234		MV Electrical Connection/Installation	3 days	Wed 12/6/23	Fri 12/8/23	\$0.00													
235		HVAC Installation	5 days	Mon 12/11/23	Fri 12/15/23	\$0.00													
236		Fire Detection System	3 days	Mon 12/18/23	Wed 12/20/23	\$0.00													
237		Red Light & Bell	3 days	Thu 12/21/23	Mon 12/25/23	\$0.00													
238		Mesh Installation	3 days	Tue 12/26/23	Thu 12/28/23	\$0.00													
239		Stage 3 COA	1 day	Fri 12/29/23	Fri 12/29/23	\$0.00													
240		Stage 4 Fit Out	49 days	Wed 11/1/23	Mon 1/8/24	\$1,750,000.00													

Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp													
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1/16	September 1 9/1/20	January 1 1/1/25	May 1 5/1/28	September 1 9/1/23	January 1 1/1/27	May 1 5/1/30
241	★	House Lighting	5 days	Wed 11/1/23	Tue 11/7/23	\$0.00						0%	
242	★	Bull Switches	5 days	Wed 11/8/23	Tue 11/14/23	\$0.00						0%	
243	★	Heating Control	3 days	Wed 11/15/23	Fri 11/17/23	\$0.00						0%	
244	★	Signage	1 day	Mon 11/20/23	Mon 11/20/23	\$0.00						0%	
245	★	Electrical Infrastructure	5 days	Tue 11/21/23	Mon 11/27/23	\$0.00						0%	
246	★	MV Cable Trench/Duct Installation	3 days	Tue 11/28/23	Thu 11/30/23	\$0.00						0%	
247	★	Transformer Pad	5 days	Fri 12/1/23	Thu 12/7/23	\$0.00						0%	
248	★	Transformer Installation	3 days	Fri 12/8/23	Tue 12/12/23	\$0.00						0%	
249	★	MV Electrical Connection/Installation	3 days	Wed 12/13/23	Fri 12/15/23	\$0.00						0%	
250	★	HVAC Installation	5 days	Mon 12/18/23	Fri 12/22/23	\$0.00						0%	
251	★	Fire Detection System	3 days	Mon 12/25/23	Wed 12/27/23	\$0.00						0%	
252	★	Red Light & Bell	3 days	Thu 12/28/23	Mon 1/1/24	\$0.00						0%	
253	★	Mesh Installation	3 days	Tue 1/2/24	Thu 1/4/24	\$0.00						0%	
254	★	Mesh Installation	1 day	Fri 1/5/24	Fri 1/5/24	\$0.00						0%	
255	🚧	Stage 4 COA	1 day	Mon 1/8/24	Mon 1/8/24	\$0.00						1/8	

Critical

Critical Split

Critical Progress

Task

Split

Task Progress

Manual Task

Start-only

Finish-only

Duration-only

Baseline

Baseline Split

Baseline Milestone

Milestone

Summary Progress

Summary

Manual Summary

Project Summary

External Tasks

External Milestone

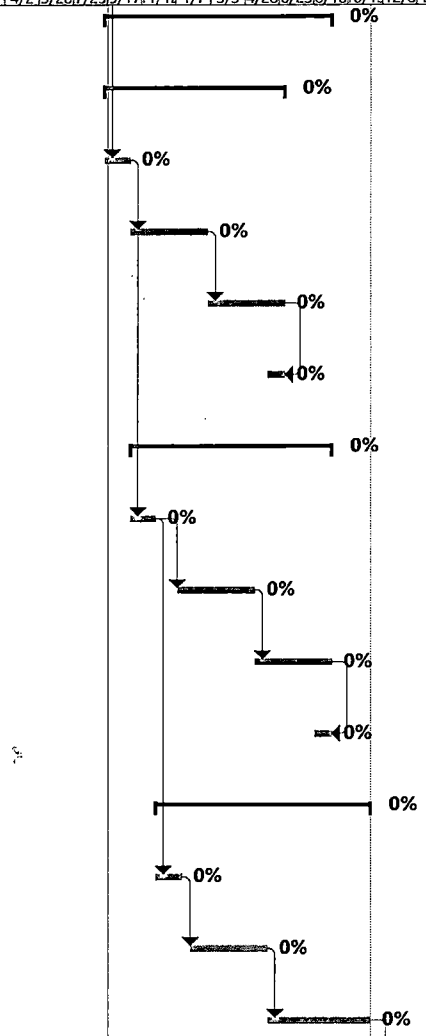
Inactive Task

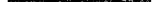
Inactive Milestone

Inactive Summary

Deadline

Page 17

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Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

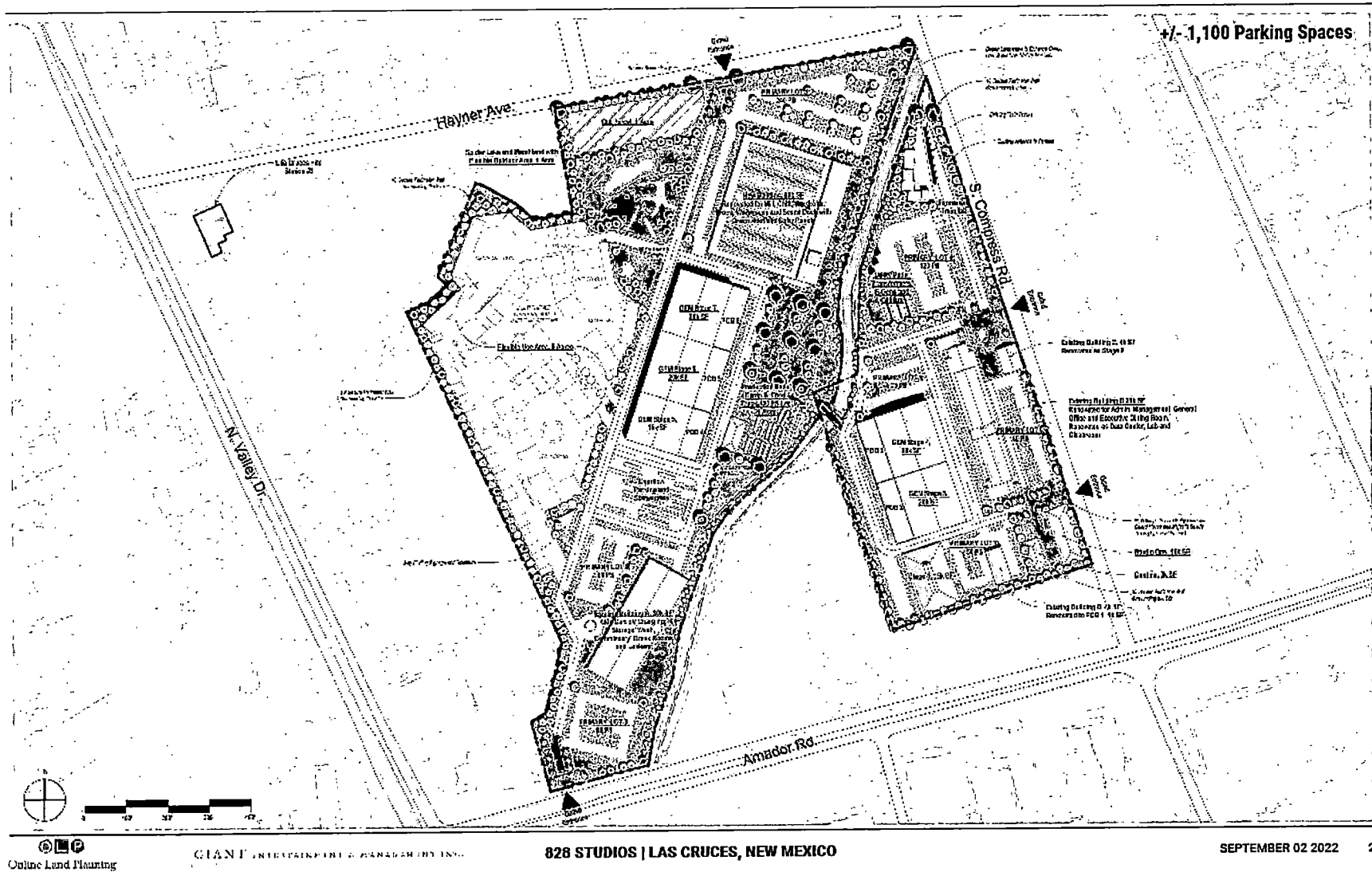
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
271		IT / Telco	20 days	Tue 10/22/24	Mon 11/18/24	\$0.00													
272		Guard Shacks	20 days	Tue 9/5/23	Mon 10/2/23	\$65,000.00													
273		Floorplans	5 days	Tue 9/5/23	Mon 9/11/23	\$0.00													
274		MEP	10 days	Tue 9/12/23	Mon 9/25/23	\$0.00													
275		Construction	5 days	Tue 9/26/23	Mon 10/2/23	\$65,000.00													

Critical	—————	Task Progress	—————	Baseline	—————	Summary	—————	Inactive Task	—————
Critical Split		Manual Task	—————	Baseline Split		Manual Summary	—————	Inactive Milestone	○
Critical Progress	—————	Start-only	□	Baseline Milestone	◇	Project Summary	—————	Inactive Summary	—————
Task	—————	Finish-only	□	Milestone	◆	External Tasks	—————	Deadline	↓
Split		Duration-only	—————	Summary Progress	—————	External Milestone	◇		

16 Conceptual Site Plans

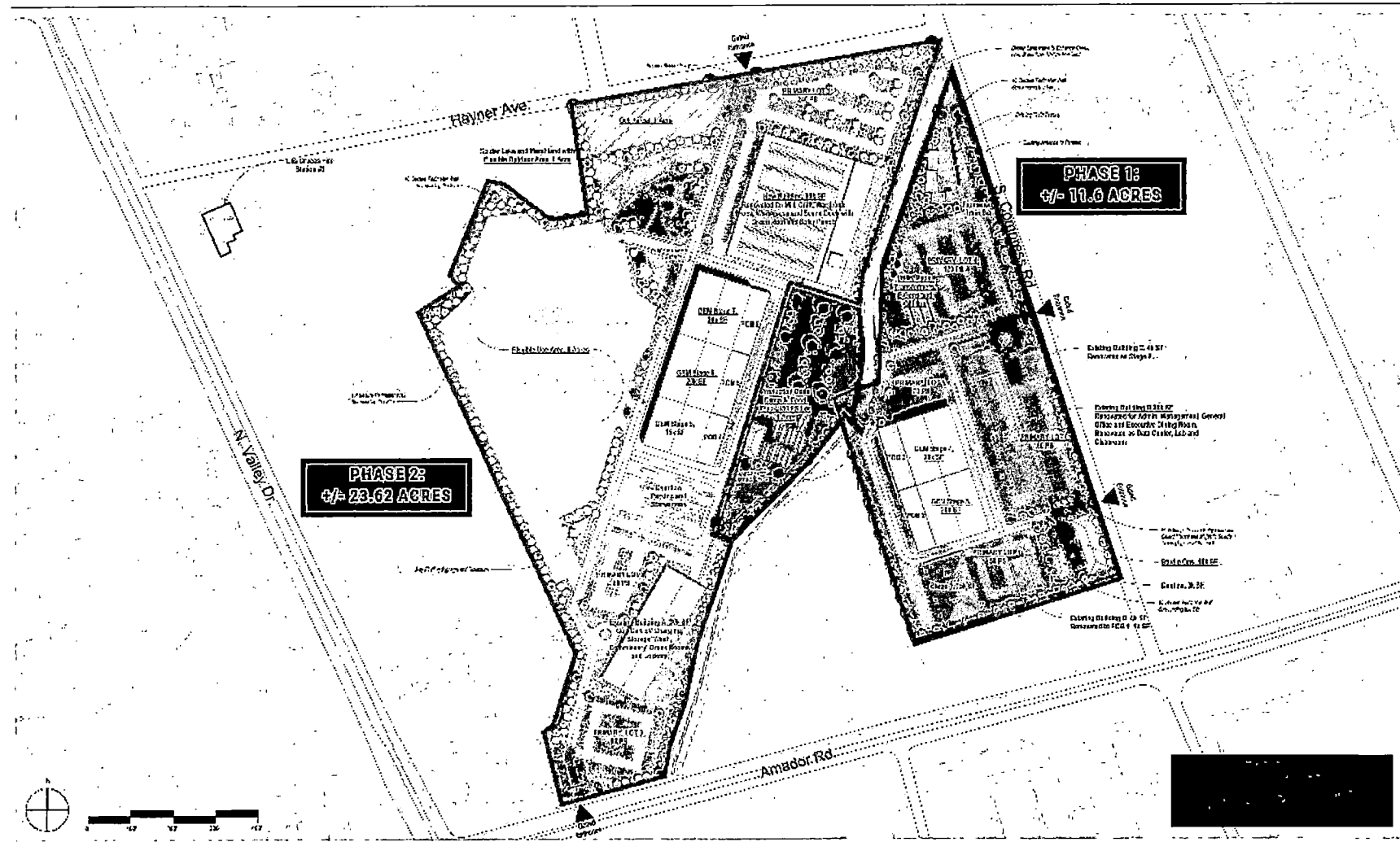
CONCEPTUAL SITE PLAN



CONCEPTUAL PERSPECTIVE



PHASING PLAN



Online Land Planning

GIANT ENTERPRISES MANAGEMENT INC.

828 STUDIOS | LAS CRUCES, NEW MEXICO

SEPTEMBER 02 2022 4

18 Construction Drawings

Placeholder pending architect agreement & scope.

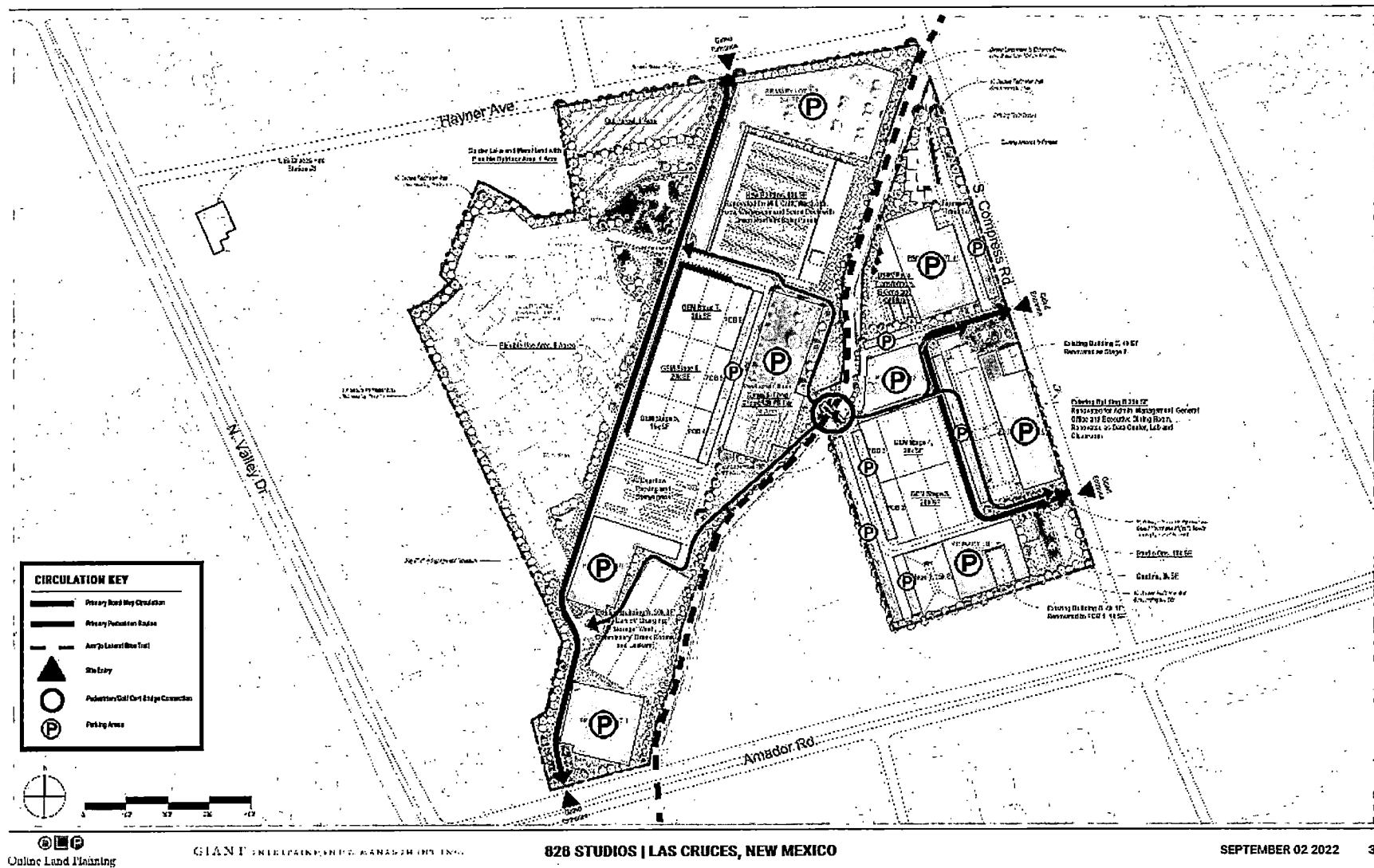
Confirmation needed from GC re: 70 days ending 1/27/23 (Currently showing 70 days from 9/26/22 at a 5 day work week with two days off for Thanksgiving and two weeks off for Christmas/New Years)

19 Demo Permit

Confirm if demo permit can be obtained prior to completion of DD's.

25 Traffic Circulation Plan

CIRCULATION PLAN



26 Permits

Permit cost based on Highland Enterprises summarized estimate and not yet broken out by category.

27 Grading Permit

All permits, starting with grading, reflected in a 30 day window after completion of CD's

- 82 Stage 1 COA**
Stage 1 Certificate Of Occupancy placeholder pending confirmation.
- 88 750 KVA Transformer 900 amp, 480V 3P**
Interior power distribution schedule currently reflected in Task #82 and not yet broken out individually.
- 106 Stage 2 COA**
Stage 2 Certificate Of Occupancy placeholder pending confirmation
- 107 Mechanical**
Stage 2 Mechanical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".
- 110 Electrical**
Stage 2 Electrical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".
- 111 250 KVA Transformer**
Interior electrical installation currently reflected in Task #100; not broken out by task numbers.
- 118 Plumbing**
Stage 2 Plumbing assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".
- 120 Fire Sprinkler System**
Stage 2 Fire Sprinkler System installation requirements TBD
- 126 Workshop A Renovation**
WS-A Renovation cost includes subcategories (Task #122-#133)
- 139 Mechanical**
Workshop A Mechanical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"
- 142 Electrical**
Workshop A Electrical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"
- 143 Transformer (TBD)**
Workshop interior electrical installation currently reflected in Task#131 and not broken out by task.
- 149 Plumbing**
Workshop A Plumbing assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"
- 152 Workshop A COA**
Workshop A COA placeholder pending confirmation
- 153 Production Office Buildings**
POB 1 T.I.'s TBD
- 157 NEW CONSTRUCTION**
All new construction tasks TBD pending design.
- 257 POB 2**
POB cost and schedule placeholder pending design
- 262 POB 3**
POB 3 cost and schedule placeholder pending design
- 272 Guard Shacks**
Guard Shack schedule TBD



HIGHLAND ENTERPRISES, INC.

General Contractors • Lic. No. 4460
Labor Registration No. 0036820050601
 P.O. BOX 2409 Las Cruces, NM 88004
 Phone (575) 524-3551 Fax (575) 526-0835
 Email – hei@highlandnm.com

MARK HETTINGA , PRESIDENT

Budgetary Estimate No. One Date Septembe 8, 2022
 Project 828 Studios Renovations Location 111 S. Compress Rd Las Cruces, NM 88005
 To: 828 Studios

Budgetary Estimate

This is a budgetary estimate and is preliminary in nature. This estimate represents our best estimation of the project based on our interpretation the Customer's ideas, comments and available information. This is not a firm fixed price. A firm fixed price may be offered upon a fully developed set of plans that has been approved by the City of Las Cruces.

Scope of Work

This Scope of Work is limited to Phase 1 which pertains to the following:

- Removal of Trash and debris from 8 acre portion of site
- Removal of large piles of volcanic rock. Rock is to be placed on adjacent lot
- Removal of existing concrete structures
- Construction of Parking Lots and roadways as described
- Renovation of large and tall building to become Stage 1
- Renovation of long building to become Work Shop
- Renovation of metal building to become Stage 2
- Renovation of existing Administration building to become POB 1

Plan Development Requirements

- Architectural and Engineering fees for:
 - Demolition plans
 - Site Plan Floor Plans
 - Elevation Views
 - Structural Foundation plans
 - Structural Building Plans
 - Plumbing plans
 - HVAC plans
 - Electrical plans
 - Fire Protection plans
- Contractor Design/Build Fee
- Topographical Survey
- Geo Technical Study
- Storm Water Pollution Prevention Plan

General Requirements

- Bond (add 2% to estimate total if required)
- Building Permit fees
- Builder's Risk Insurance
- Temporary Facilities
- Temporary Utilities

Demolition / Site Clean Up

- Tree removal
- Removal of Existing stock piles of volcanic rock to Phase 2
- Removal of tires

- Removal of trash and debris
- Removal of RV trailer
- Removal of building contents Stage 1
- Removal of building contents Stage 2
- Removal of building contents Work Shop
- Clean and expose RR Tracks
- Demolition - Existing above grade concrete structures
- Demo Bagging equipment at Work Shop

Site Work

- Materials testing
- Access road to Stage 1 and Work Shop
- Construction of remaining site roadways (Phase 2)
- Asphalt Parking - Lot 4
- Asphalt Parking - Lot 5
- Asphalt Parking Work Shop
- Asphalt Parking - Lot 6
- Asphalt Parking - Stage 1 Lot
- Asphalt Parking - POB Lots 2&3
- Graveled area for Chiller, Satellite Dishes, Generators
- Cantina Slab
- Landscape Phase 1 (12,000 SF)
- Landscape Phase 2 (35,990 SF)
- Phase 1 - Underground Retention Ponds
- Phase 2 - Underground Retention Ponds

Renovation of Sound Stage 1

- Remove and replace 9,000 SF of existing floor
- Remove existing sheeting on roof and walls
- Add sub-framing as required to receive new exterior and interior panel products
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 18' wide by 12' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- Plumbing - gas piping
- HVAC - 150 TNS heating and cooling, ventilation fans, gas
- Electrical - 750 KVA, 900 amp, 480V 3 phase service, distribution transformers and panel boards at 6 places around the building, high bay lighting, emergency lighting, ingress/egress, exterior wall pack lighting, general purpose 120V outlets through out
- Fire Sprinkler system

Renovate Work Shop - 350' x 72' x 12' Metal Building

- Remove existing roof and wall sheeting
- Install PBR 26 ga roof sheets
- Install/replace/repair sub-framing as required
- Install OSB/SIP panels at exterior walls
- Install metal wall panels on interior side of SIP panels
- Insulate roof with vinyl backed fiberglass insulation
- Remove existing wood framing structure (Breeze Way) and replace with metal building framing
- 3ea demising walls in the building
- 10 ea Exterior man doors
- 6 ea 12' x 10' Overhead doors
- 2ea - Construct Loading docks with concrete approach ramps, hand railing, dock levelers

- HVAC - 75 TNS
- Plumbing - Restrooms, gas
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/egress, exterior wall pack lighting, convenient outlets, 220V outlets
- Fire Sprinkler system

Renovate Stage 2 - 3,750 SF

- Remove existing roof and wall sheeting
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 16' wide by 14' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- HVAC - 20 TNS, ventilation fans
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/egress, exterior wall pack lighting, convenient outlets, 220V outlets

Misc. Buildings

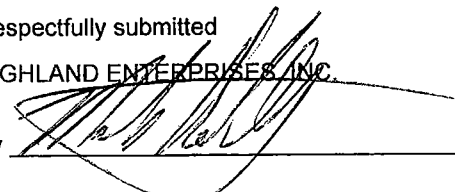
- Studio Ops Building (Generic SF Price \$160.00/SF)
- Renovate POB 1 - make repairs and minor modifications (Generic SF Price \$25.00/SF)
- Stages 3&4 POB 2 & 3 - ???
- 2 ea Pre-manufactured Guard House
- Proposed buildings at north end of RR tracks ???

Estimated Cost - Please Refer to Breakdown Sheet Attached**Exclusions / Assumptions:**

- Assumes existing building foundations and slabs are suitable for intended purposes
- Assumes existing metal building frames, joist, rafters are structurally sufficient for intended use
- Excludes Development and Impact fees
- Excludes Traffic Studies
- Excludes Flood Plain Studies
- Excludes Site Survey (To be provided by Owner)
- Excludes Mobilization / Demobilization charges
- Excludes City induced improvements along Compress Rd. i.e. sidewalks, bike paths, traffic signage etc.
- Excludes underground unforeseen conditions - buried slabs, footings, basements, unknown utilities
- Excludes removal/abatement of any hazardous materials that may be found on site
- Excludes removal of existing utilities
- Excludes existing concrete slabs on site
- Excludes retaining walls near Workshop
- Excludes any utility extensions - Water, sewer, electrical, gas
- Excludes camera, surveillance systems, security systems, telephone systems, fiber optics
- Excludes repair or alteration of existing footings
- Excludes filling vent pipes with concrete

Respectfully submitted

HIGHLAND ENTERPRISES, INC.

By 

Phase 1 8 Acres	Qty	unit	Budget	Phase 1	Phase 2
PLAN DEVELOPMENT REQUIREMENTS					
Architectural Fees			\$ 515,000.00	\$ 515,000.00	
Contractor Design/Build Fee	1		\$ 125,000.00	\$ 125,000.00	
Topo Survey	1		\$ 9,100.00	\$ 9,100.00	
Geo Tech Report	1		\$ 8,000.00	\$ 8,000.00	
Storm Water Pollution Prevention Plan	1		\$ 7,000.00	\$ 7,000.00	
GENERAL REQUIREMENTS					
Bond			???	???	
Building Permit	1		\$ 103,500.00	\$ 103,500.00	
Development/ Impact Fees	1		???	???	
Insurance Builder's Risk	1		\$ 20,000.00	\$ 20,000.00	
Temporary Facilities	1		\$ 2,100.00	\$ 2,100.00	
Temporary Utilities	1		\$ 19,041.00	\$ 19,041.00	
DEMOLITION /SITE CLEAN UP					
Tree Removal	22	EA	\$ 52,096.00	\$ 52,096.00	
Removal of volcanic rock to Phase 2	2,490	CY	\$ 166,000.00	\$ 166,000.00	
Tire Removal	1	LS	\$ 1,500.00	\$ 1,500.00	
Misc Trash	1	LS	\$ 18,226.00	\$ 18,226.00	
RV Trailer	1	LS	\$ 2,700.00	\$ 2,700.00	
Stage 1 Clean Out	1	LS	\$ 8,650.00	\$ 8,650.00	
Stage 2 Clean Out	1	LS	\$ 37,100.00	\$ 37,100.00	
Work Shop Clean Out	1	LS	\$ 30,000.00	\$ 30,000.00	
Clean Gravel at RR Tracks	1	LS	\$ 22,601.00	\$ 22,601.00	
Demo above grade concrete Structures	1	LS	\$ 44,830.00	\$ 44,830.00	
Demo Bagging Equipment	1	LS	\$ 6,700.00	\$ 6,700.00	
SITE WORK					
Materials Testing	1		\$ 7,000.00	\$ 7,000.00	
Site Security Systems	1		???	???	
Utility Extension Water	1		???	???	
Utility Extension Sewer	1		???	???	
Utility Extension Gas	1		???	???	
Utility Extension Electric	1		???	???	
Utility Extension Fiber Optic	1		???	???	
Site Rough Grading	???	CY	???	???	???
Access Road ST1 & Work Shop	3,460	SY	\$ 304,790.00	\$ 304,790.00	
Remaining Access Roads	47,144	SY	\$ 203,000.00		\$ 203,000.00
Asphalt paved Parking Lot Parking Lot - Lot 4	3,280	SY	\$ 159,100.00		\$ 159,100.00
Asphalt paved Parking Lot - Lot 5	3,155	SY	\$ 167,015.00	\$ 167,015.00	
Asphalt paved Parking Lot - Work Shop	1,694	SY	\$ 93,144.00	\$ 93,144.00	
Asphalt paved Parking Lot - Lot 6	3,280	SY	\$ 172,715.00	\$ 172,715.00	
Asphalt paved Parking Lot - Stage 1 Lot	1,509	SY	\$ 83,328.00	\$ 83,328.00	\$ -
Asphalt Paved Parking Lot -POB Lots 2&3	2,162	SY	\$ 119,900.00		\$ 119,900.00
Graveled Lot for Chilllers, Satellites, Generators	4,646	SY	\$ 33,250.00		\$ 33,250.00
Cantina Slab	950	SF	\$ 7,200.00		\$ 7,200.00
Landscape	47,990	SF	\$ 249,548.00	\$ 62,387.00	\$ 187,161.00
Area Adjacent to East Side to Stage 3&4	6,746	SF	???		???
Phase 1 Underground Storm Retention	2	EA	\$ 575,000.00	\$ 575,000.00	
Phase 2 Underground Storm Retention	2	EA	\$ 575,000.00		\$ 575,000.00

SOUND STAGE 1 RENOVATION					
Floor - Demo and Replace	9,000	SF	\$ 215,256.00	\$ 215,256.00	
Remove existing wall sheets, Replace with King Span Panels	32,000	SF	\$ 2,303,249.54	\$ 2,303,249.54	
Install SIPS Panels Interior Walls and Roof					
Install Duct Liner					
18' wide Bi-parting door	1	EA			
Hollow Metal Man Doors	3	EA			
Plumbing	15,600	SF	\$ 20,000.00	\$ 20,000.00	
HVAC 150 TNS	15,600	SF	\$ 624,000.00	\$ 624,000.00	
Electrical 750 KVA, 900 amp, 3Ph Service	15,600	SF	\$ 615,100.00	\$ 615,100.00	
Fire Sprinkler System w/ booster pump	15,600	SF	\$ 546,000.00	\$ 546,000.00	

WORK SHOP RENOVATION					
Work Shop Bldg 350' x 72' x 12	25,200	SF	\$ 1,638,000.00	\$ 1,638,000.00	
Loading Dock	2	EA	\$ 208,000.00	\$ 208,000.00	
STAGE 2 RENOVATION					
Stage 2 Bldg 50'x75'x14'	3,750	SF	\$ 420,000.00	\$ 420,000.00	

MISC. BUILDINGS					
Studio Ops Bldg	4,000	SF	\$ 640,000.00		\$ 640,000.00
POB 1 Building Renovate	3,670	SF	\$ 91,750.00	\$ 91,750.00	
Stages 3,4 POB 2,3	62,962	SF	???		???
Guard Shacks	2	EA	\$ 65,000.00	\$ 65,000.00	
Proposed Train Set Buildings	4,901	SF	???		???

Total Budget So Far	Phase 1	Phase 2 So Far
\$ 11,335,489.54	\$ 9,410,878.54	\$ 1,924,611.00

8.1875% NMGR Tax

\$ 770,515.68

\$ 10,181,394.22 Phase 1 w/ tax

828 Productions Financial History Description

828 Productions, LLC is a start up with no prior financial data. The business plan and projections submitted in this application are the financial information that is currently available.



LEDA Application

Job Creation Additional Information

The current LEDA Application for 828 Productions is pertaining only to the work being proposed for 828 Studios NM. Future expansions to 828 Productions will include the following areas:

- Film Financing
- Production Accounting
- Production Services
- Postproduction Services

Additional models are being developed for these business areas and will be included in any future LEDA funding applications.

828 Productions LLC				Number of Jobs Created			Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3	Yr 1	Yr 2	Yr 3
Studio	Director, Studio Operations	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
Studio	Asst to Director of Studio Operations	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
Studio	Manger, Studio Operation	L	\$ 70,000.00	1			\$ 70,000.00	\$ -	\$ -
Studio	Manager, Accounting	L	\$ 125,000.00	1			\$ 125,000.00	\$ -	\$ -
Studio	Coordinator, Studio Facilities	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Studio Electrician	L	\$ 100,000.00	1			\$ 100,000.00	\$ -	\$ -
Studio	Studio Electrician	L	\$ 100,000.00	1			\$ 100,000.00	\$ -	\$ -
Studio	Maintenance Worker	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Maintenance Worker	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Stage Department Manager	L	\$ 100,000.00	1			\$ 100,000.00	\$ -	\$ -
Studio	Stage Manager	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Stage Hand	L	\$ 50,000.00	1			\$ 50,000.00	\$ -	\$ -
Studio	Stage Hand	L	\$ 50,000.00		1		\$ -	\$ 50,000.00	\$ -
Studio	Stage Hand	L	\$ 50,000.00			1	\$ -	\$ -	\$ 50,000.00
Studio	Catering Manager	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	UPM	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Set Designer	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Property Manager	L	\$ 50,000.00	1			\$ 50,000.00	\$ -	\$ -
Studio	Transporation and Logistics Manger	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Transportation Asst	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Transportation Asst	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Grip	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Grip	L	\$ 60,000.00	0	1		\$ -	\$ 60,000.00	\$ -
Studio	Lighting Foreman	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Mill Supervisor	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
Studio	Mill Assistant	L	\$ 30,000.00	1			\$ 30,000.00	\$ -	\$ -
Studio	Painter	L	\$ 30,000.00	1			\$ 30,000.00	\$ -	\$ -
Studio	Construction Grip	L	\$ 45,000.00	1			\$ 45,000.00	\$ -	\$ -
Studio	IT Support	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
Studio	Security Superisor	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
828 Productions	CEO	L	\$ 300,000.00	1			\$ 300,000.00	\$ -	\$ -
828 Productions	Project Coordinator	L	\$ 50,000.00	1			\$ 50,000.00	\$ -	\$ -
828 Productions	Project Manager	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -

828 Productions LLC				Number of Jobs Created			Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3	Yr 1	Yr 2	Yr 3
828 Productions	Project Manager	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	EVP, Sales and Distribution	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
828 Productions	Asst to EVP Sales and Distribution	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	EVP, Physical Production	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
828 Productions	Asst to EVP Physical Production	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	Director, Creative Services? DM	L	\$ 125,000.00	1			\$ 125,000.00	\$ -	\$ -
828 Productions	Office Manager	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	Office Assistant	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
828 Productions	Director of Human Resources	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	EVP of Production Accounting	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
828 Productions	VP of Production Accounting	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00		1		\$ -	\$ 60,000.00	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00		1		\$ -	\$ 60,000.00	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00			1	\$ -	\$ -	\$ 60,000.00
828 Productions	Production Accounting Asst.	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
828 Productions	Legal Counsel	L	\$ 300,000.00		1		\$ -	\$ 300,000.00	\$ -
828 Productions	Paralegal	L	\$ 100,000.00		1		\$ -	\$ 100,000.00	\$ -
828 VFX Facility	VFX Producer	L	\$ 200,000.00		1		\$ -	\$ 200,000.00	\$ -
828 VFX Facility	VFX Supervisor	L	\$ 150,000.00		1		\$ -	\$ 150,000.00	\$ -
828 VFX Facility	VFX Controller	L	\$ 150,000.00			1	\$ -	\$ -	\$ 150,000.00
828 VFX Facility	Technical Director	L	\$ 150,000.00		1		\$ -	\$ 150,000.00	\$ -
828 VFX Facility	Lead Animator	L	\$ 100,000.00		1		\$ -	\$ 100,000.00	\$ -
828 VFX Facility	Animator	L	\$ 100,000.00		1		\$ -	\$ 100,000.00	\$ -
828 VFX Facility	Lighting and Rendering Lead	L	\$ 90,000.00		1		\$ -	\$ 90,000.00	\$ -
828 VFX Facility	VFX Assistant	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
828 VFX Facility	VFX Assistant	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
828 VFX Facility	Art Dept Assistant	L	\$ 40,000.00	1	0		\$ 40,000.00	\$ -	\$ -
828 VFX Facility	Office Manager	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Post Production	VP Post Production	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
828 Post Production	Post Production Supervisor	L	\$ 100,000.00	1			\$ 100,000.00	\$ -	\$ -
828 Post Production	Post Production Supervisor	L	\$ 100,000.00		1		\$ -	\$ 100,000.00	\$ -
828 Post Production	Editor	L	\$ 90,000.00	1			\$ 90,000.00	\$ -	\$ -
828 Post Production	Editor	L	\$ 90,000.00		1		\$ -	\$ 90,000.00	\$ -
828 Post Production	Asst. Editor	L	\$ 75,000.00		1		\$ -	\$ 75,000.00	\$ -
828 Post Production	Asst. Editor	L	\$ 75,000.00			1	\$ -	\$ -	\$ 75,000.00
828 Post Production	Colorist	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Post Production	Colorist	L	\$ 75,000.00		1		\$ -	\$ 75,000.00	\$ -
828 Post Production	Sound Designer	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Post Production	Sound Designer	L	\$ 75,000.00		1		\$ -	\$ 75,000.00	\$ -
828 Post Production	Music Supervisor	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -

828 Productions LLC				Number of Jobs Created			Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3	Yr 1	Yr 2	Yr 3
828 Post Production	Tech Support	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Post Production	Tech Support	L	\$ 60,000.00		1		\$ -	\$ 60,000.00	\$ -
828 Post Production	Facilities Manager	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Post Production	Office Manager	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
							\$ 4,635,000.00	\$ 2,295,000.00	\$ 575,000.00
							Total Yr 1	Total added yr 2	Total added yr 3

Total Number of Jobs Created

62

28

10 =

100

Total Estimated Payroll At year 3

\$ 7,505,000.00

Average Payscale

\$ 75,050.00

* All hiring will be done locally, but may move to outside NM recruitment and new hires asked to move to Las Cruces if needed.

** Projections are based on 3 years per the requirements of the online application, but will be accomplished over a 5-7 year span as directed by NMEDD.

***NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT
AUTHORIZATION FOR EXAMINATION AND RELEASE OF
INFORMATION**

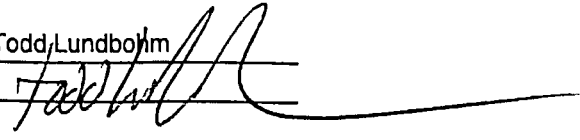
Todd Lundbohm hereby grants permission to the New Mexico Economic Development Department to conduct a review, full disclosure, and release of any and all information authorized pursuant to federal and state law. The purpose for obtaining and examining the information is to construct a record of the company's personal and professional history, including credit history, to ensure it meet the requirements that the New Mexico Economic Development Department has established for potential recipients of State funds. The company understands an investigation will be conducted by the New Mexico Economic Development Department, the New Mexico Department of Public Safety, or their contractors, and the results of the investigation will only be supplied to the New Mexico Economic Development Department.

Todd Lundbohm, hereby grants the New Mexico Economic Development Department permission to obtain any information in its background pertaining to any credit (to include obtaining a copy of a commercial credit report), education, bankruptcy, investigation, arrest and/or conviction of it or its principals in any criminal or civil matter. The company also authorizes an employee of the New Mexico Economic Development Department, as its authorized representative, to obtain from the New Mexico Taxation and Revenue Department and/or the Department of Workforce Solutions any tax information that is in any way related to a company Todd Lundbohm owns or has invested in. Todd Lundbohm, hereby directs you to release such information upon the request of this bearer. Todd Lundbohm, hereby releases you as a custodian of such records for any criminal justice, law enforcement or court agency, including its officers and employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, that may at any time result to the New Mexico Economic Development Department or the State of New Mexico because of compliance with this authorization and request to release information; or any attempt to comply with it.

1. The information reviewed, disclosed, and/or released may be used by the New Mexico Economic Development Department for any lawful purpose and/or to determine the company's suitability to receive funds from the State of New Mexico.
2. Todd Lundbohm hereby releases the providers and users of the information collected pursuant to this authorization from any liability under state or federal privacy laws and further release the New Mexico Economic Development Department, its contractors, agents, and/or employees from any liability which may be incurred as a result of the collection and use of information.

3. Todd Lundbohm, understands that it may revoke this authorization in writing at any time.

FULL NAME: Todd Lundbohm

SIGNATURE: 

TITLE: CEO

COMPANY: 828 Productions llc

The above named certifies that they are authorized to commit to this release on behalf of the company identified.

Please provide below information if company is a sole proprietorship:

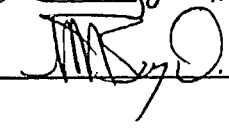
SSN: _____
DOB: _____

DATE: 9/29/2022

**** This Document is only valid if notarized***

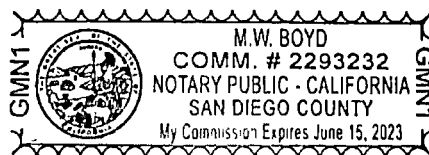
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

Scribed and sworn to me on this 29th day of September
2022 of San Diego County, New Mexico

Signed 

My Commission expires: 6-15-2023

Notary Public



DRAFT 2/3/2017

pg. - 2 -



LEDA Application

NM Quarterly Wage Report

The current LEDA Application does not include a quarterly wage report due to 828 Productions being a start up company. Wage details will be provided with any future LEDA applications as the organization adds jobs.



Michelle Lujan Grisham • Governor
Alicia J. Keyes • Cabinet Secretary

Exhibit C – LEDA Application

Affirmation of officer of Company

Declaration of 828 Productions LLC Officer

I, Todd Lundbohm, declare as follows:

I am CEO for 828 Productions LLC and I have been employed in this capacity since 6/15/2020. Except where otherwise noted, I have personal knowledge of the facts set forth in this declaration.

Date: 9/24/2022

I declare under penalty of perjury that the foregoing is true and correct.

DocuSigned by:

Todd Lundbohm

09EB88C4B4E340D...

Name Todd Lundbohm

Job Title CEO

Name of Company 828 Productions LLC



EDD

ECONOMIC
DEVELOPMENT
DEPARTMENT

3/30/2022

FISCAL IMPACT ANALYSIS AND ECONOMIC IMPACT OF THE EXPANSION OF 828 PRODUCTIONS

Prepared by:

New Mexico Economic Development Department
Joseph Montoya Building
6100 S. St. Francis Drive
Santa Fe, New Mexico 87505



Purpose and Limitations:



Introduction:

This report and analysis presents the results of an economic impact analysis performed using a model developed by the New Mexico Economic Development Department. The report estimates the impact that a potential project may have on the state and local economies and estimates the costs and benefits for the state and local economies over a 10-year period. The report and analysis uses RIMS II Multipliers produced by the U.S. Bureau of Economic Analysis (BEA).

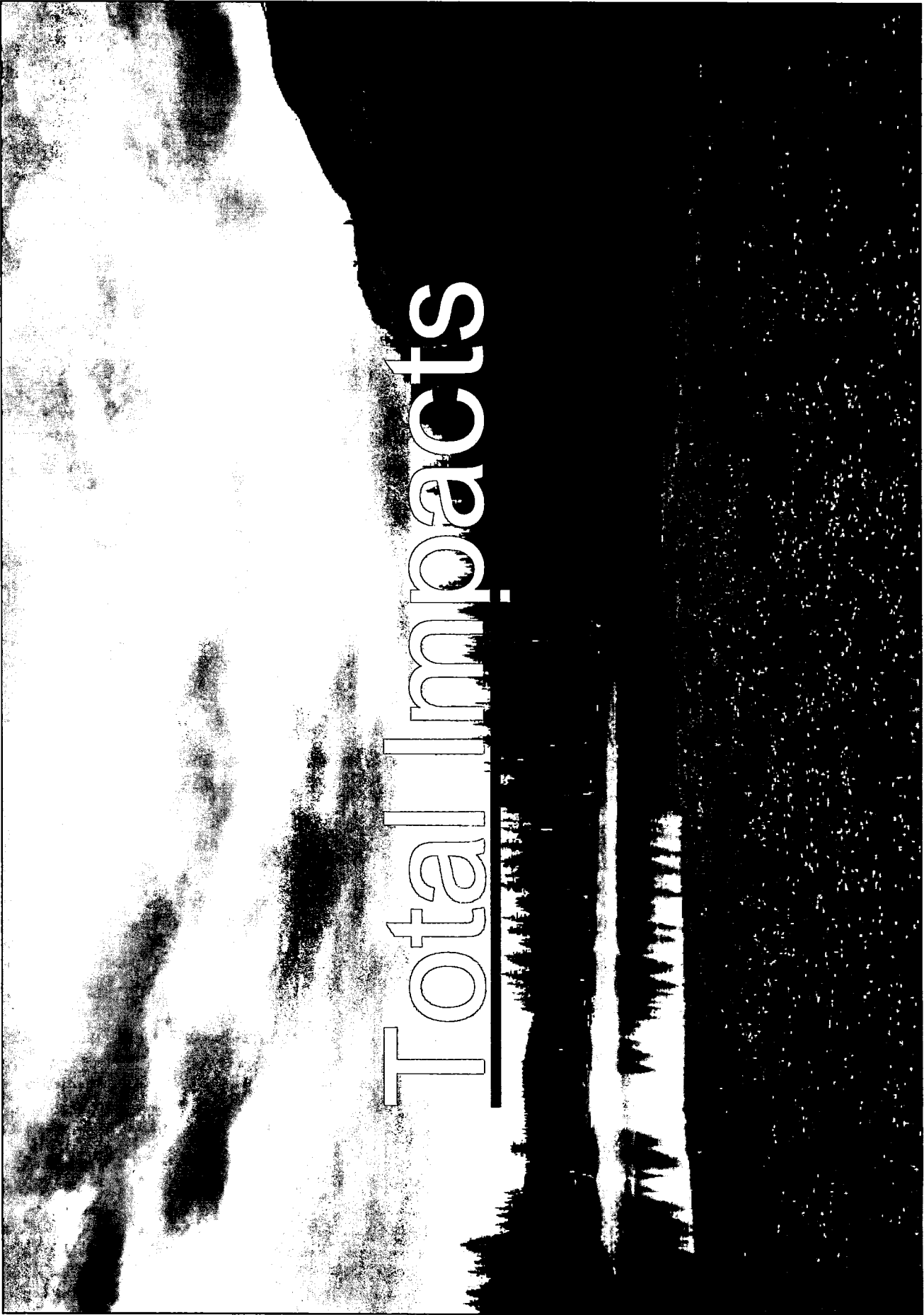
Most projects produce a growth in population and/or a growth in the workforce in a City, County and the State of New Mexico. All growth comes at a cost, the additional economic activity and population growth stimulated by the project will generate additional costs in terms of providing basic infrastructure (roads and utilities) and public services (including public safety and schools). For example, if the applicant hires employees from outside the State, County and City, those workers who end up relocating their residence to within one or all of those areas, the population for which the government must provide services also increases. The costs associated with the expansion are broken down into two categories: 1) New residents to the State, County and City. 2) New Mexican residents hired to work for the company. The analysis assumes that all workers will live in the area of the expansion.

Description of the Company:

0

Description of the Project:

828 Productions is looking to develop multiple stages and postproduction facilities in the Las Cruces area. This will be a combination of productions and permanent full-time positions dedicated to post and pre- production.



Fiscal Impact of Existing and Expanded Operations Over the Next Ten Years

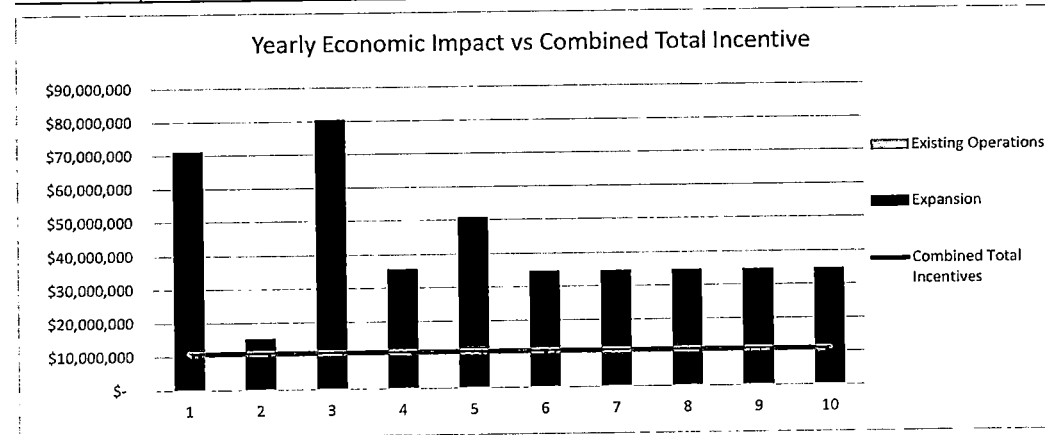
Cumulative Net Benefits								
	Existing Operations		Expansion		Existing & Expanded Operations	Present Value of Net Benefits*		
State of New Mexico	\$	-	\$	18,050,424	\$	18,050,424	\$	15,061,099
County	\$	-	\$	7,642,060	\$	7,642,060	\$	6,243,473
City	\$	-	\$	10,567,772	\$	10,567,772	\$	8,899,565
School District	\$	-	\$	4,202,609	\$	4,202,609	\$	3,306,051
Special Taxing District	\$	-	\$	830,883	\$	830,883	\$	653,628
Total	\$	-	\$	41,293,749	\$	41,293,749	\$	34,163,816

* The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

** In the cumulative net benefits of the existing and expanded operations for the State of New Mexico, corporate income tax has been removed from the existing operations total to avoid double counting.

Total Economic Impact

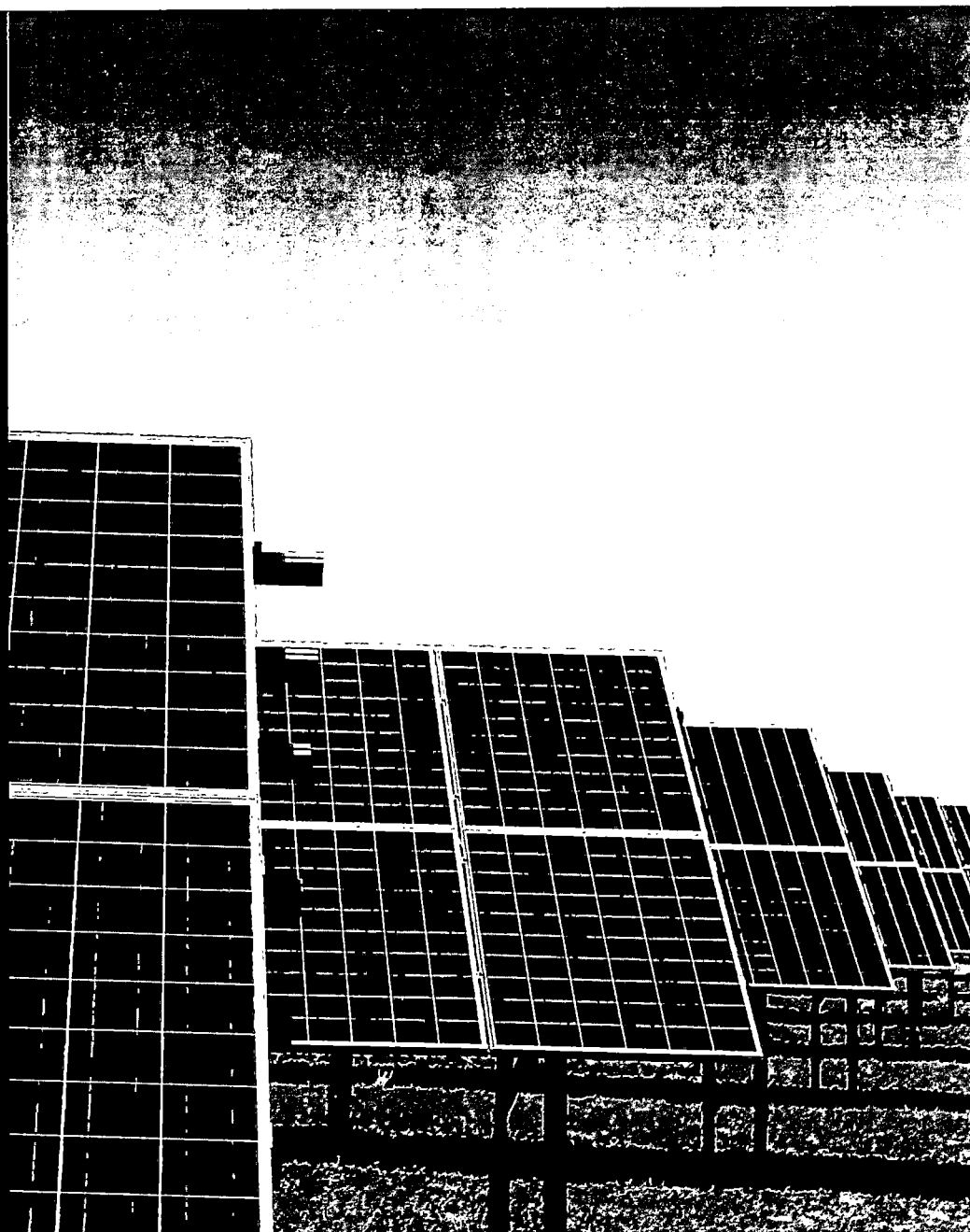
	Total
Estimated Economic Impact Over 10 Years:	\$ 424,743,368
Combined Total Incentive Over 10 Years:	\$ 10,994,818
Economic Impact Rate of Return:	3,763%

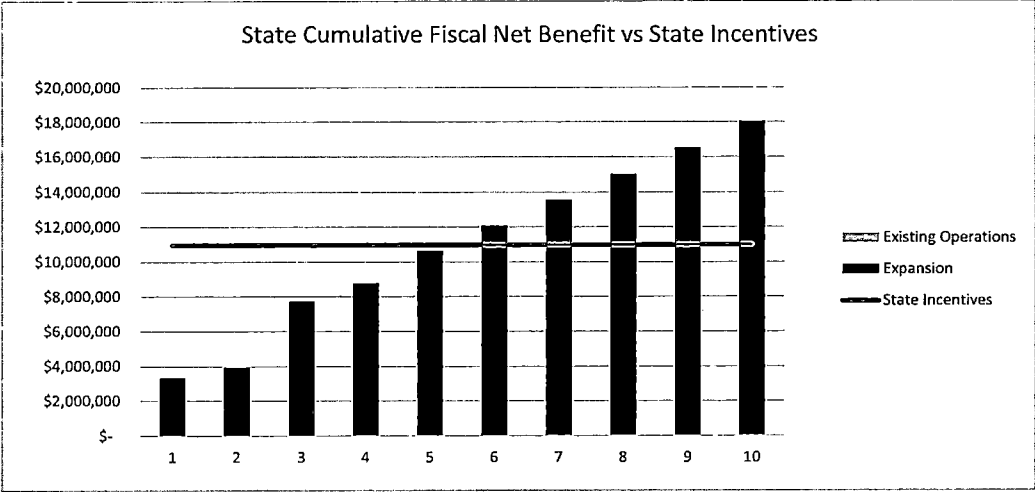


Workers and New Residents over 10 years

	Direct	Indirect and Induced
Number of Jobs Created:	335	177
Estimated Number of Construction Workers:	1002	
Estimated Number of New Residents to the State:	0	
Estimated Number of New Residents to the County:	0	
Estimated Number of New Residents to the City:	0	

State Impacts





Incentives

Total State Incentive:	\$	10,994,818
State Incentive Per Job:	\$	32,820

Combined Payback and Return

State Payback Period Combined:	5.24 Years
State Rate of Return Combined:	37%

Expansion Only Payback and Return

State Payback Period Expansion:	5.24 Years
State Rate of Return Expansion:	37%

State Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$	\$	\$	-
2	\$	\$	\$	-
3	\$	\$	\$	-
4	\$	\$	\$	-
5	\$	\$	\$	-
6	\$	\$	\$	-
7	\$	\$	\$	-
8	\$	\$	\$	-
9	\$	\$	\$	-
10	\$	\$	\$	-

State Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 3,348,162	\$ -	\$ 3,348,162	\$ 3,348,162
2	\$ 608,048	\$ -	\$ 608,048	\$ 3,956,211
3	\$ 3,791,510	\$ -	\$ 3,791,510	\$ 7,747,721
4	\$ 1,041,353	\$ -	\$ 1,041,353	\$ 8,789,073
5	\$ 1,861,537	\$ -	\$ 1,861,537	\$ 10,650,611
6	\$ 1,436,182	\$ -	\$ 1,436,182	\$ 12,086,792
7	\$ 1,457,746	\$ -	\$ 1,457,746	\$ 13,544,538
8	\$ 1,479,634	\$ -	\$ 1,479,634	\$ 15,024,172
9	\$ 1,501,851	\$ -	\$ 1,501,851	\$ 16,526,023
10	\$ 1,524,401	\$ -	\$ 1,524,401	\$ 18,050,424

State Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 3,348,162	\$ -	\$ 3,348,162	\$ 3,348,162
2	\$ 608,048	\$ -	\$ 608,048	\$ 3,956,211
3	\$ 3,791,510	\$ -	\$ 3,791,510	\$ 7,747,721
4	\$ 1,041,353	\$ -	\$ 1,041,353	\$ 8,789,073
5	\$ 1,861,537	\$ -	\$ 1,861,537	\$ 10,650,611
6	\$ 1,436,182	\$ -	\$ 1,436,182	\$ 12,086,792
7	\$ 1,457,746	\$ -	\$ 1,457,746	\$ 13,544,538
8	\$ 1,479,634	\$ -	\$ 1,479,634	\$ 15,024,172
9	\$ 1,501,851	\$ -	\$ 1,501,851	\$ 16,526,023
10	\$ 1,524,401	\$ -	\$ 1,524,401	\$ 18,050,424

State Breakdown of Combined Benefits, Costs, and Net Benefits
Over the Next 10 Years

Taxes and Revenue

Gross Receipt Taxes	\$ 8,355,193
Personal Income Taxes	\$ 9,695,231
Corporate Income Taxes	\$ -
Misc. Taxes and Revenue	\$ -
Subtotal of Benefits	\$ 18,050,424

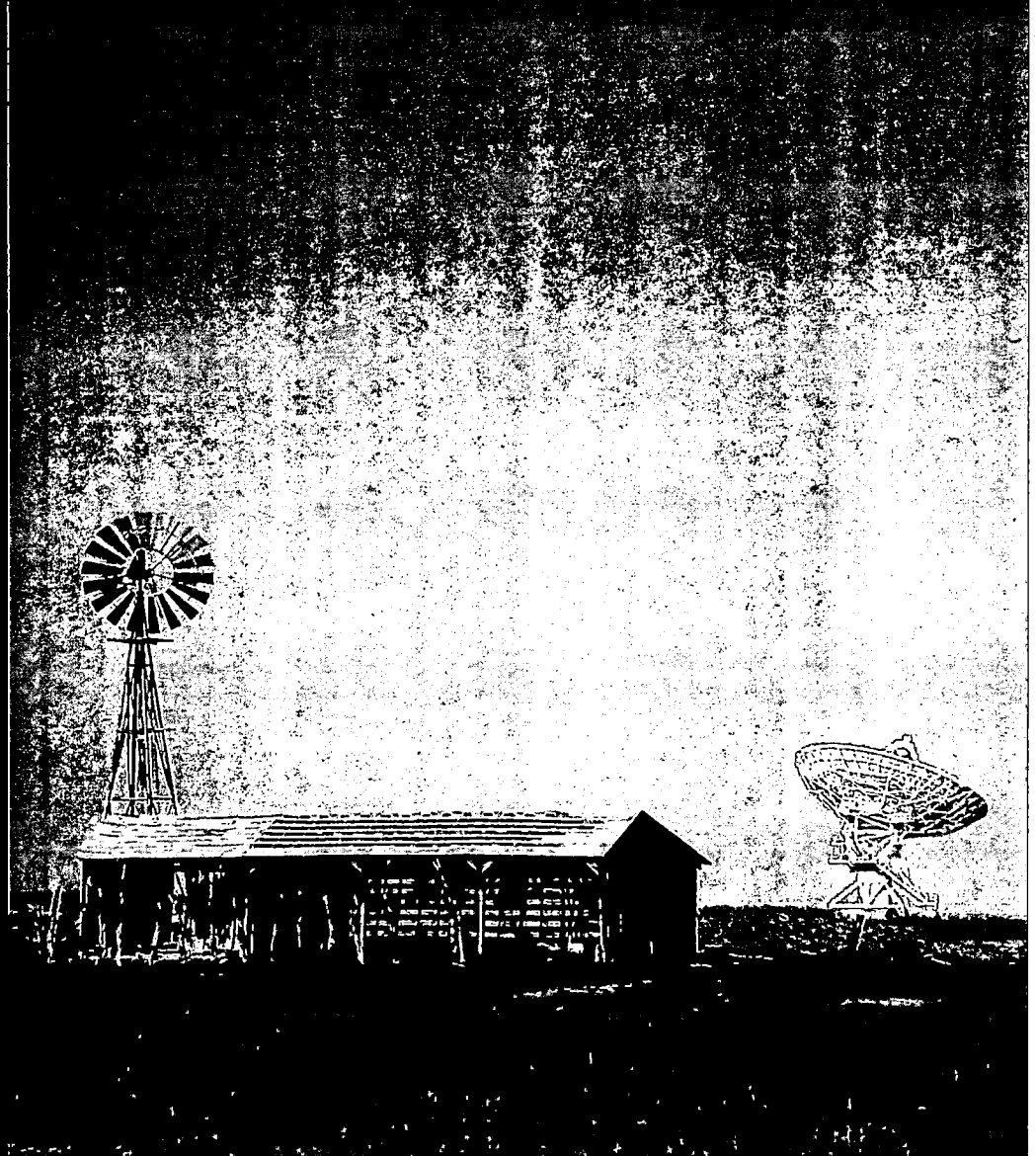
Costs

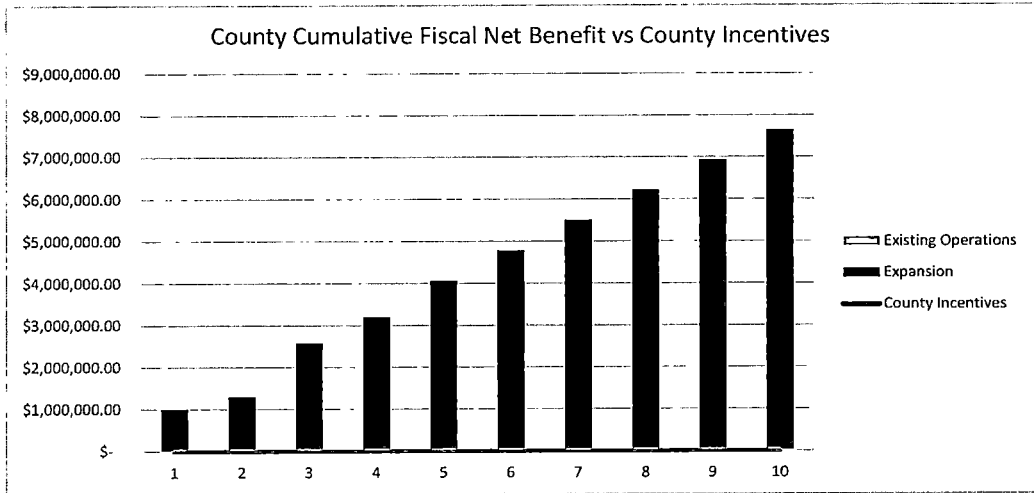
Costs	\$ -
Subtotal of Costs	\$ -

Net Benefits

Net Benefits	\$ 18,050,424
Present Value	\$ 15,061,099

County Impacts





Incentives

Total County Incentive:	\$	-
County Incentive Per Job:	\$	-

Combined Payback and Return

County Payback Period Combined:	-	Years
County Rate of Return Combined:	N/A	

Expansion Only Payback and Return

County Payback Period Expansion:	-	Years
County Rate of Return Expansion:	N/A	

County Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
6	\$	\$	\$	\$
7	\$	\$	\$	\$
8	\$	\$	\$	\$
9	\$	\$	\$	\$
10	\$	\$	\$	\$

County Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 1,000,293	\$ -	\$ 1,000,293	\$ 1,000,293
2	\$ 300,654	\$ -	\$ 300,654	\$ 1,300,946
3	\$ 1,280,261	\$ -	\$ 1,280,261	\$ 2,581,207
4	\$ 619,670	\$ -	\$ 619,670	\$ 3,200,877
5	\$ 860,723	\$ -	\$ 860,723	\$ 4,061,600
6	\$ 725,341	\$ -	\$ 725,341	\$ 4,786,941
7	\$ 720,495	\$ -	\$ 720,495	\$ 5,507,436
8	\$ 715,868	\$ -	\$ 715,868	\$ 6,223,304
9	\$ 711,465	\$ -	\$ 711,465	\$ 6,934,769
10	\$ 707,291	\$ -	\$ 707,291	\$ 7,642,060

County Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 1,000,293	\$ -	\$ 1,000,293	\$ 1,000,293
2	\$ 300,654	\$ -	\$ 300,654	\$ 1,300,946
3	\$ 1,280,261	\$ -	\$ 1,280,261	\$ 2,581,207
4	\$ 619,670	\$ -	\$ 619,670	\$ 3,200,877
5	\$ 860,723	\$ -	\$ 860,723	\$ 4,061,600
6	\$ 725,341	\$ -	\$ 725,341	\$ 4,786,941
7	\$ 720,495	\$ -	\$ 720,495	\$ 5,507,436
8	\$ 715,868	\$ -	\$ 715,868	\$ 6,223,304
9	\$ 711,465	\$ -	\$ 711,465	\$ 6,934,769
10	\$ 707,291	\$ -	\$ 707,291	\$ 7,642,060

County Breakdown of Combined Benefits, Costs, and Net Benefits
Over the Next 10 Years

Taxes and Revenue

Gross Receipt Taxes	\$ 2,677,947
Misc. Taxes and Revenue	\$ -
Property Taxes	\$ 4,964,113
Subtotal of Benefits	\$ 7,642,060

Costs

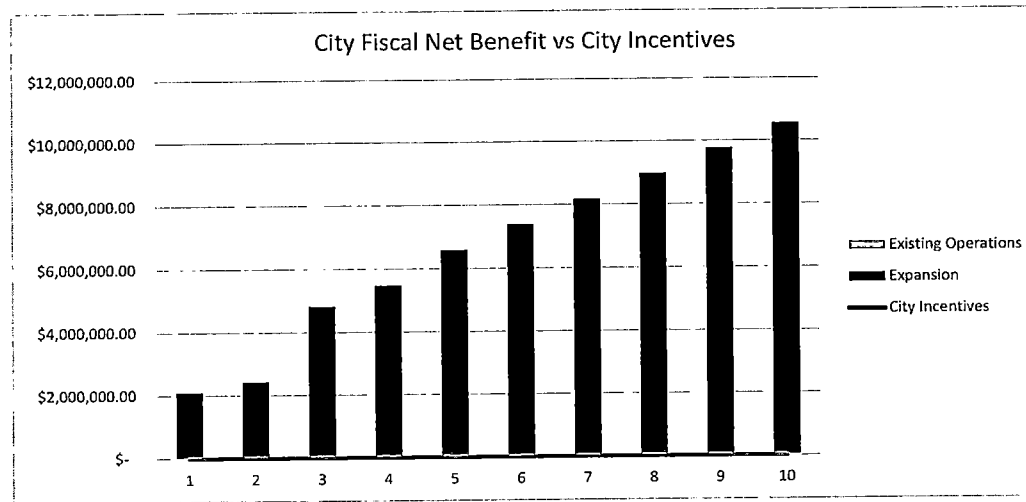
Costs	\$ -
Subtotal of Costs	\$ -

Net Benefits

Net Benefits	\$ 7,642,060
Present Value	\$ 6,243,473

City Impacts





Incentives

Total City Incentive:	\$	-
City Incentive Per Job:	\$	-

Combined Payback and Return

City Payback Period Combined:	-	Years
City Rate of Return Combined:	N/A	

Expansion Only Payback and Return

City Payback Period Expansion:	-	Years
City Rate of Return Expansion:	N/A	

City Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
6	\$	\$	\$	\$
7	\$	\$	\$	\$
8	\$	\$	\$	\$
9	\$	\$	\$	\$
10	\$	\$	\$	\$

City Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 2,101,596	\$ -	\$ 2,101,596	\$ 2,101,596
2	\$ 332,213	\$ -	\$ 332,213	\$ 2,433,809
3	\$ 2,389,140	\$ -	\$ 2,389,140	\$ 4,822,949
4	\$ 647,923	\$ -	\$ 647,923	\$ 5,470,872
5	\$ 1,124,271	\$ -	\$ 1,124,271	\$ 6,595,143
6	\$ 794,255	\$ -	\$ 794,255	\$ 7,389,398
7	\$ 794,166	\$ -	\$ 794,166	\$ 8,183,565
8	\$ 794,300	\$ -	\$ 794,300	\$ 8,977,864
9	\$ 794,659	\$ -	\$ 794,659	\$ 9,772,523
10	\$ 795,249	\$ -	\$ 795,249	\$ 10,567,772

City Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 2,101,596	\$ -	\$ 2,101,596	\$ 2,101,596
2	\$ 332,213	\$ -	\$ 332,213	\$ 2,433,809
3	\$ 2,389,140	\$ -	\$ 2,389,140	\$ 4,822,949
4	\$ 647,923	\$ -	\$ 647,923	\$ 5,470,872
5	\$ 1,124,271	\$ -	\$ 1,124,271	\$ 6,595,143
6	\$ 794,255	\$ -	\$ 794,255	\$ 7,389,398
7	\$ 794,166	\$ -	\$ 794,166	\$ 8,183,565
8	\$ 794,300	\$ -	\$ 794,300	\$ 8,977,864
9	\$ 794,659	\$ -	\$ 794,659	\$ 9,772,523
10	\$ 795,249	\$ -	\$ 795,249	\$ 10,567,772

City Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue

Gross Receipt Taxes	\$ 6,775,205
Misc. Taxes and Revenue	\$ -
Property Taxes	\$ 3,792,568
Subtotal of Benefits	\$ 10,567,772

Costs

Costs	\$ -
Subtotal of Costs	\$ -

Net Benefits

Net Benefits	\$ 10,567,772
Present Value	\$ 8,899,565

Special Taxing District and Public Schools



Special Taxing District

Special Taxing District Net Benefits of Current Operations

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	-	\$	-	\$	-	\$ -
2	\$	-	\$	-	\$	-	\$ -
3	\$	-	\$	-	\$	-	\$ -
4	\$	-	\$	-	\$	-	\$ -
5	\$	-	\$	-	\$	-	\$ -
6	\$	-	\$	-	\$	-	\$ -
7	\$	-	\$	-	\$	-	\$ -
8	\$	-	\$	-	\$	-	\$ -
9	\$	-	\$	-	\$	-	\$ -
10	\$	-	\$	-	\$	-	\$ -

Special District Net Benefits of Expansion

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	40,673	\$	-	\$	40,673	\$ 40,673
2	\$	40,607	\$	-	\$	40,607	\$ 81,280
3	\$	80,554	\$	-	\$	80,554	\$ 161,834
4	\$	87,181	\$	-	\$	87,181	\$ 249,014
5	\$	99,835	\$	-	\$	99,835	\$ 348,849
6	\$	98,650	\$	-	\$	98,650	\$ 447,500
7	\$	97,497	\$	-	\$	97,497	\$ 544,996
8	\$	96,375	\$	-	\$	96,375	\$ 641,371
9	\$	95,285	\$	-	\$	95,285	\$ 736,656
10	\$	94,228	\$	-	\$	94,228	\$ 830,883

Special District Combined Net Benefits

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	40,673	\$	-	\$	40,673	\$ 40,673
2	\$	40,607	\$	-	\$	40,607	\$ 81,280
3	\$	80,554	\$	-	\$	80,554	\$ 161,834
4	\$	87,181	\$	-	\$	87,181	\$ 249,014
5	\$	99,835	\$	-	\$	99,835	\$ 348,849
6	\$	98,650	\$	-	\$	98,650	\$ 447,500
7	\$	97,497	\$	-	\$	97,497	\$ 544,996
8	\$	96,375	\$	-	\$	96,375	\$ 641,371
9	\$	95,285	\$	-	\$	95,285	\$ 736,656
10	\$	94,228	\$	-	\$	94,228	\$ 830,883

Public Schools

Public Schools Net Benefits of Current Operations

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	-	\$	-	\$	-	\$ -
2	\$	-	\$	-	\$	-	\$ -
3	\$	-	\$	-	\$	-	\$ -
4	\$	-	\$	-	\$	-	\$ -
5	\$	-	\$	-	\$	-	\$ -
6	\$	-	\$	-	\$	-	\$ -
7	\$	-	\$	-	\$	-	\$ -
8	\$	-	\$	-	\$	-	\$ -
9	\$	-	\$	-	\$	-	\$ -
10	\$	-	\$	-	\$	-	\$ -

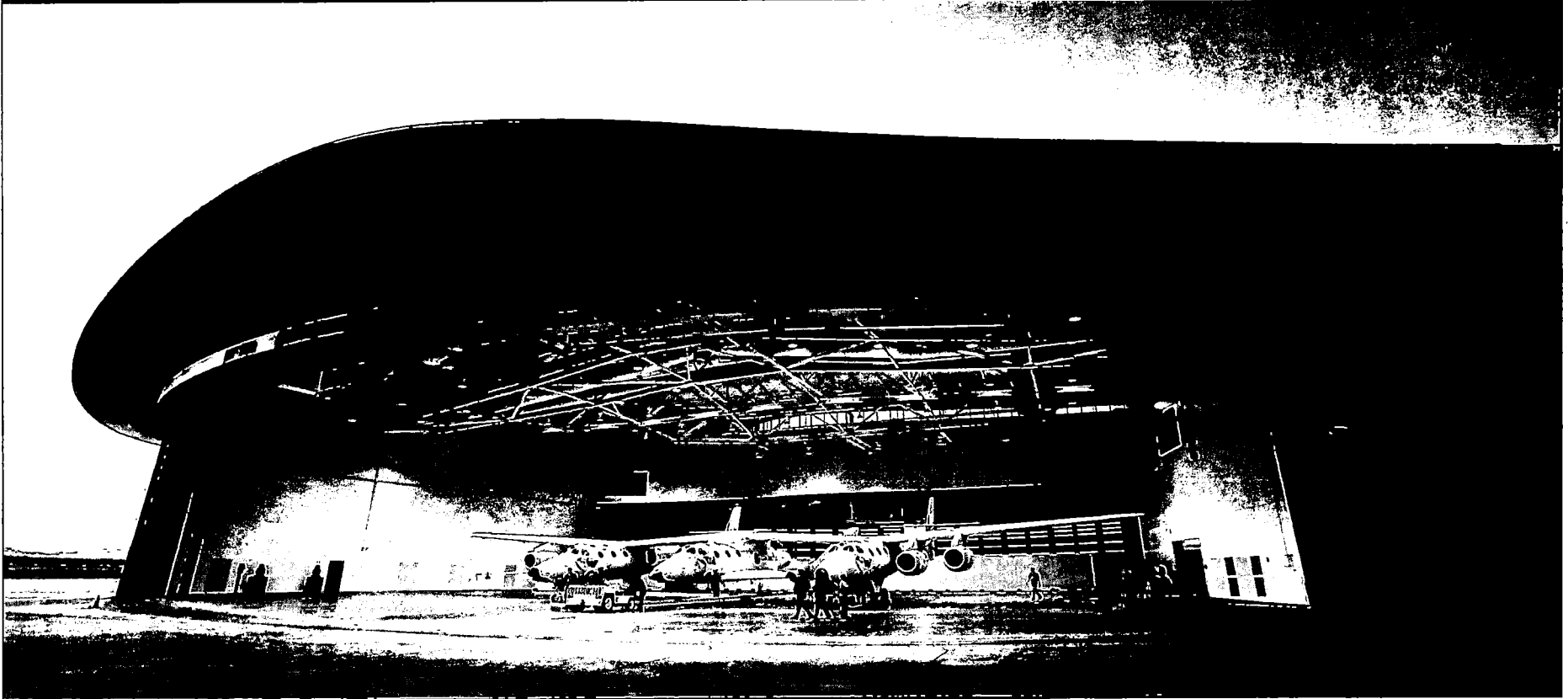
Public Schools Net Benefits of Expansion

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	205,726	\$	-	\$	205,726	\$ 205,726
2	\$	205,389	\$	-	\$	205,389	\$ 411,115
3	\$	407,440	\$	-	\$	407,440	\$ 818,555
4	\$	440,960	\$	-	\$	440,960	\$ 1,259,515
5	\$	504,965	\$	-	\$	504,965	\$ 1,764,480
6	\$	498,973	\$	-	\$	498,973	\$ 2,263,453
7	\$	493,138	\$	-	\$	493,138	\$ 2,756,592
8	\$	487,463	\$	-	\$	487,463	\$ 3,244,054
9	\$	481,950	\$	-	\$	481,950	\$ 3,726,004
10	\$	476,604	\$	-	\$	476,604	\$ 4,202,609

Public Schools Combined Net Benefits

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	205,726	\$	-	\$	205,726	\$ 205,726
2	\$	205,389	\$	-	\$	205,389	\$ 411,115
3	\$	407,440	\$	-	\$	407,440	\$ 818,555
4	\$	440,960	\$	-	\$	440,960	\$ 1,259,515
5	\$	504,965	\$	-	\$	504,965	\$ 1,764,480
6	\$	498,973	\$	-	\$	498,973	\$ 2,263,453
7	\$	493,138	\$	-	\$	493,138	\$ 2,756,592
8	\$	487,463	\$	-	\$	487,463	\$ 3,244,054
9	\$	481,950	\$	-	\$	481,950	\$ 3,726,004
10	\$	476,604	\$	-	\$	476,604	\$ 4,202,609

Property Tax Exemptions and Industrial Revenue Bonds



Property Tax Exemptions and Industrial Revenue Bonds

The City and/or the County is considering abating taxes on the Project's property. Below is a table that identifies the types of property that are under consideration for property tax abatement:

Land:	No
Building and Property Improvements:	No
Furniture, Fixtures and Equipment:	No

Property Tax Percentage Exemptions On Land and Building

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Property Tax Percentage Exemptions On Furniture, Fixtures and Equipment

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Value of Exemption							
Through 10 Years:	\$	-	\$	-	\$	-	\$
*Value of Payment in Lieu of Taxes							
Through 10 Years:	\$	-	\$	-	\$	-	\$

*The model assumes that the payment in lieu of taxes will be administered to the either the county or city, and the local government will disperse the amounts to the appropriate districts.

Percentage of Gross Receipt Taxes Foregone on Newly Purchased Furniture, Fixtures and Equipment Over 10 Years

Year	State	County	City
1	0%	0%	0%
2	0%	0%	0%
3	0%	0%	0%
4	0%	0%	0%
5	0%	0%	0%
6	0%	0%	0%
7	0%	0%	0%
8	0%	0%	0%
9	0%	0%	0%
10	0%	0%	0%
Value of Exemption			
Through 10 Years:	\$ -	\$ -	\$ -

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

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

RECITALS:

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

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

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

WHEREAS, 828 Productions, LLC (hereinafter "Qualifying Entity") has entered into a Local Economic Development Project Participation Agreement (hereinafter "PPA") with the City. A copy of the City's Ordinance and PPA are attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of that PPA, the Qualifying Entity will remodel/refurbish and occupy the production facility at 300 S. Compress Road in Las Cruces, New Mexico (the "Project") and will employ at least 335 full-time persons by December 31, 2029; and

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

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

SECTION 1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to define the responsibilities of the City and EDD for the oversight and administration of up to \$3,000,000 of the Appropriation for the Project. It is the intent of the parties that the City will receive an amount up to three million dollars (\$3,000,000) to implement the Project. The Parties agree that any and all State funds received will be accounted for by the City as the fiscal agent for EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 2. SCOPE OF WORK:

The City will act as fiscal agent for up to \$3,000,000 of the Appropriations for the Project. Pursuant to Section 5-10-3(D) of LEDA, EDD will transfer up to \$3,000,000 to the City for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it will employ at least 335 full-time employees at the facility by December 31, 2029.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the City agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations set forth under the PPA shall require the City to apply the applicable Clawback as provided for by the PPA. In the event that the Qualifying Entity does not remit to the City the monies owned as provided for by the PPA then such violation will require that the City foreclose on the security interest after any cure period granted to the Qualifying Entity. Any monies

recovered by the City as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 calendar days. Any foreclosure of the security interest shall be returned to EDD. The Qualifying Entity will deliver to the City contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the "Security").

SECTION 3. CITY RESPONSIBILITIES:

The City shall:

- A. Pay the costs and expenses incurred for the Project from the Appropriation;
- B. Provide to EDD supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the City as the result of enforcing the provisions of the PPA shall be returned to EDD;
- C. The City shall notify EDD in writing of any failure to meet requirements (default) of the PPA by the Qualifying Entity within 15 business days of learning of the event of default;
- D. Serve as Fiscal Agent for the funds transferred to it under this Agreement;
- E. Distribute the funds transferred to the City by EDD to the Project; account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement;
- F. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the City Council accepting the Project as qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the City and the Qualifying Entity, a fully executed copy of the Security, and copies of invoices and other documentation as required by EDD within the time required;
- G. Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein; and

- H. Initiate and prosecute litigation as necessary to enforce the terms of the PPA, at EDD's cost, if necessary.

SECTION 4. CITY CERTIFICATIONS:

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

- A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation;
- B. It has the legal authority to receive and expend the Appropriation;
- C. It will enforce the provisions of Ordinance No. 2873 and the City's Economic Development Plan;
- D. It has exercised due diligence in confirming that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;
- E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation City receives from the Qualifying Entity;
- F. It has entered into a PPA with the Qualifying Entity and has obtained from the NM EDD all financial documentation necessary to protect the City's and State's investments in the Project;
- G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;
- H. It will notify EDD of any default on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an opportunity to cure any default by in accordance with the PPA prior to termination thereof;
- I. No member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or

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responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

- J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the "anti-donation clause."

SECTION 5. EDD RESPONSIBILITIES:

EDD shall:

- A. Transfer to the City for costs and expenses incurred for the Project an amount not to exceed three million dollars (\$3,000,000). The funds shall be used only for the purpose stated in this Agreement;
- B. Monitor job creation by the Qualifying Entity and report the number of jobs created to the City each quarter up to December 31, 2030.
- C. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and
- D. Reimburse the City for any costs associated with litigation to enforce the terms of the Security and the Clawback provisions.

SECTION 6. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate on January 31, 2031 or when all of the obligations of the PPA have been fulfilled.

SECTION 7. LIABILITY:

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

appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the Party responsible for payment.

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

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

SECTION 9. STRICT ACCOUNTABILITY:

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

SECTION 10. REPORTS:

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

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES:

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

To EDD:

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

To the CITY:

City Manager
The City of Las Cruces
700 S Main Street
P O Box 20000
Las Cruces, NM 88004

SECTION 12. AMENDMENTS:

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

SECTION 13. GOVERNING LAW/VENUE:

This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

SIGNATURE PAGE FOLLOWS

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

THE CITY OF LAS CRUCES, NEW MEXICO

By: _____

Name: _____ Ifo Pili

Title: _____ City Manager

Date: _____

APPROVED AS TO FORM

By: _____

The City of Las Cruces Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J. Keyes
Cabinet Secretary

Date: _____

APPROVED AS TO FORM

By: _____

Jesika Ulibarri
General Counsel

PROJECT PARTICIPATION AGREEMENT

IN WITNESS WHEREOF

This Project Participation Agreement ("Agreement") is entered into on _____, 2023 by and between **CITY OF LAS CRUCES, NEW MEXICO** (the "City"), a political subdivision of the State of New Mexico (the "State"), and **828 Productions, LLC** (the "Company").

Recitals.

- A. Article 9, Section 14 of the New Mexico Constitution provides counties the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.
 - B. Pursuant to City of Las Cruces Ordinance No. 2873 (the "Las Cruces Local Economic Development Plan"), adopted on September 17, 2018, the City established the City of Las Cruces Economic Development Plan (the "Plan") as the City's economic development plan as required by Section 5-10-6, NMSA 1978.
 - C. As provided in the Las Cruces Local Economic Development Plan Ordinance, the City considered an application from the Company, which proposed that the City serve as local government conduit for an appropriation of up to \$3,000,000 from the Legislature of the State of New Mexico (the "**State Contribution**") and also provide up to \$897,596 in Capital Outlay funds (the "**City Contribution**") toward the Company's development of a production facility at 106 S. Miranda Street in the City of Las Cruces, New Mexico (the "Project"). The company will construct and occupy the facility and will employ a minimum of 100 full-time persons by December 31, 2029.
 - D. The City has adopted Ordinance No. 2873 ("Local Economic Development Act") and Resolution No. 19-050 ("Local Economic Development Plan" finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Agreement as meeting the requirements of the Act.
- 1. Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. Substantive Contribution from the Company.

- a. **Facility.** The Company will establish a production facility at 106 S. Miranda Street and other suitable locations within the City of Las Cruces, New Mexico (the "Facility").
- b. **Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will make capital investments in the Project and costs associated therewith (including, for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately \$75,000,000 by December 31, 2031 (the "Project Contribution").
- c. **Production Spend Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will spend \$350 million on productions by December 31, 2032.
- d. **Job Creation.** The Company will directly employ a target of 100 full-time employees at the facility by December 31, 2029 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. Full-time employees do not include agency, sub-contracted, temporary employees or independent contractors.
- e. **Sustainability.** Although the Company intends to have a long-term presence in the City, for purposes of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until December 31, 2032.

3. The State Contribution

- a. The City anticipates that the State Contribution will be delivered by the State to the City for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the City, after which time the City will request transfer of the State Contribution. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law. The City will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the City and the State. The City will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company's satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the City. For purposes of this

Agreement, "**LEDA Eligible Expenditures**" shall mean: expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include: foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and equipment rentals.

- b. The State's contribution is composed of a LEDA award of \$3,000,000 for use by the Company for such purposes as set forth in NMSA 1978, § 5-10-3(E), the application of the Company and the agreements entered into between the parties. The Company shall also instruct the contracted construction companies to use the correct **New Mexico Taxation and Revenue Department Location Code of 07-105 for the City of Las Cruces**.

4. The City Contribution.

- a. The City will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. The City will contribute up to \$897,596 in Capital Outlay funds. The City will comply with the Local Economic Development Act ("LEDA") with respect to the acceptance and disbursement of the State and Local Contributions. As required by the LEDA Ordinance and the Act, City will deposit the State Contribution into a clearly identified separate account.
- b. The State Contribution will be disbursed to the Company through the City for reimbursement of LEDA Eligible Expenditures.

5. Disbursement of City and State Contributions

- a. State and City contributions shall be deposited into separate accounts for this project and disbursed through the City.
- b. **Conditions to Disbursement; Performance Milestones.** The State Contribution will be disbursed in four (4) separate allotments. The City Contribution will be disbursed in six (6) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA Eligible Expenditures prior to the disbursement; (ii) where applicable, the Company meeting minimum employment targets and being in compliance with job reporting requirements; and (iii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

State of New Mexico LEDA Disbursement Schedule		
<u>Tranche</u>	<u>Amount of State Contribution Available for Disbursement/Tranche</u>	<u>Disbursement Performance Milestone</u>
1	\$1,000,000	Obtain a certificate of occupancy, incur LEDA eligible expenses, and current with all reporting
2	\$1,000,000	Hire 30 new employees for a total employment of 30 and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting
3	\$500,000	Maintain a minimum of 35 employees for two quarterly reporting periods and have at least \$100,000,000 in film production spend and current with all reporting
4	\$500,000	Hire 40 additional new employees for a total employment of 70 employees and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting
City of Las Cruces LEDA Disbursement Schedule		
<u>Tranche</u>	<u>Amount of Local Contribution Available for Disbursement/Tranche</u>	<u>Release of Lien Performance Milestone</u>
1	\$304,790	Access road to Stage 1 and Work Shop
2	\$96,144	Surface Parking Workshop
3	\$83,328	Surface Parking – Stage 1 Lot
4	\$119,900	Surface Parking – POB Lots 2&3
5	\$159,100	Surface Parking – Lot 6
6*	\$134,334	Surface Parking – Lot 5
*Will not reimburse for entire cost		

- 6. Disbursement Requests.** From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the City and the New Mexico Economic Development Department ("EDD") a written request for disbursement of the State Contribution (the "Disbursement Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico pursuant to Section 10c below. The Company will not submit a Disbursement Request for less than \$50,000, but may, upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the State Contribution or City Contribution then available to the Company at any time. The City may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.

7. **Review.** EDD will review the Disbursement Request to assure the charges submitted are LEDA Eligible Expenditures. The EDD's review and approval or objection shall not be unreasonably withheld and shall occur within 30 calendar days of receipt of the Disbursement Request. The City will disburse to the Company the full amount requested in the Disbursement Request no later than 30 calendar days after EDD's approval of the Disbursement Request.
8. **No Offset of City costs.** The City may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.
9. **Security.** As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the State Contribution or City Contribution, Company shall furnish the City with a Letter of Credit or some alternative form of security in a form mutually acceptable to the parties (the "Security"). The maximum obligation secured by the Security (the "Maximum Obligation") will be \$3,897,596. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement will be made. No State Contribution will be transferred to the City until Security in the amount of the State Contribution is accepted.
- a. The City may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable, but only thirty (30) calendar days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
 - b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on January 31, 2033, unless earlier released in accordance with this Agreement.
 - c. If the State or the City reduce the amount of LEDA Funds and/or forgivable lien that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA Funds and/or forgivable lien available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds and/or forgivable lien actually received by the Company.
 - d. A mortgage agreement/municipal lien document shall be recorded in Dona Ana County in the amount of the City Contribution. Partial lien releases shall be recorded upon performance of the set performance milestones.
10. **Clawbacks.** Notwithstanding any other provision of this Agreement, the Company shall be required to pay the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions

set forth herein.

Facility Closure Clawback.

Full closure of the facility will result in a clawback based on the number of years the Q/E has operated under this agreement as per the following table:

2023	100%
2024	100%
2025	100%
2026	100%
2027	90%
2028	80%
2029	70%
2030	60%
2031	50%
2032	40%

- a. For purposes of this Agreement, a failure to produce product for a period of 90 calendar days or more, after initial startup (initial startup will be considered the date of the first production run or within 180 days of receipt of certificate of occupancy, whichever comes first) or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 10a. If the Company ceases operations for any of the causes set forth in this Section 10a, the Company shall submit a plan for resolving such cessation of operations within 30 calendar days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the City within 10 calendar days.
- b. **Performance Clawback.** It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Determination Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below on each of the specified Job Determination Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth in the table below in addition the company is agreeing to generate a minimum of \$350 million in production those clawback penalties are also described below:

Job Creation and Production Spend Commitment and Schedule					
<u>Year</u>	<u>Cumulative Full Time Job Creation Target</u>	<u>Minimum Job Number</u>	<u>Job Determination Period</u>		<u>Clawback %</u>
1	10	9	Ordinance Date	12/31/23	100%
10	10+90 = 100	90	1/1/32	12/31/32	30%
b Additional Notes: Only New Mexico based employees count towards job creation target.					
^ Clawback calculator attached for illustrative purposes.					

Year	Cumulative Spend Target	Minimum Spend	Spend Determination Period		Clawback %
5	\$55,000,000	\$50,000,000	Ordinance Date	12/31/2027	100%
10	\$350,000,000	\$315,000,000	1 /1/32	12/31/2032	50%
Clawback percentage is calculated on the shortfall quotient times the amount of LEDA received by the company time the percentage of clawback, example illustrated below					
Year 10 production spend by the company \$290,000,000 LEDA received \$3,897,000 $\$315,000,000 - \$290,000,000 = \$25,000,000$ $\$25,000,000 / \$315,000,000 = 7.94\%$ $7.94\% \times \$3,897,000 = \$309,285.71$ $\$309,285.71 \times 50\% = \$154,642.86$					

For the purposes of this Section:

The **"Clawback Penalty"** is a penalty that the Company will be required to pay the City upon the Company's failure to meet the Minimum Job Target on the applicable Job Determination Date, if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State Contribution paid to the Company as of that time. For purposes of this subsection, the **"Percentage Hiring Shortfall"** shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date. See Attachment 1 hereto for examples of job Clawback Calculations

"Cure Period" is the period of 180 calendar days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated

by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above.

In the event that there are shortfalls on both jobs and spend requirements the respective clawback penalties will be combined to determine the total clawback required.

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

- c. **Job Reporting.** The Company shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions' (DWS) Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD and the City beginning with the January 31, 2023 and continuing every April 30, July 31 and October 31 thereafter until the completion of this agreement. The State will provide copies of all such reports to the City or the State may request a copy of the Company's quarterly employment reports at any time while this Agreement is in effect and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the City and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without up-to-date quarterly job reporting as set forth herein.

- 1. The Company shall complete an annual economic impact data sheet (EIA) provided by the State of New Mexico Economic Development department not late than February 28 of each year beginning in 2024. This will reflect actual economic activity and hiring of the Q/E for the preceding calendar year. Failure to complete EIA data sheet by April 15th of any calendar year Q/E shall be subject to a 10% clawback of all

funds received.

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

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

12. Annual Performance Review. To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by City or EDD staff beginning on June 30, 2023 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

13. Termination. This Agreement shall terminate at the close of business on January 31, 2033 or when otherwise terminated by ordinance.

14. Request for early release of security. If the Company achieves and then sustains the Minimum Job Number of 100 permanent, full-time employees for six (6) consecutive months prior to December 31, 2030 and has made in excess of three hundred and fifty million dollars (\$350,000,000) in production spend the Company may request release of the Security and termination of the agreement. Said request shall be made to the City in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. In no event shall the security be released until the Company has furnished contemporaneous job reporting documentation and completed the corresponding Annual Performance Review. A request for release of the Security may not be submitted prior to December 31, 2030. Upon receipt of such a request the New Mexico Economic

Development Department will work with the Company to gather sufficient documentation of the economic activity directly created by the Company during the period of this agreement and complete an economic impact analysis report. If said report verifies that the State of New Mexico has received direct tax revenues from the activity of the company said request shall be granted.

- 15. Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.
- 16. Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the Governing Body of City of Las Cruces.
- 17. Governing Law/Venue.** This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.
- 18. Miscellaneous.** This Agreement binds and inures to the benefit of the City and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the City and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.
- 19. Notice.** All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the City:

City of Las Cruces
Attention: Economic Development
P O Box 20000
Las Cruces, New Mexico 88004

If to the Company:

828 Productions, LLC
100 S. Church Street
Las Cruces, NM 88001

Effective Date: _____

Attachment:

1. Example of Clawback Calculations

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

CITY OF LAS CRUCES, NEW MEXICO

By _____

Name Ifo Pili

Title City Manager

828 Productions, LLC

By _____

Name: _____

Title: _____

Attachment 1
Example of Clawback Calculations

Clawback Calculations

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

Job Creation % Shortfall = (1 - (actual jobs / cumulative hiring target))*100%

Example - 1 100%		End of year 1, inclusive of cure period
Actual Employees	(a)	41
Cumulative Hiring Target	(b)	42
Job Creation % Shortfall =	(c) = 1-(a/b)	2.38%
LEDA Dollars Distributed	(d)	\$ 150,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	\$ 3,571.43

Example - 2 100%		End of year 2, inclusive of cure period
Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = 1-(a/b)	1.72%
LEDA Dollars Distributed	(d)	\$ 200,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	\$ 3,448.28

Example - 3 75%		End of year 3, inclusive of cure period
Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = 1-(a/b)	1.72%
LEDA Dollars Distributed	(d)	\$ 200,000.00
Clawback %	(e)	75%
Penalty	(f) = c*d*e	\$ 2,586.21

Las Cruces Sun News.
PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005862370

This is not an invoice

CITY OF LAS CRUCES
PO BOX 20000
ATTN: CITY CLERK'S OFFICE
LAS CRUCES, NM 88004-9002

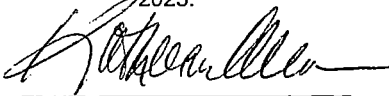
I, a legal clerk of the **Las Cruces Sun News**, a newspaper published daily at the county of Dona Ana, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

12/03/2023

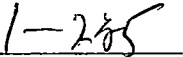
Despondent further states this newspaper is duly qualified to publish legal notice or advertisements within the meaning of Sec. Chapter 167, Laws of 1937.


Legal Clerk

Subscribed and sworn before me this December 3,
2023:



State of WI, County of Brown
NOTARY PUBLIC



My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad # 0005862370
PO #: Notice of Intent to Adopt
of Affidavits 1

This is not an invoice

NOTICE OF INTENT TO ADOPT

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Its Intent to Adopt the Following Ordinance(s) at the Regular City Council Meeting Held on December 18, 2023:

Council Bill No. 24-011; Ordinance No. 3053: An Ordinance Approving a Zone Change from R-4 (Multi-Dwelling High Density - Limited Retail and Office) to C-2 (Commercial Medium Intensity) for a Property Encompassing 0.812 + Acres and Located at 6281 Reynolds Drive. Submitted by Gabriel Ortiz, Representative. (23ZO0500124).

Council Bill No. 24-012; Ordinance No. 3054: An Ordinance Amending Ordinance No. 3028, Updating the Project Participation Agreement Between the City and 828 Productions, LLC, to Add an Additional \$2,800,000 to go Towards Renovations of Multiple Facilities.

Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 27th day of November, 2023.

Christine Rivera, CMC
City Clerk
#5862370, SUN NEWS,
Dec 03, 2023

Las Cruces Sun News.

PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005868120

This is not an invoice

CITY OF LAS CRUCES

PO BOX 20000

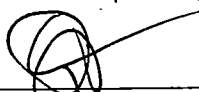
ATTN: CITY CLERK'S OFFICE

LAS CRUCES, NM 88004-9002

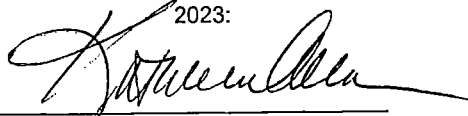
I, a legal clerk of the Las Cruces Sun News, a newspaper published daily at the county of Dona Ana, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

12/24/2023

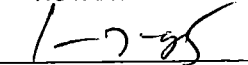
Despondent further states this newspaper is duly qualified to publish legal notice or advertisements within the meaning of Sec. Chapter 167, Laws of 1937.


Legal Clerk

Subscribed and sworn before me this December 24, 2023:



State of WI, County of Brown
NOTARY PUBLIC


My commission expires

NOTICE OF ADOPTION

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of its Adoption of the Following Ordinance(s) at the Regular City Council Meeting Held on December 18, 2023:

Council Bill No. 24-011; Ordinance No. 3053: An Ordinance Approving a Zone Change from R-4 (Multi-Dwelling High Density - Limited Retail and Office) to C-2 (Commercial Medium Intensity) for a Property Encompassing 0.812 + Acres and Located at 6281 Reynolds Drive. Submitted by Gabriel Ortiz, Representative. (23ZO0500124).

Council Bill No. 24-012; Ordinance No. 3054: An Ordinance Amending Ordinance No. 3028, Updating the Project Participation Agreement Between the City and 828 Productions, LLC., to Add an Additional \$2,800,000 to go Towards Renovations of Multiple Facilities.

Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 19th day of December, 2023.
Christine Rivera, CMC
City Clerk
#5868120, Sun News
December 24, 2023

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad # 0005868120

PO #: NOTICE OF ADOPTION

of Affidavits 1

This is not an invoice

Legal Advertising Affidavit

Richard Coltharp, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

CITY OF LAS CRUCES ATTORNEY

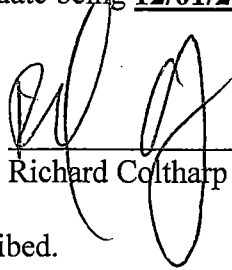
In the matter of:

NOTICE OF INTENT TO ADOPT

Council Bill No. 24-011; Ordinance No. 3053

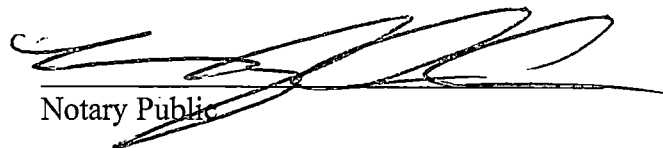
Council Bill No. 24-012; Ordinance No. 3054: 9'

In accordance with the laws of the State of New Mexico, the attached was published in its entirety **1** time(s) in the Las Cruces BULLETIN, the first publication date being **12/01/2023**.



Richard Coltharp

Sworn to and subscribed.
before me this day **12/01/2023**,
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO



Notary Public

MARGARET ANN ADAMS NOTARY PUBLIC STATE OF NEW MEXICO COMMISSION # 1138740 COMMISSION EXPIRES: 09-09-2026
--

Advertising Costs: \$54.40

NOTICE OF INTENT TO ADOPT

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Its Intent to Adopt the Following Ordinance(s) at the Regular City Council Meeting Held on December 18, 2023: Council Bill No. 24-011; Ordinance No. 3053: An Ordinance Approving a Zone Change from R-4 (Multi-Dwelling High Density – Limited Retail and Office) to C-2 (Commercial Medium Intensity) for a Property Encompassing 0.812 + Acres and Located at 6281 Reynolds Drive. Submitted by Gabriel Ortiz, Representative. (23ZO0500124). Council Bill No. 24-012; Ordinance No. 3054: An Ordinance Amending Ordinance No. 3028, Updating the Project Participation Agreement Between the City and 828 Productions, LLC., to Add an Additional \$2,800,000 to go Towards Renovations of Multiple Facilities. Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 27th day of November, 2023. Christine Rivera, CMC City Clerk
Dates: 12/01, 2023

Legal Advertising Affidavit

Belinda Mills, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

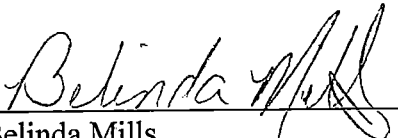
CITY OF LAS CRUCES

In the matter of:

NOTICE OF ADOPTION

Council Bill No. 24-011; Ordinance No. 3053
Council Bill No. 24-012; Ordinance No. 3054

In accordance with the laws of the State of New Mexico, the attached was published in its entirety **1** time(s) in the Las Cruces BULLETIN, the first publication date being **12/22/2023**.


Belinda Mills

Sworn to and subscribed.
before me this day **12/22/2023**,
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO


Notary Public

MARGARET ANN ADAMS NOTARY PUBLIC STATE OF NEW MEXICO COMMISSION # 1138740 COMMISSION EXPIRES: 09-09-2026
--

Advertising Costs: \$76.89

**NOTICE OF
ADOPTION**

The City Council
of the City of Las
Cruces, New Mexico,
Hereby Gives Notice
of its Adoption
of the Following
Ordinance(s) at the
Regular City Council
Meeting Held on
December 18, 2023:
Council Bill No. 24-
011; Ordinance No.
3053: An Ordinance
Approving a Zone
Change from R-4
(Multi-Dwelling High
Density – Limited
Retail and Office)
to C-2 (Commercial
Medium Intensity)
for a Property En-
compassing 0.812 +
Acres and Located at
6281 Reynolds Drive.
Submitted by Gabri-
el Ortiz, Representa-
tive. (23ZO0500124).
Council-Bill-No-24,
012; Ordinance No.
3054: An Ordinance
Amending Ordinance
No. 3028, Updating
the Project Partic-
ipation Agreement
Between the City
and 828 Productions,
LLC., to Add an Ad-
ditional \$2,800,000
to go Towards Ren-
ovations of Multiple
Facilities.
Copies Are Available
for Inspection During
Working Hours at
the Office of the City
Clerk. Witness My
Hand and Seal of the
City of Las Cruces on
this the 19th day of
December, 2023.
Christine Rivera,
CMC, City Clerk
Dates: 12/22, 2023

AN ORDINANCE AMENDING ORDINANCE NO. 3054, UPDATING THE PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., TO ADD CLARIFYING LANGUAGE FOR THE USE OF THE \$2,800,000 IN LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) FUNDS DEDICATED TO THE RENOVATIONS OF MULTIPLE FACILITIES.

The City Council is informed that:

WHEREAS, on March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance; and

WHEREAS, the ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference; and

WHEREAS, the PPA was based on a preliminary project schedule to designate \$897,596 for cinematic infrastructure through capital outlay funds; and

WHEREAS, on December 18, 2023, City Council adopted Ordinance No. 3054 which added an additional \$2.8 million in LEDA funds to the project for the specific and sole purpose of cinematic infrastructure; and

WHEREAS, the purpose of this amendment is to clarify the language of the PPA, to allow for flexibility in how the \$2.8 million can be spent on the properties identified in the PPA; and

WHEREAS, 828 Productions, LLC., will be investing approximately \$75,000,000 and plan to hire 100 full-time persons; and

WHEREAS, 828 Productions, LLC., has purchased multiple facilities within Las Cruces which these funds will be going towards to renovate the different facilities tied to cinematic infrastructure.

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

(I)

THAT the City hereby enters into an amended Project Participation Agreement, as shown in Exhibit "A" attached hereto and made part of this Ordinance, with 828 Productions, LLC., subject to the requirements of LEDA and the adopted LEDA Plan of the City, for the use of the additional \$2,800,000 in investment in the project.

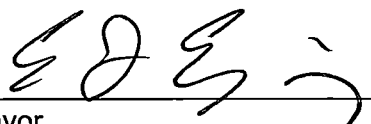
(II)

THAT other than the amount of funds the City will be providing towards the project, all other terms and conditions remain unchanged.

(III)

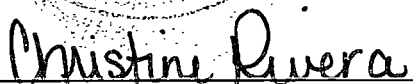
THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

APPROVED



Mayor

ATTEST:



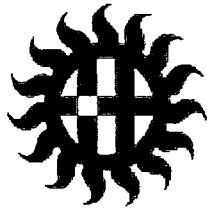
City Clerk

Moved by: Yvonne Flores

Seconded by: William Mattiace

AYES Yvonne Flores, Becki Graham, Cassie McClure, William Mattiace, Eric Enriquez

NAYS Johana Bencomo, Becky Corran



City Council Action and Executive Summary

Attachment "C"
3067; Council Bill 24-025

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☒ 1	☐ 2	☐ 3	☒ 4	☐ 5	☐ 6	☐ N/A
1st Reading:	April 15, 2024			Adopted:			May 6, 2024
Drafter:	Chris Faivre			Department:			Economic Development
Program:	Business Development			Line of Business:			Business Development
Title:	AN ORDINANCE AMENDING ORDINANCE NO. 3054, UPDATING THE PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., TO ADD CLARIFYING LANGUAGE FOR THE USE OF THE \$2,800,000 IN LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) FUNDS DEDICATED TO THE RENOVATIONS OF MULTIPLE FACILITIES.						

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

PURPOSE(S) OF ACTION:

To amend Ordinance No. 3054 and update the Project Participation Agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance. The ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference.

On December 18, 2023, City Council adopted Ordinance No. 3054 which added an additional \$2.8 million in LEDA funds to the project for the specific and sole purpose of cinematic infrastructure. These funds were specifically allocated for cinematic infrastructure, cannot be used for any other purpose, and must only be spent on the establishment of cinematic infrastructure in Las Cruces.

The purpose of this amendment is to clarify the language of the PPA, to allow for flexibility in how the \$2.8 million can be spent on the properties identified in the agreement. Currently, the PPA specifies how much will be spent on each property, however changes in construction costs and project timelines have required 828 Productions to make changes to the amount of LEDA funding originally assigned to the various 828 Production facilities included in the LEDA agreement.

828 Productions, LLC., will be investing approximately \$75,000,000 and plans to hire 100 full-time persons. They have purchased multiple facilities within Las Cruces which these funds will be going towards to renovate. Details of the proposed use of the different facilities and a breakdown of renovations can be found in Exhibit "A".

Other than the amount of funds spent on each facility, all other terms and conditions remain unchanged.

SUPPORT INFORMATION:

Exhibit "A" 828 2024 LEDA Amendment

Attachment "A" 2023 828 LEDA Amendment

Attachment "B" LEDA Application

Attachment "C" Executive Summary

Attachment "D" Inter Governmental Agreement

Attachment "E" Project Participation Agreement

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes", this will approve the Ordinance amendment and authorize the City to provide flexibility in how the \$2.8 million can be spent on the properties identified in the 828 Productions, LLC. PPA.
2. Vote "No", this will not approve the Ordinance amendment and authorize the City to provide flexibility in how the \$2.8 million can be spent on the properties identified in the 828 Productions, LLC. PPA.
3. Vote to "Amend", this could delay the Ordinance amendment and would require City Council to provide direction to staff.
4. Vote to "Table", this would delay the Ordinance amendment and require City Council to provide direction to staff.

REFERENCE INFORMATION:

Ordinance No. 3028, Ordinance No. 3054

Exhibit A

Amendment to Agreements for LEDA Project as established by City of Las Cruces Ordinance No. 3054 approving the amendment to the 828 Productions Local Economic Development Project

On December 18, 2023, the Governing body of the City of Las Cruces approved Ordinance No. 3054, as the 828 Productions LEDA Project Ordinance. The ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference.

The Project Agreements were based on a preliminary project funding schedule, however changes in project timelines have required 828 Productions to make changes to the amount of LEDA funding originally assigned to the various 828 Production facilities included in the LEDA agreement.

Parties agree to add flexibility to the allocation of the \$2.8 million in City of Las Cruces LEDA funds dedicated to infrastructure and facility improvements on the grounds of 828 Productions. The updated amounts assigned to each facility are listed below. The company contributions and commitments identified in the PPA will still be met, and the total financial obligation to the City does not exceed the amount stipulated in the PPA.

This amendment will allow 828 Productions to distribute the funds and perform the needed infrastructure improvements to the facilities at the addresses listed below.

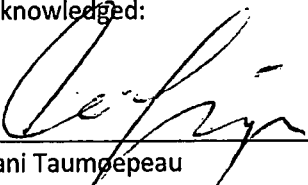
828 Production facility addresses:

- 106 S. Miranda
- 100 S. Church
- 300 S. Compress

<i>City of Las Cruces LEDA Disbursement Schedule</i>		
<i>Tranche</i>	<i>Amount of Local Contribution Available for Disbursement/Tranche</i>	<i>Disbursement Performance Milestone</i>
1	\$702,000*	Renovations to 106 S. Miranda**
2	\$240,000*	Renovations to 100 S. Church**
3	\$1,856,000*	Renovations to 300 S. Compress**
*For detailed fund breakdown of renovations, please see Cinematic Infrastructure Funds Expenditure List		
**For a facility breakdown, please see Facility Overview		

All other terms and conditions remain unchanged. Amendments accepted:

Acknowledged:


 Ikani Taumapeau
 City of Las Cruces City Manager

DocuSigned by:

 6F7735CA5CD044D...
 Todd Lundbohm, CEO
 828 Productions



RE: Jonathon Sepp
106 S. Miranda Las Cruces, NM
575-323-1895

Cinematic Infrastructure Funds Expenditure List

Address	Facility / Facility Type	Cinematic Infrastructure	Additional Details
1053 Hayner Ave.	30,000sf Building	Consulting	Soundstage Management
			Engineering
			Construction
			Fire Safety
		Patch EXT Metal Siding	Create "Rat Holes"
			Patch holes
			Metal Art Installation
		Patch EXT Metal Roof	Patch Holes
			Exhaust Ports
			Cover Skylights
			Ensure Roof is Waterproof
			Confirm Load Ratings
		INT Floor	Repair Cracks
			Resurface and Level
			Install Subfloor
			Confirm Load Ratings
			Ensure Load Ratings Match Needs of Production
		Interior Walls	Insulation
			Soundproofing
			Confirm Load Ratings
		INT Seperating Wall	Seperate Stage From Mill
			Access Doors
			Sound Proofing
			Insulation
			Additional Doorways
		INT Seperating Wall #2	Seperate Mill From Holding Area
			Additional Doorways
		Interior Electric	110v Access Through Building
			Transformer Maintenance
			Repair/Install Electrical Panels
		EXT Elephant Door #1	Repair Door
			Install New Trim

		Install New Hardware
	EXT Elephant Door #2	
		Repair Door
		Install New Trim
		Install New Hardware
	EXT Elephant Door #3	
		Repair Door
		Install New Trim
		Install New Hardware
	EXT Doors	
		Repair/Replace Doors
		Repair/Replace Hardware
		Upgrade Locks
		Secure Access
	EXT Signage	
		Label & Mark All Entryways
		828 Logo on North and South Side of Building
	EXT Lighting	
		Install Work Lights
		Install Security Lights
	EXT Electric	
		Transformer Maintenance
		Repair/Install Electrical Panels
		Run Power to Lights & Signage
	HVAC	
		Heating & Cooling System/s
		Exhaust
	Plumbing	
		Fire Safety
		EXT Faucets
40,000sf Building	Patch EXT Metal Siding	
		Patch Holes
		Repair Structural Damage
	Patch EXT Metal Roof	
		Patch Holes
		Ensure Roof is Waterproof
	Entry Ways	
		Close Up Entry Ways
		No Access Signs
Water Tower	Three Sided 828 Logo	
	Signage Lighting	
Civil Engineering	Planning & Design	
	Amador Lot Grading	
	Drainage Throughout Property	
	Parking Lot Maintenance/Repair	
	Parking Additions	
	West Lot Grading	
	North Lot Grading	
	Road Maintenance/Repair	
	Solar Power	
	Above/Below Ground Utilities	
	Maintenance/Repair	
General Property		

		Planning & Design	
		Concrete/Trash Removal	
		Land Clearing	
		Dirt Work	
		Security	
		Utilities	
		Safety Measures	
	Fence, Wall, & Gate	Planning & Design	
		Fence Extensions	
		Fence Repairs	
		Gate Repairs	
		Additional Gates	
		Signage	
		Lighting/Electric	
		Privacy Walls	
	Consulting	Soundstage Management	
		Engineering	
		Construction	
		Fire Safety	
	Lease Reimbursements		
	1053 Hayner Ave. Submission 1a Total:		\$ 43,000.00
	1053 Hayner Ave. Submission 2a Total:		\$ 170,000.00
	1053 Hayner Ave. Submission 3a Total:		\$ 63,000.00
	1053 Hayner Ave. Submission 4a Total:		\$ 280,000.00
	1053 Hayner Ave. Submission 5a Total:		\$ 525,000.00
	1053 Hayner Ave. Submission 6a Total:		\$ 175,000.00
	1053 Hayner Ave. Submission 7a Total:		\$ 462,000.00
106 S. Miranda			
	General Building	Planning & Design	
		HVAC	
		Heating & Cooling System/s	
		Exhaust	
		Solar Power	
		Solar System Installation	
		Cleaning	
		Deep Clean Facility	
		Security	
		Additional Security Cameras	
		Additional Security Sound Devices	
		Key Fob Maintenance/Repairs	
		Alarm System Maintenance/Repairs	
		Internet	
		High Speed Internet Access	
		Landscaping	
		Landscape Improvements	

100 S. Church

		Security	Exterior Signage
			Additional Security Cameras
			Additional Security Sound Devices
			Key Fob Maintenance/Repairs
			Alarm System Maintenance/Repairs
		EXT Maintenance/Repair	
			Create "Rat Holes"
			Patch holes
			Maintenance
			Metal Art Installation
		INT Remodel	
			Support Structures
			Electric
			Walls/Framing
			Flooring
			Doors
			Furnishing
			Fire Safety
		Utilities	
		HVAC	
			Heating & Cooling System/s
			Exhaust
	Courtyard		
		Planning & Design	
		Remodel	
	Parking Lots	Fence Maintenance/Repair	
		Planning & Design	
		Repair/Maintenance	
		Electric/Lighting	
		Guard Stations	
		Signage	
		Landscaping	
	Consulting		
	Lease Reimbursements		
	100 S. Church Submission 1c Total:		\$ 30,000.00
	100 S. Church Submission 2c Total:		\$ 50,000.00
	100 S. Church Submission 3c Total:		\$ 30,000.00
	100 S. Church Submission 4c Total:		\$ 40,000.00
	100 S. Church Submission 5c Total:		\$ 60,000.00
	100 S. Church Submission 6c Total:		\$ 20,000.00
	100 S. Church Submission 7c Total:		\$ 10,000.00
300 S. Compress			
	2,900sf Office		
		INT Remodel	
			Planning & Design

		Repair/Maintenance	
		Electric/Ligthing	
		Plumbing	
		Fire Safety	
		Security	
		Flooring	
		EXT Maintenance/Repair	
		Signage	
	Fence, Wall, & Gate		
		Planning & Design	
		Fence Extentions	
		Fence Repairs	
		Gate Repairs	
		Additional Gates	
		Signage	
		Lighting/Electric	
		Privacy Walls	
	Gin Building		
		Deep Clean	
		Repair/Maintenance	
		Security	
		Fire Safety	
		Signage	
	General Property		
		Safety	
		Clean	
		Grading	
		Security	
		Utilities	
		Landscaping	
	Lease Reimbursements		
	300 S. Compress Submission 1d Total:		\$ 22,000.00
	300 S. Compress Submission 2d Total:		\$ 44,000.00
	300 S. Compress Submission 3d Total:		\$ 22,000.00
	300 S. Compress Submission 4d Total:		\$ 6,000.00
	300 S. Compress Submission 5d Total:		\$ 22,000.00
	300 S. Compress Submission 6d Total:		\$ 22,000.00
	300 S. Compress Submission 7d Total:		\$ -



Facility Overview

106 S. Miranda

Our 106 S. Miranda campus will be the hub of film production in Las Cruces. Internally and externally, this facility will provide the necessary space for administrative office and production support activity, as well as a filming destination and workforce development space.

The administrative office space of a film production company is a microcosm of the creative and collaborative process of filmmaking. It is a space where ideas are born, scripts are developed, budgets are created, and schedules are managed. It is also a space where the nuts and bolts of filmmaking are handled, such as development, sales, legal, and distribution.

The production office space of a film production company is a busy and vibrant place. It is a space where creative ideas are turned into reality, and where the magic of filmmaking happens.

The facility will be divided into several different workspaces, including:

- **Executive offices:** These are the offices of the company's top executives, such as the producer, director, screenwriter, and showrunner. They are typically spacious and well-appointed, with large desks, comfortable chairs, and plenty of meeting space.
- **Production offices:** These are the offices of the key members of the production team, such as the production manager, line producer, and various other departments. They are typically smaller and more utilitarian than the executive offices, but they are still comfortable and functional.
- **Accounting offices:** These are the offices where the finances are handled. They are typically located in a quiet area of the office space, away from the hustle and bustle of the production offices.
- **Conference rooms:** These are the rooms where meetings are held between executives, producers, and other members of the team. They are typically large enough to accommodate a group of people, and they are equipped with whiteboards, projectors, and other audiovisual equipment.
- **Soundstage:** This is a flex use space in a pre-existing auditorium where filming, training, and screening will occur.
- **Post-Production:** 828 Post-Production will supply the film and digital media industry with high-quality post-production and visual effects services, helping them to achieve their creative vision and deliver a finished product that meets or exceeds their expectations.
- **Vendor Incubator:** 828 Productions will provide space for film-specific vendors to be co-located with many of the 828 divisions and productions based out of this facility.

828 Productions is actively coordinating numerous ways to interact and enhance the film and digital media training available through K-12 and post-secondary education in Las Cruces and Doña Ana County. For post-secondary education, this will include use of our auditorium (sanctuary) for lectures, guest speakers, hands-on exercises, and various other presentation formats. Students in K-12 will have the opportunity to tour our facility and participate in internships through programs like the Doña Ana County Summer Internship. Post-secondary programs in southern New Mexico will have the opportunity to attend lectures, workshops, on-the-job training, and internships at this facility.

1053 Hayner Ave.

1053 Hayner Ave. will be home to 828 Production's first soundstage-specific construction. As we roll out our master plan for a complete overhaul of the site, 828 Productions will fill the construction timeline gap with a unique approach to a soundstage environment that will transition into mill and/or office space as the master plan comes to fruition. 828 Productions has contracted multiple experts to guide our phased approach that will allow us to capture additional production traffic immediately as construction rolls out over the course of multiple years. One of those experts is Rick Clemente, the previous studio operator and pioneer of i25 Studios (now Cinelease Studios), a previous microchip manufacturing facility.

300 S. Compress

As 828 Productions plans to focus the first phase of purpose-built soundstages, office space, and a warehouse retrofit on the 1053 Hayner Ave property, the property at 300 S. Compress will initially focus on ancillary services and needs for the 1053 Hayner Ave property. This will include additional office space, vehicle & trailer parking, vendor support, storage, and various other needs the film production campus may require.

100 S. Church

Located in the heart of Downtown Las Cruces, 100 S. Church will become a beehive of activity for office space tailored to production activity, vendor administrative services, and coworking space. Many of the office-supporting infrastructure listed under 106 S. Miranda will be available here.

The downtown location of the film production's office space provides a number of advantages. First, it is centrally located and easily accessible to clients, partners, and filming locations. Second, it is close to a variety of amenities, such as restaurants, shops, and public transportation. Third, it provides the company with a high-profile presence in the city's business district.

A studio apartment on the second floor will be tailored to hospitality for producers, directors, talent, and various other filmmakers providing them the best access to experience Downtown Las Cruces.

FY22 LEDA Application

Applicant	Todd Lundbohm
Applicant ID	APP-015963
Company Name	828 Studio NM, LLC 828 Productions LLC
Email	todd@828productions.com
Status	Submitted
Application Amount	\$0.00
Funded/Approved	☐
LEDA Starting Job Count	0
LEDA PPA Job Count Target	335

Contact Information

Question: Legal Company Name

828 Productions LLC

Question: Trade Name (dba)

828 Productions LLC

Question: Project Name

828 Studios

Question: Company Street Address~~100 South Church Street~~ 106 S Miranda St**Question:** Company City

Las Cruces

Question: Company State

NM

Question: Company Zip

~~88004~~ 88005

Question: Phone

2089124075

Question: Website

<https://828productions.com/>

Question: Primary Contact Person First Name

Todd

Question: Primary Contact Person Last Name

Lundbohm

Question: Federal Tax ID #

83-2900195

Question: NM State Tax and Revenue (CRS) #

03568111000

Question: City/County Business License Registration will be pursued

☒ Yes

☐ No

Question: NAICS Code(s)

512199

Question: DUNS # (preferred but not required)

Applied For

Question: This Business is organized as a:

☐ C-Corporation

☐ S-Corporation

☒ LLC

☐ Partnership

☐ Sole Proprietorship

☐ B-Corporation

Question: Incorporation Papers

828 PRODUCTIONS, LLC - DE - FORMATION.pdf (9/17/2022, 11:10 AM)

Question: Resumes of all principals (owners, partners, directors or officers; required for businesses 1 year or younger)

Todd bio.pdf (9/17/2022, 11:13 AM)

SDenton Bio 12 6 21 v3.pdf (9/17/2022, 11:13 AM)

Mark Andrews Bio.pdf (9/17/2022, 11:13 AM)

Question: Company Contact for Project Administration (if different from above)

Christine Sheppard

Question: Title

Project Coordinator

Question: Telephone

~~575-520-6905~~ 575-323-1895

Question: Cell Phone

~~575-520-6905~~ 575-323-1895

Question: Email

csheppard@828productions.com

Project Information

Please include detailed information such as:

- Executive Summary; Business description and history
- Infrastructure Development/Needs
- Market analysis and strategy
- Summary of competition
- Tax Reporting Status
- Effect on Existing Industry and Commerce during and after Construction

- Land Acquisition
- Local Purchasing
- Water Conservation
- Relocation of Individuals or Businesses
- Construction Schedule
 - Target Close Date
 - General Contract Signed
 - Construction Start
 - Construction End
 - New Facility Operational Date
- Operations plan; Organizational chart
- Any document or record that the local governing body, in its sole discretion, deems necessary.

Question: Description of the Proposed Development, its product and its timeline.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the "Studio") as well as provide financing for independent films. Construction on the first phase of the project is anticipated to begin in Q4 of 2022 with an estimated construction period of 18 months. Employees started to be hired in May of 2022 and will continue for initial management employees. Start up hiring for the studio operation will begin six months prior to construction completion. The film financing operations are anticipated to begin in Q4 of 2022/ Q1 of 2023.

Question: Provide a detailed scope of work that is specific to the funding request/award and what the funds will be used for.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the "Studio") and will be managing the production of films in Las Cruces as well as in other locations. Over 100 employees in the next 6 years will be hired. The first phase of the studio will include 4 sound stages, office space, mill, etc. Funding will be used for construction as well as start-up payroll for an approximate 6 month period that studio operations ramps up.

Question: Business Plan (required for businesses 1 year or younger)

See supporting documentation - studio model with construction costs as well as start-up budget and estimated revenues and expenses.

Question: Supporting Documentation

828 Studios Redevelopment Schedule Rev 09 16 22.pdf (9/29/2022, 3:58 PM)

Financial Information

*Upload sources and uses chart; enter N/A and zero for questions that do not apply to your business

Question: Provide detailed assumptions for your project including three years of projected cash flow income statements. If the applicant has been in business less than one year, you may be requested to provide additional financial information after review.

828 Operating Financials Phase I CONFIDENTIAL Rev 9.10.22.pdf (9/29/2022, 4:01 PM)

Question: Provide financial statements (balance sheet, profit and loss and cash flow) or tax returns for the past three years. Also provide interim statements within 90 days of application date.

828 Productions financial history description.docx (9/17/2022, 11:31 AM)

Question: What is the collateral/security to be pledged to the funds awarded?

- ☐ Letter of Credit
- ☒ Surety Bond
- ☐ Mortgage Security
- ☐ Security Agreement/Escrow
- ☐ Security Agreement/Lien
- ☐ Security Interest/Lien

Question: What is the method of appraisal for stated security (if Security Mortgage or Lien were selected above)?

N/A

Question: What is the equity investment from the applicant?

\$1,000,000.00

Question: External Equity Investment Sources

Equity raised from outside investors

Question: External Equity Investment Amount

\$25,000,000.00

Question: City/County Funding Source

City of Las Cruces Cinematic Infrastructure funds

Question: City/ County Funding Amount

\$897,596.12

Question: Bank Loan Source (financial institution names), type (commercial, USDA, SBA 504, etc.), and stage (applied or approved)

Currently working on initial discussions with banks

Question: Bank Loans Amount Total

\$25,000,000.00

Question: Other Loans Source

~~828 Media Capital~~ 828 Affiliates

Question: Other Loans Amount

\$20,000,000.00

Question: Other Sources

N/A

Question: Other Sources Amount

\$0.00

Question: Total Project Amount (Sum of above)

\$71,000,000.00

Question: Supporting financial documentation

[LEDA Job Creation Additional Financial Information.pdf](#) (9/30/2022, 1:20 PM)

Company History and Background

Question: How long has the company been in operation, as of the date of application?

828 Productions was formed in 2021 and will begin operations with the beginning of this project 2022

Question: At the time of this application, how many full-time employees do you currently employ? Please provide the most recent Department of Workforce Solutions report below. If no employees, disregard report. Enter 0.

Question: List owners with more than 20% ownership stake in the company. Additionally, please list principal directors and/or officers.

Owners
Todd Lundbohm

Directors/officers
Stephanie Denton
Mark Andrews

Question: Are owners and/or officers current with financial obligations/payments to the State of New Mexico or any other Federal or State entity? If no, please explain.

Yes

Question: Does the applicant have any loans or other financial obligations on which payments are not current? If yes, please explain.

No

Question: Please identify any financially affiliated/associated companies in which any of the applicant's owners have a 20% stake.

828 Productions, Inc is the only entity associated with 828 Productions LLC. There are other entities that were formed to lend or invest in, movies specifically, that have not been listed. ~~Please let us know if you need a more detailed list of entities.~~

Community Aspects

Question: At the community level, what are the infrastructure needs not yet in place or in process that will affect this project's application?

TBD

Question: What specific incentives are being REQUESTED from the COMMUNITY? Please explain where the applicant is in this process and provide an idea of a timeline for incentives' deployment.

1. Asking for allocation of funds from the EDD. Application is ongoing. We anticipate deployment of funds in Q4 of 2022/Q1 2023
2. Asking for allocation of funds from JTIP. We anticipate deployment of funds in Q4 of 2022/ Q1 2023
3. Asking for allocation of funds from the City of Las Cruces. We anticipate deployment of funds in Q4 of 2022/ Q1 2023

Question: What specific incentives will be PROVIDED from the COMMUNITY?(e.g. parcel of

land, building lease, waiver of fees, utility access/extension)?

City of Las Cruces Cinematic Infrastructure funds, LEDA funds

Job Creation / Performance

Please download the job creation worksheet to work up the required information for this section.

- [Job Creation Worksheet](#)

Question: Outline the number and types of jobs to be created.

Additoinal part time jobs (annually) depending on production type

Full Time Jobs - total 100 :

Year Round Management

Year Round Studio Staff

Year Round Studio Crew

Year Round VFX, LED, MoCap & Post Team

Year Round Accounting Team

Question: Outline the proposed pay scale and payroll proposed by the entity.

100 jobs with an average salary of \$75,000 per year.

Question: Outline the benefits offered to the employees, including but not limited to health care and retirement.

Permanent employees will be offered PTO, health, dental, and 401(k) with discretionary match.

Question: Outline any efforts being made or proposed by the applicant to hire people within the local employment pool.

We are going to fill as many jobs locally as possible. All efforts will be made to relocate individuals that are needed for employment outside of the local job pool.

Question: Attach job creation worksheet

[828 Job Creation Worksheet Final.pdf](#) (9/30/2022, 1:09 PM)

Question: Starting Headcount (from worksheet above)

0.00

Question: Total new jobs to be created Year 1 (from worksheet above)

62.00

Question: Total new payroll Year 1 (from worksheet above)

\$4,635,000.00

Question: Total number of new jobs to be created Year 2 (from worksheet above)

28.00

Question: Total new payroll Year 2 (from worksheet above)

\$2,295,000.00

Question: Total number of new jobs to be created Year 3 (from worksheet above)

10.00

Question: Total new payroll Year 3 (from worksheet above)

\$575,000.00

Economic Impact Analysis

NMEDD will perform an Economic Impact Analysis to address the impact to the local tax base, the school system, etc. using the Economic Impact Datasheet provided by the applicant.

Question: Outline any impacts to the environment, positively or negatively.

The studio will be built as sustainably possible with the smallest carbon footprint feasible. Modern building standards will be used with renewable energy sources utilized where feasible(i.e. solar).

Question: Status of permitting/regulatory matters needed for project.

In process with City of Las Cruces

Attachments

Please download the authorization for examination and release of information template and the example employer quarterly wage and contribution report.

- [Authorization for examination and release of information form](#)
- [Employer quarterly wage and contribution report example](#)

If you are a new business, please apply for a NM Tax Identification Number here:

<http://www.tax.newmexico.gov/Businesses/wage-withholding-tax.aspx>

Please download the LEDA Application Affirmation Template here:

[LEDA Application Affirmation Template](#)

[Click here](#) to view a filled out sample.

Question: New Mexico Economic Development Department authorization for examination and release of information.

[FE Authorization for examination and release of information Notarized.pdf](#) (9/30/2022, 1:13 PM)

Question: Latest New Mexico employer's quarterly wage and contribution report submitted to the Department of Workforce Solutions.

[LEDA NM Quarterly Wage Report.pdf](#) (9/30/2022, 1:18 PM)

Question: Affirmation and any other supporting documents

[FE_2020_LEDA_App_Affirmationpdp.pdf](#) (9/26/2022, 9:21 AM)

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "828 PRODUCTIONS, LLC",
FILED IN THIS OFFICE ON THE NINETEENTH DAY OF DECEMBER, A.D.
2018, AT 7:52 O`CLOCK P.M.*



7202282 8100
SR# 20188269978

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 204150649
Date: 12-20-18

State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 07:52 PM 12/19/2018
 FILED 07:52 PM 12/19/2018
 SR 20188269978 - File Number 7202282

STATE OF DELAWARE CERTIFICATE OF FORMATION OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is 828 Productions, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 850 New Burton Road, Suite 201 (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is COGENCY GLOBAL INC.

By: Morgan Sloane
 Authorized Person

Name: Morgan Sloane
 Print or Type

Todd Lundbohm is an award-winning filmmaker with broad ranging experience in Development, Production, Postproduction and VFX. He began his career as an Art Director for NXNW Productions, working on several national campaigns before diving headfirst into narrative filmmaking: writing, directing and producing multiple projects, working throughout the US, Mexico, South America and Western Europe. Todd's feature screenplay, MERIDIAN has won numerous awards, as well as recognition from the SXSW Film Festival and Francis Ford Coppola's American Zoetrope writing competition.

As Founder and CEO of 828 Media Capital, Todd has financed projects with a total production spend north of \$50 million. 828 is a full-service film finance and production company, whose recent films include millennial murder mystery, ***Helen's Dead***, starring Tyrese Gibson, Anabelle Dexter-Jones, and Emile Hirsch; *Deauville Film Festival Grand Special Prize Nominee* ***The Last Son*** starring Sam Worthington, Colson Baker, Thomas Jane, and Heather Graham; Camille Delmarre's high octane action film, ***Assassin Club***, starring, Henry Golding, Noomi Rapace and Sam Neil; ***The Price We Pay***, from legendary horror director Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff; Gothic horror ***Raven's Hollow*** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman; WWII Submarine movie ***Operation Seawolf*** Starring Dolph Lundgren and Frank Grillo; ***The Requin*** starring Alicia Silverstone and James Tupper; and *SXSW Grand Jury Prize winner* ***The Fallout*** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley, and Julie Bowen.

Stephanie Denton is a feature film and television executive who has headed up acquisitions, sales, and distribution divisions for the industry's leading independent film and television companies, including Lionsgate International, Lakeshore Entertainment, Initial Entertainment Group and Bold Films.

Over the last 25 years, Denton has sold over 250 feature films, worked with legendary filmmakers such as Martin Scorsese, Lasse Halstrom, Sam Rami, Mark Pellington, Jon Amiel, Garry Marshall, Peter Howitt, James Mangold, Stephen Merchant, and James Wan to produce and sell high-profile films out of the independent film sector. Noteworthy releases include **THE AVIATOR, UNFINISHED LIFE, THE GIFT, ARLINGTON ROAD, LAWS OF ATTRACTION, UNDERWORLD, 310 TO YUMA, WAR, HOTEL RWANDA, DAYBREAKERS, RUNAWAY BRIDE, FIGHTING WITH MY FAMILY**, and the box office record-breaking **SAW** franchise.

Denton's steady hand as a film and tv executive was evident in her leadership of the launch of Arc Animation Studios Original I.P. and Sales division during its transition from STARZ Entertainment, and her experience in acquisitions and co-production for WWE Studios in Los Angeles where she drove the company's marketing and production initiative to release brand adjacent content across platforms, and spearheaded a theatrical co-distribution deal in North America with Blumhouse Productions for Festival film favorites, **OCCULUS, SLIGHT, and BIRTH OF A DRAGON**.

A few of Denton's premier accomplishments include the development and production of Len Wiseman's hugely successful **UNDERWORLD** franchise for Lakeshore Entertainment, sourcing and selling high profile projects such as **WAR** starring Jason Statham and Jet Li, and **DAYBREAKERS** starring Ethan Hawke for Lionsgate Entertainment. She also closed multi-picture domestic distribution deals with Sony/Screen Gems, Universal Pictures, and Paramount Studios.

Denton began consulting for 828 Media in 2020, assisting with the company's expanding lending portfolio, and has since become a member of the 828 Productions team. Utilizing her extensive relationships in Production and Distribution, Denton's main focus will be sourcing co-production and development opportunities, and securing key distribution alliances in both the Domestic and International markets that will establish 828 Productions as an industry leader in the Indie Film space.

BIOGRAPHY

Mark Andrews

Mark started his career in finance & management consulting but his real passion was for film. This passion was realized in 1995 when he invested in his first feature film '**Mainline Run**'. Three years later he took the plunge and became a full time producer, co-writing and producing the feature film '**Distant Shadow**' which made more than 4 times its budget. This lead to being hired to produce budgets & schedules for the UK's Spice Factory and oversee production on '**Redemption Road**'.

Seeing the opportunities film financing in the United Kingdom offered, Mark co-founded '**Studio Finance**,' a UK Film tax shelter utilizing the UK Government's Section 48 Tax breaks for film production before going on to consult for another film financing group, '**UKFS**' backed by Guernsey based Channel House Trustees. In their three yers of operating, UKFS were responsible for more than \$300 million of tax shelter film financing for the UK film industry. It was here acting as a Senior Finance Executive that he oversaw such films as '**Wake of Death**,' '**Modigliani**,' '**School for Seduction**,' '**Out of Season**' and '**Battle of the Brave**' amongst others.

In 2004 Mark moved to Los Angeles where he began consulting for various production companies, investors and independent producers, was Head of Entertainment for Exemplar Capital an East Coast Investment Bank and Law Firm and was instrumental in forming various film financing structures including a \$150m film fund.

Some of the projects he has been instrumental in developing or setting up at various companies are Animated Horror '**Down Satan**' in partnership with re-known Horror Author '**Clive Barker**'; Supernatural Thriller '**Indelible**' being Directed by National Film Award Winner '**Howard J Ford**' (The Dead 1&2, Never Let Go); '**Kill the Messenger**' from the creator of (RoboCop), '**Michael Miner**,' and the Epic Western '**The Girl With No Name**' in conjunction with **Co-Op Entertainment** and **LegionM** being directed by '**Tanya Wexler**' (Buffaloed, Jolt).

In 2018 Mark produced the movie '**Dead Water**' starring '**Casper Van Dien**' and '**Judd Nelson**,' released by **Saban** in July 2019.

He currently oversees the development, financing and production operations for 828 Productions a west coast full service film finance and production company where he has executive produced and produced such films as **THE FALLOUT** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley and Julie Bowen, **THE LAST SON** starring Sam Worthington, Colson Baker, Thomas Jane and Heather Graham, **THE PRICE WE PAY**, directed by horror legend Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff, and the recently wrapped **RAVENS HOLLOW** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman.

In summary, Mark is a highly accomplished and seasoned writer, producer & production executive with a proven track record of over twenty years of experience in development, financing, production and distribution. He is a high impact contributor and versatile professional with exceptional business and production acumen who is comfortable working alone or managing hundreds of individuals while ensuring timely completion of project deadlines and remaining on, or under budget.

He holds a National Diploma in Business and Finance from the UK and a Certificate of Achievement for Contract Law from HarvardX University.

Mark lives in Colorado Springs with his wife and dog 'Piper'.

PROJECT OVERVIEW

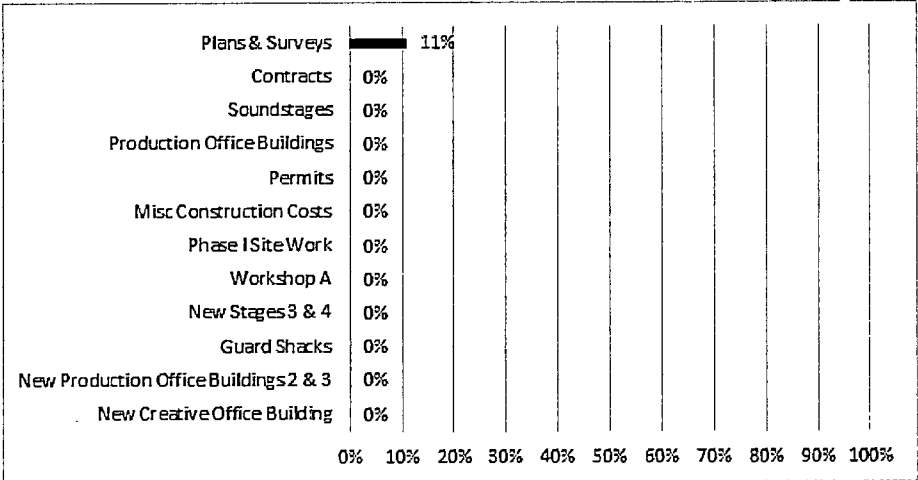
MON 8/15/22 - MON 11/18/24



MILESTONES DUE
Milestones that are coming soon.

Name	Finish
Stage 1 COA	Thu 10/26/23
Stage 2 COA	Mon 8/12/24
Workshop A COA	Tue 7/9/24
Stage 3 COA	Fri 12/29/23
Stage 4 COA	Mon 1/8/24

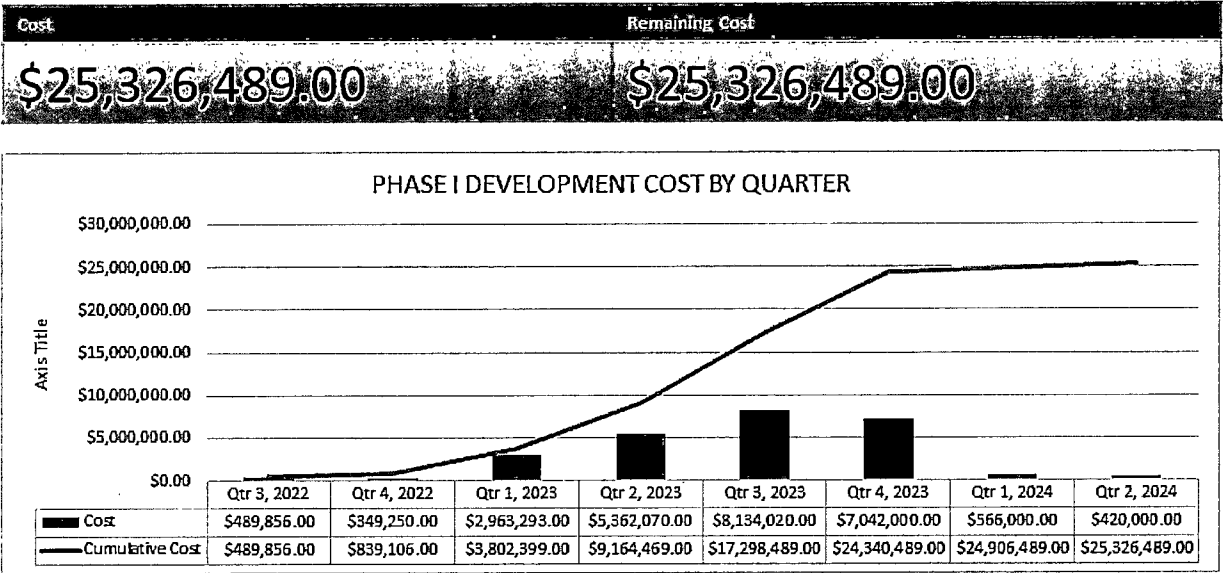
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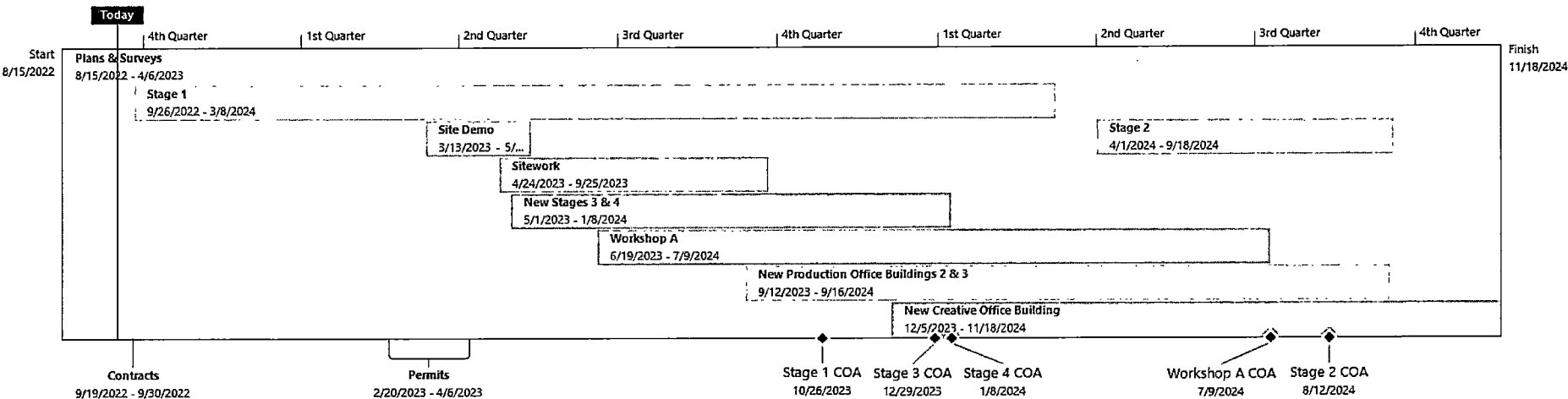
LATE TASKS
Tasks that are past due.

Name	Start	Finish	% Complete
DD Drawings	Mon 9/12/22	Mon 12/26/22	0%

CASH FLOW



Name	Cost	Start	Unique ID
828 STUDIOS NM	\$25,326,489.00	Mon 8/15/22	1
RENOVATION	\$9,341,489.00	Mon 8/15/22	171
Contracts	\$0.00	Mon 9/19/22	2
Plans & Surveys	\$532,100.00	Mon 8/15/22	7
Permits	\$103,500.00	Mon 2/20/23	312
Phase I Site Work	\$1,858,393.00	Mon 3/13/23	17
Misc Construction Costs	\$166,141.00	Mon 3/13/23	314
Soundstages	\$4,743,605.00	Mon 9/26/22	68
Workshop A	\$1,846,000.00	Mon 6/19/23	110
Production Office Buildings	\$91,750.00	Tue 11/1/22	157
NEW CONSTRUCTION	\$15,985,000.00	Mon 5/1/23	172
New Stages 3 & 4	\$14,000,000.00	Mon 5/1/23	173
New Production Office Buildings 2 & 3	\$1,280,000.00	Tue 9/12/23	298
New Creative Office Building	\$640,000.00	Tue 12/5/23	141
Guard Shacks	\$65,000.00	Tue 9/5/23	158



Project Timeline and Budgetary Estimates are derived from Highland Enterprises Inc. and Giant Entertainment & Management Inc. with supporting detail located in the appendix of this project summary.

Although preliminary in nature, the following schedule and associated costs are based on prior experience in respective fields. Even so, fixed costs can only be determined after full review of Construction Drawings, still to be developed.

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 2/10	January 1 2/5	May 1 4/2	September 7/23	January 1 9/11	May 1 1/7	September 3/3	January 1 4/28	May 1 6/23	September 8/18	January 1 10/13	May 1 12/8	September 2/2	January 1 3/30
1	🚧	828 STUDIOS NM	578 days?	Mon 8/15/22	Mon 11/18/24	\$25,326,489.00	1%														
2	🚧	RENOVATION	535 days?	Mon 8/15/22	Wed 9/18/24	\$9,341,489.00	1%														
3	🚧	Contracts	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00	0%														
4	🚧	General Contractor	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00	0%														
5	🚧	Architectural	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00	0%														
6	🚧	Engineering	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00	0%														
7	🚧	Mechanical	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00	0%														
8	🚧	Electrical	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00	0%														
9	🚧	Plumbing	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00	0%														
10	🚧	Structural	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00	0%														
11	🚧	Civil	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00	0%														
12	🚧	Surveys	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00	0%														
13	🚧	Geotech	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00	0%														
14	🚧	Project Management	10 days	Mon 9/19/22	Fri 9/30/22	\$0.00	0%														
15	🚧	Plans & Surveys	156 days?	Mon 8/15/22	Thu 4/6/23	\$532,100.00	11%														

Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
16	🚧	Conceptual Site Plans	15 days	Mon 8/15/22	Fri 9/2/22	\$0.00
17	🚧	DD Drawings	76 days	Mon 9/12/22	Mon 12/26/22	\$257,500.00
18	🚧	Construction Drawings	39 days	Tue 12/27/22	Fri 2/17/23	\$257,500.00
19	🚧	Demo Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00
20	🚧	Geotechnical Survey	30 days	Mon 9/26/22	Fri 11/4/22	\$8,000.00
21	🚧	Topographical Survey	10 days	Mon 9/26/22	Fri 10/7/22	\$9,100.00
22	🚧	Stormwater Plans	41 days	Wed 10/19/22	Mon 12/26/22	\$0.00
23	🚧	Materials testing	15 days	Mon 11/7/22	Tue 11/29/22	\$0.00
24	🚧?	Traffic Study				\$0.00
25	🚧	Traffic Circulation Plan	15 days	Mon 8/15/22	Fri 9/2/22	\$0.00
26	🚧	Permits	34 days?	Mon 2/20/23	Thu 4/6/23	\$103,500.00
27	🚧	Grading Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00
28	🚧	Underground Utilities Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00
29	🚧	MEP Permits	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00
30	🚧	Structural Building Plans/Permit	34 days	Mon 2/20/23	Thu 4/6/23	\$0.00

Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

[illegible]

Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

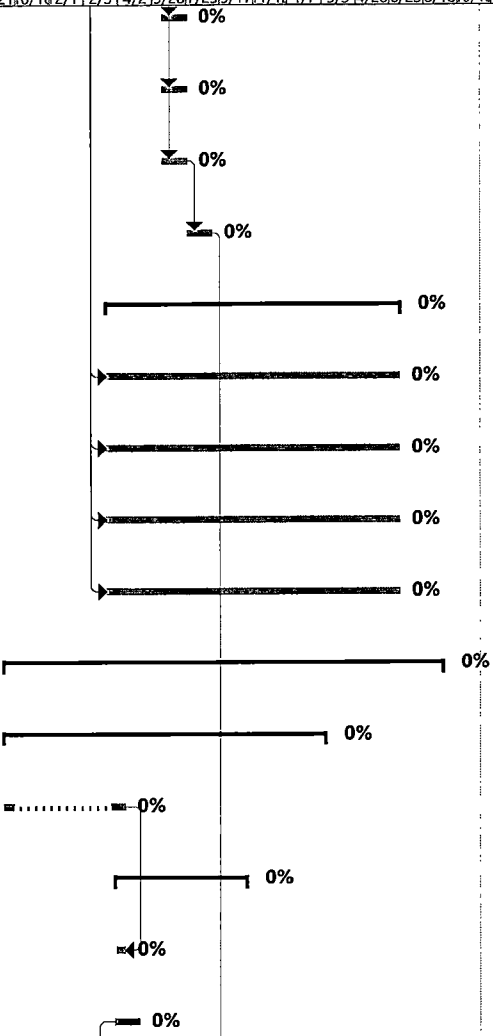
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
46	★	Waste Removal; Stage 1	45 days	Mon 3/13/23	Fri 5/12/23	\$8,650.00													
47	★	Waste Removal; Stage 2	45 days	Mon 3/13/23	Fri 5/12/23	\$37,100.00													
48	★	Waste Removal WS-A	45 days	Mon 3/13/23	Fri 5/12/23	\$30,000.00													
49	★	Clean and expose RR Tracks	45 days	Mon 3/13/23	Fri 5/12/23	\$22,601.00													
50	★	Demolition - above grade concrete	45 days	Mon 3/13/23	Fri 5/12/23	\$44,830.00													
51	★	Demo Bagging Equip WS-A	45 days	Mon 3/13/23	Fri 5/12/23	\$6,700.00													
52	→	Sitework	111 days	Mon 4/24/23	Mon 9/25/23	\$1,467,990.00													
53	★	Rough Grading	36 days	Mon 4/24/23	Mon 6/12/23	\$0.00													
54	→	Access road to Stage 1 and Work Shop	30 days	Tue 6/13/23	Mon 7/24/23	\$304,790.00													
55	→	Asphalt Parking - Lot 4	30 days	Tue 6/13/23	Mon 7/24/23	\$159,100.00													
56	→	Asphalt Parking - Lot 5	30 days	Tue 6/13/23	Mon 7/24/23	\$167,015.00													
57	★	Asphalt Parking Work Shop	33 days	Wed 7/12/23	Fri 8/25/23	\$96,144.00													
58	→	Asphalt Parking - Lot 6	30 days	Tue 6/13/23	Mon 7/24/23	\$172,715.00													
59	★	Asphalt Parking - Stage 1 Lot	31 days	Mon 8/14/23	Mon 9/25/23	\$83,328.00													
60	→	Asphalt Parking - POB Lots 2&3	30 days	Tue 6/13/23	Mon 7/24/23	\$119,900.00													

Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

828 Studios Redevelopment Schedule.mpp

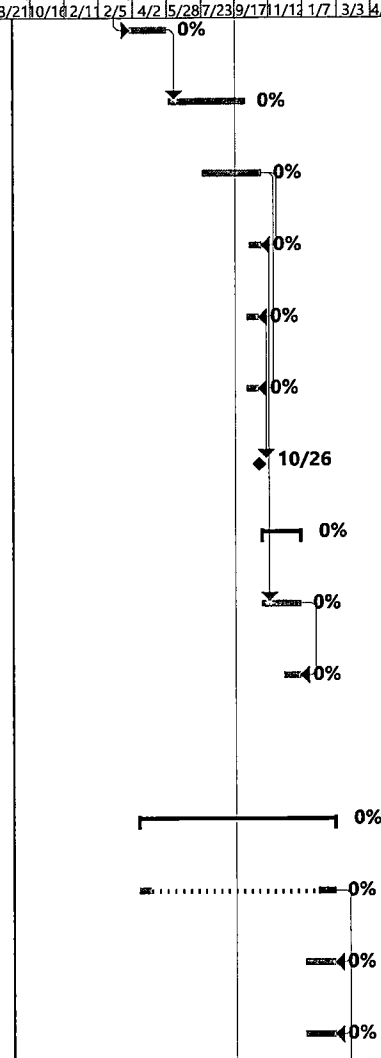
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
61	🚧	Graveled area temp power plants	30 days	Tue 6/13/23	Mon 7/24/23	\$33,250.00													
62	🚧	Cantina Slab	30 days	Tue 6/13/23	Mon 7/24/23	\$7,200.00													
63	🚧	Underground Retention Ponds	30 days	Tue 6/13/23	Mon 7/24/23	\$75,000.00													
64	🚧	Landscape Phase 1 (12,000 SF)	30 days	Tue 7/25/23	Mon 9/4/23	\$249,548.00													
65	🚧	Misc Construction Costs	347 days	Mon 3/13/23	Tue 7/9/24	\$166,141.00													
66	🚧	Contractor Fee	347 days	Mon 3/13/23	Tue 7/9/24	\$125,000.00													
67	🚧	Temporary Facilities	347 days	Mon 3/13/23	Tue 7/9/24	\$2,100.00													
68	🚧	Temporary Utilities	347 days	Mon 3/13/23	Tue 7/9/24	\$19,041.00													
69	🚧	Builders Risk Insurance	347 days	Mon 3/13/23	Tue 7/9/24	\$20,000.00													
70	🚧	Soundstages	505 days?	Mon 9/26/22	Wed 9/18/24	\$4,743,605.00													
71	🚧	Stage 1	367 days?	Mon 9/26/22	Fri 3/8/24	\$4,323,605.00													
72	🚧	Remove and replace 9,000 SF of existing floor	30 days	Mon 9/26/22	Wed 4/12/23	\$215,256.00													
73	🚧	Replace Roof & Walls	156 days	Mon 3/27/23	Mon 10/30/23	\$2,303,249.00													
74	🚧	Add sub-framing as required	10 days	Thu 3/30/23	Wed 4/12/23	\$0.00													
75	🚧	Remove Sheeting	30 days	Mon 3/27/23	Fri 5/5/23	\$0.00													



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
76	→	Modify Steel Structure (panel prep)	45 days	Mon 3/27/23	Fri 5/26/23	\$0.00													
77	→	Install 4 Kingspan Insulated panels	92 days	Tue 5/30/23	Wed 10/4/23	\$0.00													
78	→	Install 6 interior SIP panels	71 days	Mon 7/24/23	Mon 10/30/23	\$0.00													
79	→	Install Duct liner on roof and wall interior	15 days	Tue 10/10/23	Mon 10/30/23	\$0.00													
80	→	1 ea - 18' W x 12' H barn door	14 days	Fri 10/6/23	Wed 10/25/23	\$0.00													
81	→	3ea - Hollow metal man doors	14 days	Fri 10/6/23	Wed 10/25/23	\$0.00													
82	→	Stage 1 COA	1 day	Thu 10/26/23	Thu 10/26/23	\$0.00													
83	→	Mechanical	46 days?	Tue 10/31/23	Tue 1/2/24	\$624,000.00													
84	→	HVAC - 150 TNS heating and cooling	46 days	Tue 10/31/23	Tue 1/2/24	\$624,000.00													
85	→	Exhaust Fans	20 days	Wed 12/6/23	Tue 1/2/24	\$0.00													
86	→	Gas Line (Heating)				\$0.00													
87	→	Electrical	232 days	Mon 4/10/23	Tue 2/27/24	\$615,100.00													
88	→	750 KVA Transformer 900 amp, 480V 3P	36 days	Mon 4/10/23	Tue 2/27/24	\$615,100.00													
89	→	Main Panel	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00													
90	→	Bull Switches	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00													



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

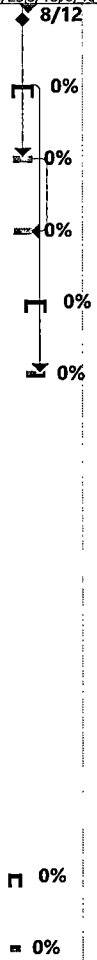
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
91	🔧	high bay lighting	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00													
92	🔧	emergency lighting	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00													
93	🔧	ingress/egress, exterior wall pack lighting	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00													
94	🔧	general purpose 120V outlets through out	36 days	Tue 1/9/24	Tue 2/27/24	\$0.00													
95	🔧	Plumbing	45 days	Mon 1/8/24	Fri 3/8/24	\$566,000.00													
96	🚀	Install Waterline	45 days	Mon 1/8/24	Fri 3/8/24	\$20,000.00													
97	🚀	Fire Sprinkler system	45 days	Mon 1/8/24	Fri 3/8/24	\$546,000.00													
98	🔧	Stage 2	123 days?	Mon 4/1/24	Wed 9/18/24	\$420,000.00													
99	🔧	Stage 2 Renovation	95 days	Mon 4/1/24	Fri 8/9/24	\$420,000.00													
100	🚀	Remove Sheet Metal	19 days	Mon 4/1/24	Thu 4/25/24	\$0.00													
101	🔧	Install 4 Kingspan panels	38 days	Mon 4/29/24	Wed 6/19/24	\$0.00													
102	🔧	Install 6 SIP panels	38 days	Mon 6/10/24	Wed 7/31/24	\$0.00													
103	🔧	Install interior Duct liner	10 days	Thu 7/18/24	Wed 7/31/24	\$0.00													
104	🔧	1 ea - 16' W x 14' H Barn Door	14 days	Tue 7/23/24	Fri 8/9/24	\$0.00													
105	🔧	3ea - Hollow metal man doors	14 days	Tue 7/23/24	Fri 8/9/24	\$0.00													

Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

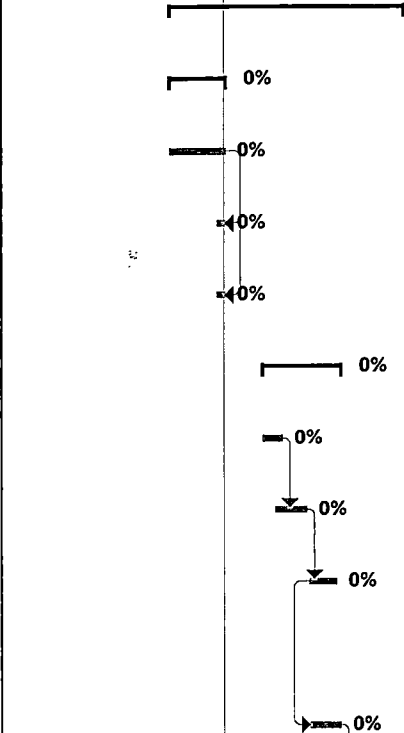
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6 9/6	January 10 1/10	May 12 5/12	September 14 9/14	January 16 1/16	May 18 5/18	September 20 9/20	January 22 1/22	May 24 5/24	September 26 9/26	January 28 1/28	May 30 5/30
106	🚧	Stage 2 COA	1 day	Mon 8/12/24	Mon 8/12/24	\$0.00													
107	🚧	Mechanical	23 days	Mon 7/29/24	Wed 8/28/24	\$0.00													
108	🚧	HVAC - 20 TNS	23 days	Mon 7/29/24	Wed 8/28/24	\$0.00													
109	🚧	Exhaust fans	22 days	Tue 7/30/24	Wed 8/28/24	\$0.00													
110	🚧	Electrical	23 days?	Mon 8/19/24	Wed 9/18/24	\$0.00													
111	🚧	250 KVA Transformer	23 days	Mon 8/19/24	Wed 9/18/24	\$0.00													
112	🚧	Interior Main				\$0.00													
113	🚧	Bull Switches				\$0.00													
114	🚧	warehouse lighting				\$0.00													
115	🚧	emergency lighting ingress/ egress				\$0.00													
116	🚧	exterior wall pack lighting				\$0.00													
117	🚧	convenient outlets, 220V outlets				\$0.00													
118	🚧	Plumbing	13 days?	Mon 7/22/24	Wed 8/7/24	\$0.00													
119	🚧	Interior Water Lines/Sink	13 days	Mon 7/22/24	Wed 8/7/24	\$0.00													
120	🚧	Fire Sprinkler System				\$0.00													



Critical	=====	Task Progress	=====	Baseline	=====	Summary	=====	Inactive Task	=====
Critical Split		Manual Task	=====	Baseline Split		Manual Summary	=====	Inactive Milestone	◇
Critical Progress	=====	Start-only	⌈	Baseline Milestone	◇	Project Summary	=====	Inactive Summary	=====
Task	=====	Finish-only	⌋	Milestone	◆	External Tasks	=====	Deadline	↓
Split		Duration-only	=====	Summary Progress	=====	External Milestone	◇		

828 Studios Redevelopment Schedule.mpp

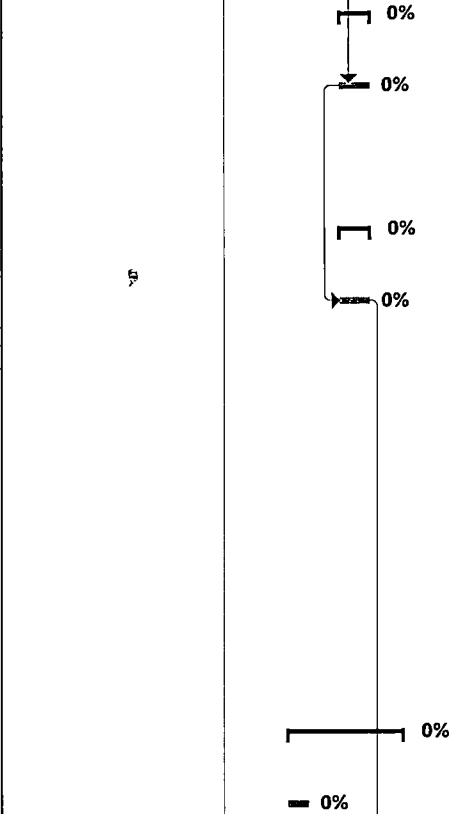
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
121	🚧	Workshop A	277 days?	Mon 6/19/23	Tue 7/9/24	\$1,846,000.00													
122	🚧	2ea - Concrete Loading docks	67 days	Mon 6/19/23	Tue 9/19/23	\$208,000.00													
123	🚧	concrete approach ramps	67 days	Mon 6/19/23	Tue 9/19/23	\$208,000.00													
124	🚧	hand railing	10 days	Wed 9/6/23	Tue 9/19/23	\$0.00													
125	🚧	dock levelers	10 days	Wed 9/6/23	Tue 9/19/23	\$0.00													
126	🚧	Workshop A Renovation	93 days?	Mon 11/20/23	Wed 3/27/24	\$1,638,000.00													
127	🚧	Remove existing roof and wall sheeting	25 days	Mon 11/20/23	Fri 12/22/23	\$0.00													
128	🚧	Modify Steel Structure (panel prep)	38 days	Mon 12/11/23	Wed 1/31/24	\$0.00													
129	🚧	Install PBR 26 ga roof sheets	33 days	Mon 2/5/24	Wed 3/20/24	\$0.00													
130	🚧	Install/replace sub-framing				\$0.00													
131	🚧	Install exterior OSB/SIP panels	38 days	Mon 2/5/24	Wed 3/27/24	\$0.00													
132	🚧	Install interior metal wall panels				\$0.00													
133	🚧	install under roof insulation				\$0.00													
134	🚧	Remove wood frame breezeway				\$0.00													
135	🚧	Add metal frame breezeway				\$0.00													



Critical	=====	Task Progress	=====	Baseline	=====	Summary	=====	Inactive Task	=====
Critical Split		Manual Task	=====	Baseline Split		Manual Summary	=====	Inactive Milestone	=====
Critical Progress	=====	Start-only	=====	Baseline Milestone	=====	Project Summary	=====	Inactive Summary	=====
Task	=====	Finish-only	=====	Milestone	=====	External Tasks	=====	Deadline	=====
Split		Duration-only	=====	Summary Progress	=====	External Milestone	=====		

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
136	✱?	3ea demising walls in the building				\$0.00													
137	✱?	10 ea Exterior man doors				\$0.00													
138	✱?	6 ea 12' x 10' Overhead doors				\$0.00													
139	✱	Mechanical	36 days?	Mon 3/25/24	Mon 5/13/24	\$0.00													
140	✱	HVAC - 75 TNS	36 days	Mon 3/25/24	Mon 5/13/24	\$0.00													
141	✱?	Gas (Heating)				\$0.00													
142	✱	Electrical	36 days?	Mon 3/25/24	Mon 5/13/24	\$0.00													
143	✱	Transformer (TBD)	36 days	Mon 3/25/24	Mon 5/13/24	\$0.00													
144	✱?	Interior Electrical Panels				\$0.00													
145	✱?	220V convenience power				\$0.00													
146	✱?	Warehouse lighting				\$0.00													
147	✱?	Emergency lighting ingress/egress				\$0.00													
148	✱?	Exterior lighting				\$0.00													
149	✱	Plumbing	136 days	Mon 1/1/24	Mon 7/8/24	\$0.00													
150	✱	Restrooms	25 days	Mon 1/1/24	Fri 2/2/24	\$0.00													



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost																												
151		Fire sprinkler system	36 days	Mon 5/20/24	Mon 7/8/24	\$0.00																												
152		Workshop A COA	1 day	Tue 7/9/24	Tue 7/9/24	\$0.00																												
153		Production Office Buildings	60 days	Tue 11/1/22	Thu 2/9/23	\$91,750.00																												
154		POB 1	60 days	Tue 11/1/22	Thu 2/9/23	\$91,750.00																												
155		Exterior T.I. (TBD)	30 days	Tue 11/1/22	Wed 12/14/22	\$45,875.00																												
156		Interior T.I. (TBD)	30 days	Thu 12/15/22	Thu 2/9/23	\$45,875.00																												
157		NEW CONSTRUCTION	406 days	Mon 5/1/23	Mon 11/18/24	\$15,985,000.00																												
158		New Stages 3 & 4	181 days	Mon 5/1/23	Mon 1/8/24	\$14,000,000.00																												
159		Stage Structural Assembly	99 days	Mon 5/1/23	Thu 9/14/23	\$7,000,000.00																												
160		Stage 3 Structural Assembly	50 days	Mon 5/1/23	Fri 7/7/23	\$3,500,000.00																												
161		Base Plates	10 days	Mon 5/1/23	Fri 5/12/23	\$0.00																												
162		Prep Modules 1-3	2 days	Mon 5/15/23	Tue 5/16/23	\$0.00																												
163		Assembly Module 1	2 days	Wed 5/17/23	Thu 5/18/23	\$0.00																												
164		Assembly Module 2	2 days	Fri 5/19/23	Mon 5/22/23	\$0.00																												
165		Assembly Module 3	2 days	Tue 5/23/23	Wed 5/24/23	\$0.00																												

Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
166		Prep Modules 4-5	2 days	Thu 5/25/23	Fri 5/26/23	\$0.00
167		Assembly Module 4	2 days	Mon 5/29/23	Tue 5/30/23	\$0.00
168		Assembly Module 5	2 days	Wed 5/31/23	Thu 6/1/23	\$0.00
169		Assembly Single Frame	3 days	Fri 6/2/23	Tue 6/6/23	\$0.00
170		Pulling Roof Module 1-5	1 day	Wed 6/7/23	Wed 6/7/23	\$0.00
171		Stage 3 Module Lift	1 day	Thu 6/8/23	Thu 6/8/23	\$0.00
172		Purlins, Cables, Braces	3 days	Fri 6/9/23	Tue 6/13/23	\$0.00
173		Roof & Insulation & Tension Bars	5 days	Wed 6/14/23	Tue 6/20/23	\$0.00
174		Gable End	3 days	Wed 6/21/23	Fri 6/23/23	\$0.00
175		Gable Leg Sections	2 days	Mon 6/26/23	Tue 6/27/23	\$0.00
176		Wall Panel Installation	8 days	Wed 6/28/23	Fri 7/7/23	\$0.00
177		Corners & Gutters	3 days	Wed 6/28/23	Fri 6/30/23	\$0.00
178		Weather Sealing	2 days	Mon 7/3/23	Tue 7/4/23	\$0.00
179		Stage 4 Structural Assembly	49 days	Mon 7/10/23	Thu 9/14/23	\$3,500,000.00
180		Base Plates	10 days	Mon 7/10/23	Fri 7/21/23	\$0.00

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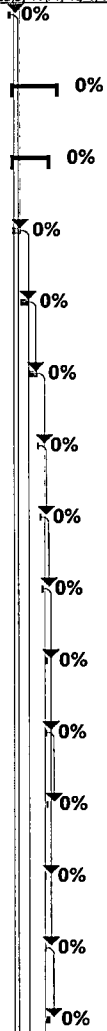
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
181		Prep modules 1-3	2 days	Mon 7/24/23	Tue 7/25/23	\$0.00													
182		Assembly Module 1	2 days	Wed 7/26/23	Thu 7/27/23	\$0.00													
183		Assembly Module 2	2 days	Fri 7/28/23	Mon 7/31/23	\$0.00													
184		Assembly Module 3	2 days	Tue 8/1/23	Wed 8/2/23	\$0.00													
185		Prep Modules 4-5	2 days	Thu 8/3/23	Fri 8/4/23	\$0.00													
186		Assembly Module 4	2 days	Mon 8/7/23	Tue 8/8/23	\$0.00													
187		Assembly module 5	2 days	Wed 8/9/23	Thu 8/10/23	\$0.00													
188		Pulling Roof Module 1-5	2 days	Fri 8/11/23	Mon 8/14/23	\$0.00													
189		Stage 4 Module Lift	2 days	Tue 8/15/23	Wed 8/16/23	\$0.00													
190		Purlins, Cables, Braces	3 days	Thu 8/17/23	Mon 8/21/23	\$0.00													
191		Roof Insulation & Tension Bars	5 days	Tue 8/22/23	Mon 8/28/23	\$0.00													
192		Gable Leg Sections	2 days	Tue 8/29/23	Wed 8/30/23	\$0.00													
193		Gable End	3 days	Thu 8/31/23	Mon 9/4/23	\$0.00													
194		Wall Panel Installation	8 days	Tue 9/5/23	Thu 9/14/23	\$0.00													
195		Corners & Gutters	3 days	Tue 9/5/23	Thu 9/7/23	\$0.00													

Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
196		Weather Sealing	2 days	Fri 9/8/23	Mon 9/11/23	\$0.00													
197		Stage Interior	52 days	Fri 9/15/23	Mon 11/27/23	\$3,500,000.00													
198		Stage 3 Interior	42 days	Fri 9/15/23	Mon 11/13/23	\$1,750,000.00													
199		Stage 3 Flooring	10 days	Fri 9/15/23	Thu 9/28/23	\$0.00													
200		Stage 3 Plywood	8 days	Fri 9/29/23	Tue 10/10/23	\$0.00													
201		Acoustic Wall Liner	10 days	Wed 10/11/23	Tue 10/24/23	\$0.00													
202		Staircases & Emergency Exit Ladders	3 days	Wed 10/25/23	Fri 10/27/23	\$0.00													
203		Rat Holes	2 days	Mon 10/30/23	Tue 10/31/23	\$0.00													
204		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	\$0.00													
205		Airlock Vestibules	5 days	Mon 11/6/23	Fri 11/10/23	\$0.00													
206		Personnel Doors (Exterior)	3 days	Mon 11/6/23	Wed 11/8/23	\$0.00													
207		Cable Port Guillotines	2 days	Thu 11/9/23	Fri 11/10/23	\$0.00													
208		Elephant Door Balustrades	2 days	Mon 11/6/23	Tue 11/7/23	\$0.00													
209		Handrails	2 days	Mon 11/6/23	Tue 11/7/23	\$0.00													
210		Stage 3 Floor Painting	4 days	Wed 11/8/23	Mon 11/13/23	\$0.00													



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
211		Stage 4 Interior	42 days	Fri 9/29/23	Mon 11/27/23	\$1,750,000.00													
212		Stage 4 Flooring	10 days	Fri 9/29/23	Thu 10/12/23	\$0.00													
213		Stage 4 Plywood	3 days	Fri 10/13/23	Tue 10/17/23	\$0.00													
214		Acoustic Wall Liner	2 days	Wed 10/18/23	Thu 10/19/23	\$0.00													
215		Staircases & Emergency Exit Ladders	3 days	Fri 10/20/23	Tue 10/24/23	\$0.00													
216		Rat Holes	5 days	Wed 10/25/23	Tue 10/31/23	\$0.00													
217		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	\$0.00													
218		Airlock Vestibules	2 days	Mon 11/6/23	Tue 11/7/23	\$0.00													
219		Personnel Doors (Exterior)	2 days	Wed 11/8/23	Thu 11/9/23	\$0.00													
220		Cable Port Guillotines	2 days	Fri 11/10/23	Mon 11/13/23	\$0.00													
221		Elephant Door Balustrades	4 days	Tue 11/14/23	Fri 11/17/23	\$0.00													
222		Handrails	2 days	Mon 11/20/23	Tue 11/21/23	\$0.00													
223		Stage 4 Floor Painting	4 days	Wed 11/22/23	Mon 11/27/23	\$0.00													
224		Stage Fit Out	54 days	Wed 10/25/23	Mon 1/8/24	\$3,500,000.00													
225		Stage 3 Fit Out	47 days	Wed 10/25/23	Thu 12/28/23	\$1,750,000.00													

Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

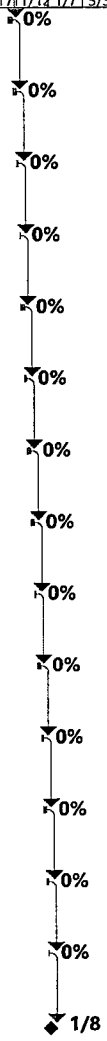
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
226		House Lighting	5 days	Wed 10/25/23	Tue 10/31/23	\$0.00
227		Bull Switches	5 days	Wed 11/1/23	Tue 11/7/23	\$0.00
228		Heating Control	3 days	Wed 11/8/23	Fri 11/10/23	\$0.00
229		Signage	1 day	Mon 11/13/23	Mon 11/13/23	\$0.00
230		Electrical Infrastructure	5 days	Tue 11/14/23	Mon 11/20/23	\$0.00
231		MV Cable Trench/Duct Installation	3 days	Tue 11/21/23	Thu 11/23/23	\$0.00
232		Transformer Pad	5 days	Fri 11/24/23	Thu 11/30/23	\$0.00
233		Transformer Installation	3 days	Fri 12/1/23	Tue 12/5/23	\$0.00
234		MV Electrical Connection/Installation	3 days	Wed 12/6/23	Fri 12/8/23	\$0.00
235		HVAC Installation	5 days	Mon 12/11/23	Fri 12/15/23	\$0.00
236		Fire Detection System	3 days	Mon 12/18/23	Wed 12/20/23	\$0.00
237		Red Light & Bell	3 days	Thu 12/21/23	Mon 12/25/23	\$0.00
238		Mesh Installation	3 days	Tue 12/26/23	Thu 12/28/23	\$0.00
239		Stage 3 COA	1 day	Fri 12/29/23	Fri 12/29/23	\$0.00
240		Stage 4 Fit Out	49 days	Wed 11/1/23	Mon 1/8/24	\$1,750,000.00

Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
241	★	House Lighting	5 days	Wed 11/1/23	Tue 11/7/23	\$0.00													
242	★	Bull Switches	5 days	Wed 11/8/23	Tue 11/14/23	\$0.00													
243	★	Heating Control	3 days	Wed 11/15/23	Fri 11/17/23	\$0.00													
244	★	Signage	1 day	Mon 11/20/23	Mon 11/20/23	\$0.00													
245	★	Electrical Infrastructure	5 days	Tue 11/21/23	Mon 11/27/23	\$0.00													
246	★	MV Cable Trench/Duct Installation	3 days	Tue 11/28/23	Thu 11/30/23	\$0.00													
247	★	Transformer Pad	5 days	Fri 12/1/23	Thu 12/7/23	\$0.00													
248	★	Transformer Installation	3 days	Fri 12/8/23	Tue 12/12/23	\$0.00													
249	★	MV Electrical Connection/Installation	3 days	Wed 12/13/23	Fri 12/15/23	\$0.00													
250	★	HVAC Installation	5 days	Mon 12/18/23	Fri 12/22/23	\$0.00													
251	★	Fire Detection System	3 days	Mon 12/25/23	Wed 12/27/23	\$0.00													
252	★	Red Light & Bell	3 days	Thu 12/28/23	Mon 1/1/24	\$0.00													
253	★	Mesh Installation	3 days	Tue 1/2/24	Thu 1/4/24	\$0.00													
254	★	Mesh Installation	1 day	Fri 1/5/24	Fri 1/5/24	\$0.00													
255	■	Stage 4 COA	1 day	Mon 1/8/24	Mon 1/8/24	\$0.00													



Critical

Critical Split

Critical Progress

Task

Split

Task Progress

Manual Task

Start-only

Finish-only

Duration-only

Baseline

Baseline Split

Baseline Milestone

Milestone

Summary Progress

Summary

Manual Summary

Project Summary

External Tasks

External Milestone

Inactive Task

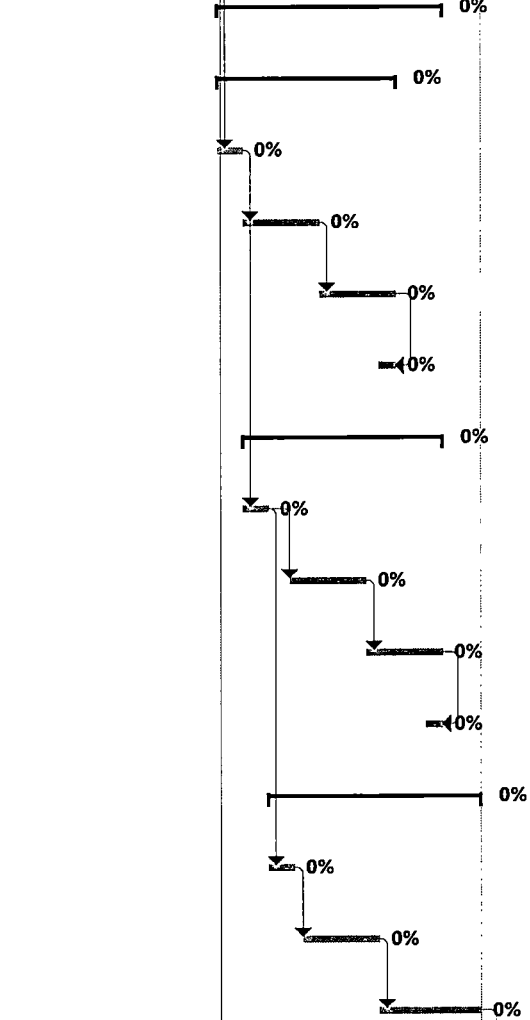
Inactive Milestone

Inactive Summary

Deadline

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1	September 1 9/1	January 1 1/1	May 1 5/1
256		New Production Office Buildings 2 & 3	265 days	Tue 9/12/23	Mon 9/16/24	\$1,280,000.00													
257		POB 2	210 days	Tue 9/12/23	Mon 7/1/24	\$640,000.00													
258		Floorplans (TBD)	30 days	Tue 9/12/23	Mon 10/23/23	\$0.00													
259		MEP (TBD)	90 days	Tue 10/24/23	Mon 2/26/24	\$0.00													
260		Construction (TBD)	90 days	Tue 2/27/24	Mon 7/1/24	\$0.00													
261		IT / Telco	20 days	Tue 6/4/24	Mon 7/1/24	\$0.00													
262		POB 3	235 days	Tue 10/24/23	Mon 9/16/24	\$640,000.00													
263		Floorplans (TBD)	30 days	Tue 10/24/23	Mon 12/4/23	\$0.00													
264		MEP (TBD)	90 days	Tue 1/9/24	Mon 5/13/24	\$0.00													
265		Construction (TBD)	90 days	Tue 5/14/24	Mon 9/16/24	\$0.00													
266		IT / Telco	20 days	Tue 8/20/24	Mon 9/16/24	\$0.00													
267		New Creative Office Building	250 days	Tue 12/5/23	Mon 11/18/24	\$640,000.00													
268		Floorplans (TBD)	30 days	Tue 12/5/23	Mon 1/15/24	\$0.00													
269		MEP (TBD)	90 days	Tue 1/30/24	Mon 6/3/24	\$0.00													
270		Construction (TBD)	120 days	Tue 6/4/24	Mon 11/18/24	\$0.00													



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

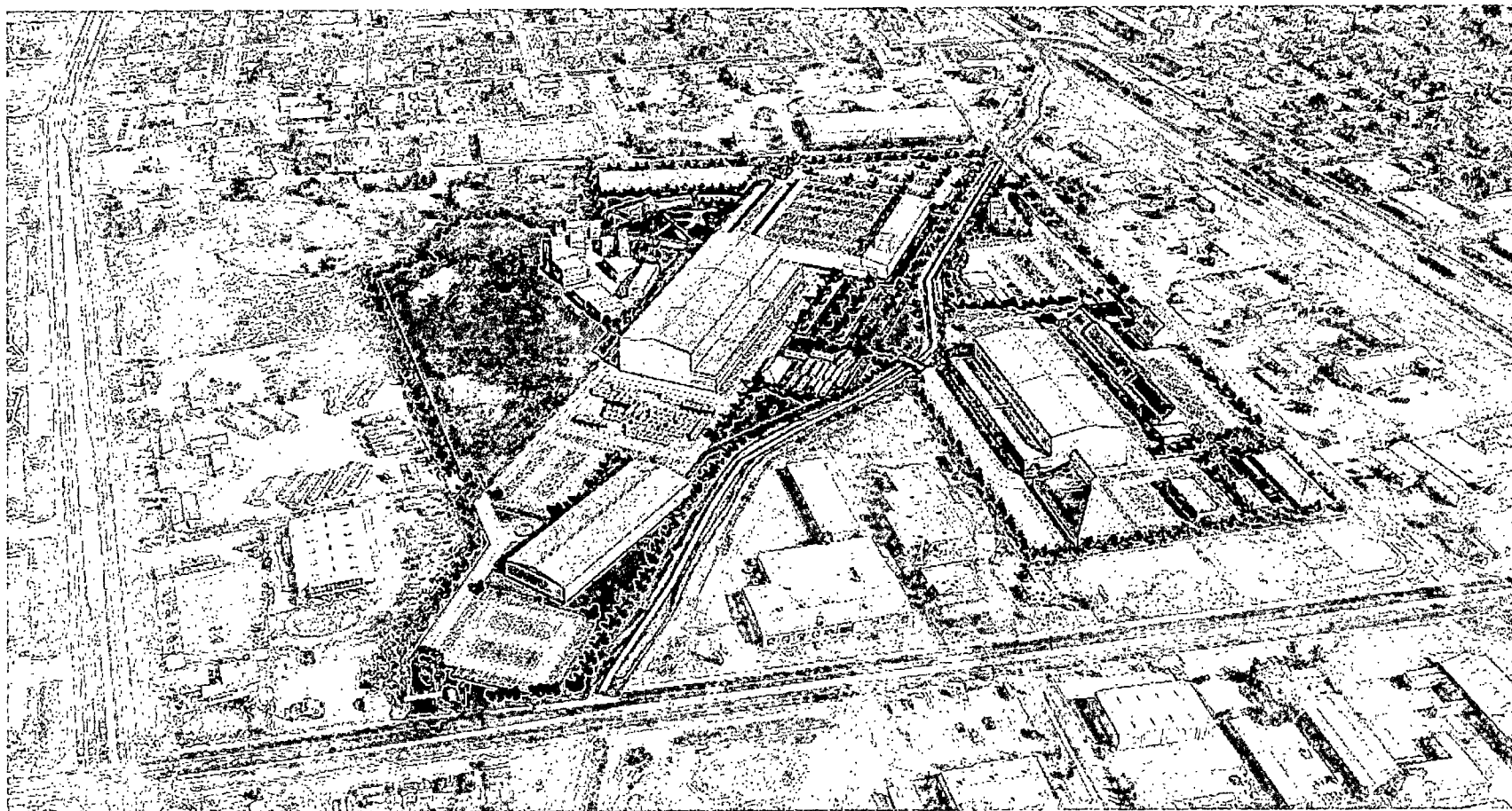
ID	Task Mode	Task Name	Duration	Start	Finish	Cost	May 1 5/1	September 6/26	January 10/10	May 1 12/1	September 12/5	January 1 4/2	May 1 5/28	September 7/23	January 1 9/17	May 1 11/1	September 1 1/7	January 1 3/3	May 1 4/28	September 6/23	January 1 8/18	May 1 10/13	September 1 12/8	January 1 2/2	May 1 3/30
271		IT / Telco	20 days	Tue 10/22/24	Mon 11/18/24	\$0.00																			
272		Guard Shacks	20 days	Tue 9/5/23	Mon 10/2/23	\$65,000.00																			
273		Floorplans	5 days	Tue 9/5/23	Mon 9/11/23	\$0.00																			
274		MEP	10 days	Tue 9/12/23	Mon 9/25/23	\$0.00																			
275		Construction	5 days	Tue 9/26/23	Mon 10/2/23	\$65,000.00																			

Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

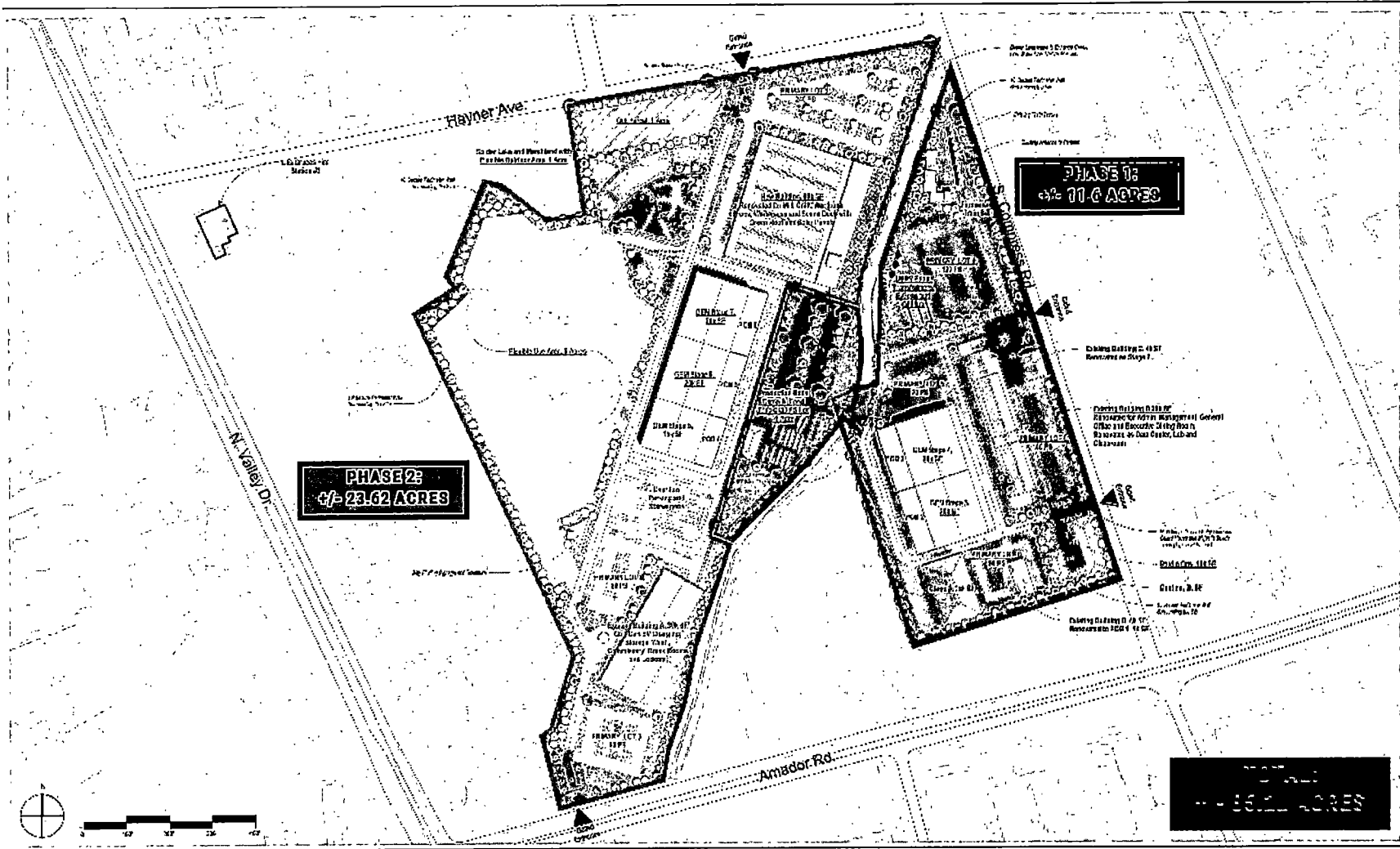
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SEPTMBER 02 2022 2

CONCEPTUAL PERSPECTIVE



PHASING PLAN



Online Land Planning

CIANI ENGINEERING & PLANNING, INC.

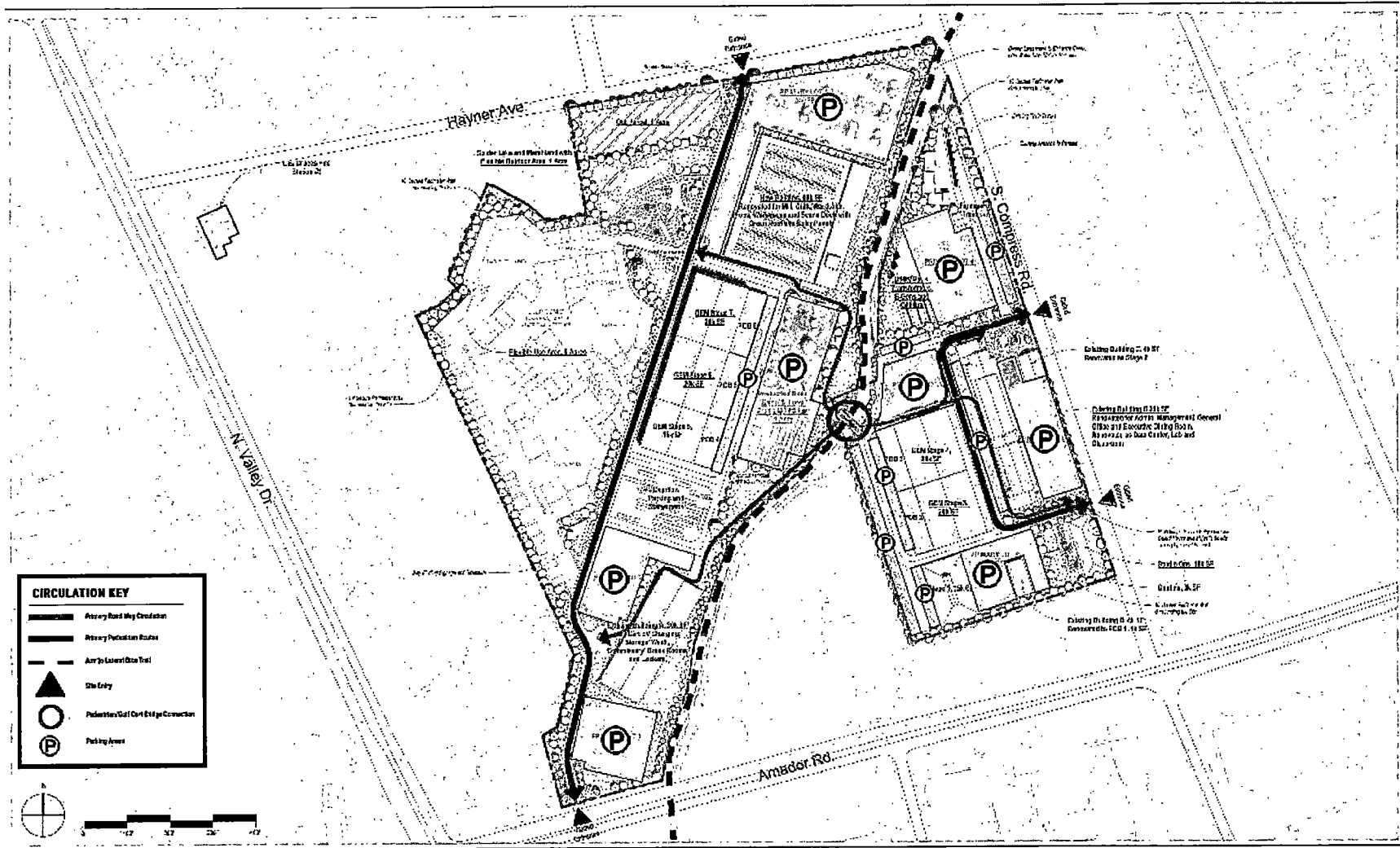
828 STUDIOS | LAS CRUCES, NEW MEXICO

SEPTEMBER 02 2022 4

- 18 Construction Drawings**
Placeholder pending architect agreement & scope.
Confirmation needed from GC re: 70 days ending 1/27/23 (Currently showing 70 days from 9/26/22 at a 5 day work week with two days off for Thanksgiving and two weeks off for Christmas/New Years)
- 19 Demo Permit**
Confirm if demo permit can be obtained prior to completion of DD's.

25 Traffic Circulation Plan

CIRCULATION PLAN



- 26 Permits
Permit cost based on Highland Enterprises summarized estimate and not yet broken out by category.
- 27 Grading Permit
All permits, starting with grading, reflected in a 30 day window after completion of CD's

- 82 Stage 1 COA**
Stage 1 Certificate Of Occupancy placeholder pending confirmation.
- 88 750 KVA Transformer 900 amp, 480V 3P**
Interior power distribution schedule currently reflected in Task #82 and not yet broken out individually.
- 106 Stage 2 COA**
Stage 2 Certificate Of Occupancy placeholder pending confirmation
- 107 Mechanical**
Stage 2 Mechanical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".
- 110 Electrical**
Stage 2 Electrical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".
- 111 250 KVA Transformer**
Interior electrical installation currently reflected in Task #100; not broken out by task numbers.
- 118 Plumbing**
Stage 2 Plumbing assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".
- 120 Fire Sprinkler System**
Stage 2 Fire Sprinkler System installation requirements TBD
- 126 Workshop A Renovation**
WS-A Renovation cost includes subcategories (Task #122-#133)
- 139 Mechanical**
Workshop A Mechanical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"
- 142 Electrical**
Workshop A Electrical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"
- 143 Transformer (TBD)**
Workshop interior electrical installation currently reflected in Task#131 and not broken out by task.
- 149 Plumbing**
Workshop A Plumbing assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"
- 152 Workshop A COA**
Workshop A COA placeholder pending confirmation
- 153 Production Office Buildings**
POB 1 T.I.'s TBD
- 157 NEW CONSTRUCTION**
All new construction tasks TBD pending design.
- 257 POB 2**
POB cost and schedule placeholder pending design
- 262 POB 3**
POB 3 cost and schedule placeholder pending design
- 272 Guard Shacks**
Guard Shack schedule TBD



HIGHLAND ENTERPRISES, INC.

General Contractors • Lic. No. 4460
 Labor Registration No. 0036820050601
 P.O. BOX 2409 Las Cruces, NM 88004
 Phone (575) 524-3551 Fax (575) 526-0835
 Email – hei@highlandnm.com

MARK HETTINGA , PRESIDENT

Budgetary Estimate No. One Date Septembe 8, 2022
 Project 828 Studios Renovations Location 111 S. Compress Rd Las Cruces, NM 88005
 To: 828 Studios

Budgetary Estimate

This is a budgetary estimate and is preliminary in nature. This estimate represents our best estimation of the project based on our interpretation the Customer's ideas, comments and available information. This is not a firm fixed price. A firm fixed price may be offered upon a fully developed set of plans that has been approved by the City of Las Cruces.

Scope of Work

This Scope of Work is limited to Phase 1 which pertains to the following:

- Removal of Trash and debris from 8 acre portion of site
- Removal of large piles of volcanic rock. Rock is to be placed on adjacent lot
- Removal of existing concrete structures
- Construction of Parking Lots and roadways as described
- Renovation of large and tall building to become Stage 1
- Renovation of long building to become Work Shop
- Renovation of metal building to become Stage 2
- Renovation of existing Administration building to become POB 1

Plan Development Requirements

- Architectural and Engineering fees for:

Demolition plans

Site Plan Floor Plans

Elevation Views

Structural Foundation plans

Structural Building Plans

Plumbing plans

HVAC plans

Electrical plans

Fire Protection plans

- Contractor Design/Build Fee
- Topographical Survey
- Geo Technical Study
- Storm Water Pollution Prevention Plan

General Requirements

- Bond (add 2% to estimate total if required)
- Building Permit fees
- Builder's Risk Insurance
- Temporary Facilities
- Temporary Utilities

Demolition / Site Clean Up

- Tree removal
- Removal of Existing stock piles of volcanic rock to Phase 2
- Removal of tires

- Removal of trash and debris
- Removal of RV trailer
- Removal of building contents Stage 1
- Removal of building contents Stage 2
- Removal of building contents Work Shop
- Clean and expose RR Tracks
- Demolition - Existing above grade concrete structures
- Demo Bagging equipment at Work Shop

Site Work

- Materials testing
- Access road to Stage 1 and Work Shop
- Construction of remaining site roadways (Phase 2)
- Asphalt Parking - Lot 4
- Asphalt Parking - Lot 5
- Asphalt Parking Work Shop
- Asphalt Parking - Lot 6
- Asphalt Parking - Stage 1 Lot
- Asphalt Parking - POB Lots 2&3
- Graveled area for Chiller, Satellite Dishes, Generators
- Cantina Slab
- Landscape Phase 1 (12,000 SF)
- Landscape Phase 2 (35,990 SF)
- Phase 1 - Underground Retention Ponds
- Phase 2 - Underground Retention Ponds

Renovation of Sound Stage 1

- Remove and replace 9,000 SF of existing floor
- Remove existing sheeting on roof and walls
- Add sub-framing as required to receive new exterior and interior panel products
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 18' wide by 12' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- Plumbing - gas piping
- HVAC - 150 TNS heating and cooling, ventilation fans, gas
- Electrical - 750 KVA, 900 amp, 480V 3 phase service, distribution transformers and panel boards at 6 places around the building, high bay lighting, emergency lighting, ingress/egress, exterior wall pack lighting, general purpose 120V outlets through out
- Fire Sprinkler system

Renovate Work Shop - 350' x 72' x 12' Metal Building

- Remove existing roof and wall sheeting
- Install PBR 26 ga roof sheets
- Install/replace/repair sub-framing as required
- Install OSB/SIP panels at exterior walls
- Install metal wall panels on interior side of SIP panels
- Insulate roof with vinyl backed fiberglass insulation
- Remove existing wood framing structure (Breeze Way) and replace with metal building framing
- 3ea demising walls in the building
- 10 ea Exterior man doors
- 6 ea 12' x 10' Overhead doors
- 2ea - Construct Loading docks with concrete approach ramps, hand railing, dock levelers

- HVAC - 75 TNS
- Plumbing - Restrooms, gas
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/egress, exterior wall pack lighting, convenient outlets, 220V outlets
- Fire Sprinkler system

Renovate Stage 2 - 3,750 SF

- Remove existing roof and wall sheeting
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 16' wide by 14' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- HVAC - 20 TNS, ventilation fans
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/egress, exterior wall pack lighting, convenient outlets, 220V outlets

Misc. Buildings

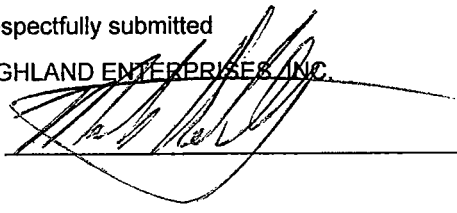
- Studio Ops Building (Generic SF Price \$160.00/SF)
- Renovate POB 1 - make repairs and minor modifications (Generic SF Price \$25.00/SF)
- Stages 3&4 POB 2 & 3 - ???
- 2 ea Pre-manufactured Guard House
- Proposed buildings at north end of RR tracks ???

Estimated Cost - Please Refer to Breakdown Sheet Attached**Exclusions / Assumptions:**

- Assumes existing building foundations and slabs are suitable for intended purposes
- Assumes existing metal building frames, joist, rafters are structurally sufficient for intended use
- Excludes Development and Impact fees
- Excludes Traffic Studies
- Excludes Flood Plain Studies
- Excludes Site Survey (To be provided by Owner)
- Excludes Mobilization / Demobilization charges
- Excludes City induced improvements along Compress Rd. i.e. sidewalks, bike paths, traffic signage etc.
- Excludes underground unforeseen conditions - buried slabs, footings, basements, unknown utilities
- Excludes removal/abatement of any hazardous materials that may be found on site
- Excludes removal of existing utilities
- Excludes existing concrete slabs on site
- Excludes retaining walls near Workshop
- Excludes any utility extensions - Water, sewer, electrical, gas
- Excludes camera, surveillance systems, security systems, telephone systems, fiber optics
- Excludes repair or alteration of existing footings
- Excludes filling vent pipes with concrete

Respectfully submitted

HIGHLAND ENTERPRISES INC.

By 

Phase 1 8 Acres	Qty	unit	Budget	Phase 1	Phase 2
PLAN DEVELOPMENT REQUIREMENTS					
Architectural Fees			\$ 515,000.00	\$ 515,000.00	
Contractor Design/Build Fee	1		\$ 125,000.00	\$ 125,000.00	
Topo Survey	1		\$ 9,100.00	\$ 9,100.00	
Geo Tech Report	1		\$ 8,000.00	\$ 8,000.00	
Storm Water Pollution Prevention Plan	1		\$ 7,000.00	\$ 7,000.00	
GENERAL REQUIREMENTS					
Bond			???	???	
Building Permit	1		\$ 103,500.00	\$ 103,500.00	
Development/ Impact Fees	1		???	???	
Insurance Builder's Risk	1		\$ 20,000.00	\$ 20,000.00	
Temporary Facilities	1		\$ 2,100.00	\$ 2,100.00	
Temporary Utilities	1		\$ 19,041.00	\$ 19,041.00	
DEMOLITION /SITE CLEAN UP					
Tree Removal	22	EA	\$ 52,096.00	\$ 52,096.00	
Removal of volcanic rock to Phase 2	2,490	CY	\$ 166,000.00	\$ 166,000.00	
Tire Removal	1	LS	\$ 1,500.00	\$ 1,500.00	
Misc Trash	1	LS	\$ 18,226.00	\$ 18,226.00	
RV Trailer	1	LS	\$ 2,700.00	\$ 2,700.00	
Stage 1 Clean Out	1	LS	\$ 8,650.00	\$ 8,650.00	
Stage 2 Clean Out	1	LS	\$ 37,100.00	\$ 37,100.00	
Work Shop Clean Out	1	LS	\$ 30,000.00	\$ 30,000.00	
Clean Gravel at RR Tracks	1	LS	\$ 22,601.00	\$ 22,601.00	
Demo above grade concrete Structures	1	LS	\$ 44,830.00	\$ 44,830.00	
Demo Bagging Equipment	1	LS	\$ 6,700.00	\$ 6,700.00	
SITE WORK					
Materials Testing	1		\$ 7,000.00	\$ 7,000.00	
Site Security Systems	1		???	???	
Utility Extension Water	1		???	???	
Utility Extension Sewer	1		???	???	
Utility Extension Gas	1		???	???	
Utility Extension Electric	1		???	???	
Utility Extension Fiber Optic	1		???	???	
Site Rough Grading	???	CY	???	???	???
Access Road ST1 & Work Shop	3,460	SY	\$ 304,790.00	\$ 304,790.00	
Remaining Access Roads	47,144	SY	\$ 203,000.00		\$ 203,000.00
Asphalt paved Parking Lot Parking Lot - Lot 4	3,280	SY	\$ 159,100.00		\$ 159,100.00
Asphalt paved Parking Lot - Lot 5	3,155	SY	\$ 167,015.00	\$ 167,015.00	
Asphalt paved Parking Lot - Work Shop	1,694	SY	\$ 93,144.00	\$ 93,144.00	
Asphalt paved Parking Lot - Lot 6	3,280	SY	\$ 172,715.00	\$ 172,715.00	
Asphalt paved Parking Lot - Stage 1 Lot	1,509	SY	\$ 83,328.00	\$ 83,328.00	\$ -
Asphalt Paved Parking Lot -POB Lots 2&3	2,162	SY	\$ 119,900.00		\$ 119,900.00
Graveled Lot for Chilllers, Satellites, Generators	4,646	SY	\$ 33,250.00		\$ 33,250.00
Cantina Slab	950	SF	\$ 7,200.00		\$ 7,200.00
Landscape	47,990	SF	\$ 249,548.00	\$ 62,387.00	\$ 187,161.00
Area Adjacent to East Side to Stage 3&4	6,746	SF	???		???
Phase 1 Underground Storm Retention	2	EA	\$ 575,000.00	\$ 575,000.00	
Phase 2 Underground Storm Retention	2	EA	\$ 575,000.00		\$ 575,000.00

SOUND STAGE 1 RENOVATION					
Floor - Demo and Replace	9,000	SF	\$ 215,256.00	\$ 215,256.00	
Remove existing wall sheets, Replace with King Span Panels	32,000	SF	\$ 2,303,249.54	\$ 2,303,249.54	
Install SIPS Panels Interior Walls and Roof					
Install Duct Liner					
18' wide Bi-parting door	1	EA			
Hollow Metal Man Doors	3	EA			
Plumbing	15,600	SF	\$ 20,000.00	\$ 20,000.00	
HVAC 150 TNS	15,600	SF	\$ 624,000.00	\$ 624,000.00	
Electrical 750 KVA, 900 amp, 3Ph Service	15,600	SF	\$ 615,100.00	\$ 615,100.00	
Fire Sprinkler System w/ booster pump	15,600	SF	\$ 546,000.00	\$ 546,000.00	

WORK SHOP RENOVATION					
Work Shop Bldg 350' x 72' x 12	25,200	SF	\$ 1,638,000.00	\$ 1,638,000.00	
Loading Dock	2	EA	\$ 208,000.00	\$ 208,000.00	
STAGE 2 RENOVATION					
Stage 2 Bldg 50'x75'x14'	3,750	SF	\$ 420,000.00	\$ 420,000.00	

MISC. BUILDINGS					
Studio Ops Bldg	4,000	SF	\$ 640,000.00		\$ 640,000.00
POB 1 Building Renovate	3,670	SF	\$ 91,750.00	\$ 91,750.00	
Stages 3,4 POB 2,3	62,962	SF	???		???
Guard Shacks	2	EA	\$ 65,000.00	\$ 65,000.00	
Proposed Train Set Buildings	4,901	SF	???		???

Total Budget So Far	Phase 1	Phase 2 So Far
\$ 11,335,489.54	\$ 9,410,878.54	\$ 1,924,611.00

8.1875% NMGR Tax \$ 770,515.68
 \$ 10,181,394.22 Phase 1 w/ tax

828 Productions Financial History Description

828 Productions, LLC is a start up with no prior financial data. The business plan and projections submitted in this application are the financial information that is currently available.



LEDA Application

Job Creation Additional Information

The current LEDA Application for 828 Productions is pertaining only to the work being proposed for 828 Studios NM. Future expansions to 828 Productions will include the following areas:

- Film Financing
- Production Accounting
- Production Services
- Postproduction Services

Additional models are being developed for these business areas and will be included in any future LEDA funding applications.

828 Productions LLC				Number of Jobs Created			Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3	Yr 1	Yr 2	Yr 3
Studio	Director, Studio Operations	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
Studio	Asst to Director of Studio Operations	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
Studio	Manger, Studio Operation	L	\$ 70,000.00	1			\$ 70,000.00	\$ -	\$ -
Studio	Manager, Accounting	L	\$ 125,000.00	1			\$ 125,000.00	\$ -	\$ -
Studio	Coordinator, Studio Facilities	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Studio Electrician	L	\$ 100,000.00	1			\$ 100,000.00	\$ -	\$ -
Studio	Studio Electrician	L	\$ 100,000.00	1			\$ 100,000.00	\$ -	\$ -
Studio	Maintenance Worker	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Maintenance Worker	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Stage Department Manager	L	\$ 100,000.00	1			\$ 100,000.00	\$ -	\$ -
Studio	Stage Manager	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Stage Hand	L	\$ 50,000.00	1			\$ 50,000.00	\$ -	\$ -
Studio	Stage Hand	L	\$ 50,000.00		1		\$ -	\$ 50,000.00	\$ -
Studio	Stage Hand	L	\$ 50,000.00			1	\$ -	\$ -	\$ 50,000.00
Studio	Catering Manager	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	UPM	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Set Designer	L	\$ 65,000.00	1			\$ 65,000.00	\$ -	\$ -
Studio	Property Manager	L	\$ 50,000.00	1			\$ 50,000.00	\$ -	\$ -
Studio	Transporation and Logistics Manger	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Transporatation Asst	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Transporatation Asst	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Grip	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Grip	L	\$ 60,000.00	0	1		\$ -	\$ 60,000.00	\$ -
Studio	Lighting Foreman	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Mill Supervisor	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
Studio	Mill Assistant	L	\$ 30,000.00	1			\$ 30,000.00	\$ -	\$ -
Studio	Painter	L	\$ 30,000.00	1			\$ 30,000.00	\$ -	\$ -
Studio	Construction Grip	L	\$ 45,000.00	1			\$ 45,000.00	\$ -	\$ -
Studio	IT Support	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
Studio	Security Superisor	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
Studio	Security Guard	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
828 Productions	CEO	L	\$ 300,000.00	1			\$ 300,000.00	\$ -	\$ -
828 Productions	Project Coordinator	L	\$ 50,000.00	1			\$ 50,000.00	\$ -	\$ -
828 Productions	Project Manager	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -

828 Productions LLC				Number of Jobs Created			Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3	Yr 1	Yr 2	Yr 3
828 Productions	Project Manager	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	EVP, Sales and Distribution	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
828 Productions	Asst to EVP Sales and Distribution	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	EVP, Physical Production	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
828 Productions	Asst to EVP Physical Production	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	Director, Creative Services? DM	L	\$ 125,000.00	1			\$ 125,000.00	\$ -	\$ -
828 Productions	Office Manager	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	Office Assistant	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
828 Productions	Director of Human Resources	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	EVP of Production Accounting	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
828 Productions	VP of Production Accounting	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00		1		\$ -	\$ 60,000.00	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00		1		\$ -	\$ 60,000.00	\$ -
828 Productions	Production Accountant	L	\$ 60,000.00			1	\$ -	\$ -	\$ 60,000.00
828 Productions	Production Accounting Asst.	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00	1			\$ 40,000.00	\$ -	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
828 Productions	Production Accounting Asst.	L	\$ 40,000.00			1	\$ -	\$ -	\$ 40,000.00
828 Productions	Legal Counsel	L	\$ 300,000.00		1		\$ -	\$ 300,000.00	\$ -
828 Productions	Paralegal	L	\$ 100,000.00		1		\$ -	\$ 100,000.00	\$ -
828 VFX Facility	VFX Producer	L	\$ 200,000.00		1		\$ -	\$ 200,000.00	\$ -
828 VFX Facility	VFX Supervisor	L	\$ 150,000.00		1		\$ -	\$ 150,000.00	\$ -
828 VFX Facility	VFX Controller	L	\$ 150,000.00			1	\$ -	\$ -	\$ 150,000.00
828 VFX Facility	Technical Director	L	\$ 150,000.00		1		\$ -	\$ 150,000.00	\$ -
828 VFX Facility	Lead Animator	L	\$ 100,000.00		1		\$ -	\$ 100,000.00	\$ -
828 VFX Facility	Animator	L	\$ 100,000.00		1		\$ -	\$ 100,000.00	\$ -
828 VFX Facility	Lighting and Rendering Lead	L	\$ 90,000.00		1		\$ -	\$ 90,000.00	\$ -
828 VFX Facility	VFX Assistant	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
828 VFX Facility	VFX Assistant	L	\$ 40,000.00		1		\$ -	\$ 40,000.00	\$ -
828 VFX Facility	Art Dept Assistant	L	\$ 40,000.00	1	0		\$ 40,000.00	\$ -	\$ -
828 VFX Facility	Office Manager	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Post Production	VP Post Production	L	\$ 150,000.00	1			\$ 150,000.00	\$ -	\$ -
828 Post Production	Post Production Supervisor	L	\$ 100,000.00	1			\$ 100,000.00	\$ -	\$ -
828 Post Production	Post Production Supervisor	L	\$ 100,000.00		1		\$ -	\$ 100,000.00	\$ -
828 Post Production	Editor	L	\$ 90,000.00	1			\$ 90,000.00	\$ -	\$ -
828 Post Production	Editor	L	\$ 90,000.00		1		\$ -	\$ 90,000.00	\$ -
828 Post Production	Asst. Editor	L	\$ 75,000.00		1		\$ -	\$ 75,000.00	\$ -
828 Post Production	Asst. Editor	L	\$ 75,000.00			1	\$ -	\$ -	\$ 75,000.00
828 Post Production	Colorist	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Post Production	Colorist	L	\$ 75,000.00		1		\$ -	\$ 75,000.00	\$ -
828 Post Production	Sound Designer	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -
828 Post Production	Sound Designer	L	\$ 75,000.00		1		\$ -	\$ 75,000.00	\$ -
828 Post Production	Music Supervisor	L	\$ 75,000.00	1			\$ 75,000.00	\$ -	\$ -

828 Productions LLC				Number of Jobs Created			Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3	Yr 1	Yr 2	Yr 3
828 Post Production	Tech Support	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Post Production	Tech Support	L	\$ 60,000.00		1		\$ -	\$ 60,000.00	\$ -
828 Post Production	Facilities Manager	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
828 Post Production	Office Manager	L	\$ 60,000.00	1			\$ 60,000.00	\$ -	\$ -
							\$ 4,635,000.00	\$ 2,295,000.00	\$ 575,000.00
							Total Yr 1	Total added yr 2	Total added yr 3

Total Number of Jobs Created 62 28 10 = 100

Total Estimated Payroll At year 3 \$ 7,505,000.00
Average Payscale \$ 75,050.00

* All hiring will be done locally, but may move to outside NM recruitment and new hires asked to move to Las Cruces if needed.
** Projections are based on 3 years per the requirements of the online application, but will be accomplished over a 5-7 year span as directed by NMEDD.

***NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT
AUTHORIZATION FOR EXAMINATION AND RELEASE OF
INFORMATION**

Todd Lundbohm hereby grants permission to the New Mexico Economic Development Department to conduct a review, full disclosure, and release of any and all information authorized pursuant to federal and state law. The purpose for obtaining and examining the information is to construct a record of the company's personal and professional history, including credit history, to ensure it meet the requirements that the New Mexico Economic Development Department has established for potential recipients of State funds. The company understands an investigation will be conducted by the New Mexico Economic Development Department, the New Mexico Department of Public Safety, or their contractors, and the results of the investigation will only be supplied to the New Mexico Economic Development Department.

Todd Lundbohm, hereby grants the New Mexico Economic Development Department permission to obtain any information in its background pertaining to any credit (to include obtaining a copy of a commercial credit report), education, bankruptcy, investigation, arrest and/or conviction of it or its principals in any criminal or civil matter. The company also authorizes an employee of the New Mexico Economic Development Department, as its authorized representative, to obtain from the New Mexico Taxation and Revenue Department and/or the Department of Workforce Solutions any tax information that is in any way related to a company Todd Lundbohm owns or has invested in. Todd Lundbohm, hereby directs you to release such information upon the request of this bearer. Todd Lundbohm, hereby releases you as a custodian of such records for any criminal justice, law enforcement or court agency, including its officers and employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, that may at any time result to the New Mexico Economic Development Department or the State of New Mexico because of compliance with this authorization and request to release information; or any attempt to comply with it.

1. The information reviewed, disclosed, and/or released may be used by the New Mexico Economic Development Department for any lawful purpose and/or to determine the company's suitability to receive funds from the State of New Mexico.
2. Todd Lundbohm hereby releases the providers and users of the information collected pursuant to this authorization from any liability under state or federal privacy laws and further release the New Mexico Economic Development Department, its contractors, agents, and/or employees from any liability which may be incurred as a result of the collection and use of information.

3. Todd Lundbohm, understands that it may revoke this authorization in writing at any time.

FULL NAME: Todd Lundbohm
SIGNATURE: [Signature]
TITLE: CEO
COMPANY: 828 Productions llc

The above named certifies that they are authorized to commit to this release on behalf of the company identified.

Please provide below information if company is a sole proprietorship:

SSN: _____
DOB: _____

DATE: 9/29/2022

*** This Document is only valid if notarized**
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

Scribed and sworn to me on this 29th day of September
2022 of San Diego County, New Mexico
California
Signed [Signature]

My Commission expires: 6-15-2023

Notary Public

GMN1  GMN1
M.W. BOYD
COMM. # 2293232
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires June 15, 2023



LEDA Application

NM Quarterly Wage Report

The current LEDA Application does not include a quarterly wage report due to 828 Productions being a start up company. Wage details will be provided with any future LEDA applications as the organization adds jobs.



Michelle Lujan Grisham • Governor
Alicia J. Keyes • Cabinet Secretary

Exhibit C – LEDA Application

Affirmation of officer of Company

Declaration of 828 Productions LLC Officer

I, Todd Lundbohm, declare as follows:

I am CEO for 828 Productions LLC and I have been employed in this capacity since 6/15/2020. Except where otherwise noted, I have personal knowledge of the facts set forth in this declaration.

Date: 9/24/2022

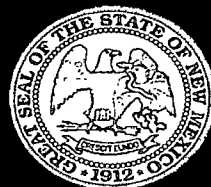
I declare under penalty of perjury that the foregoing is true and correct.

DocuSigned by:
Todd Lundbohm
09ED88C4B4E340D...

Name Todd Lundbohm

Job Title CEO

Name of Company 828 Productions LLC



EDD

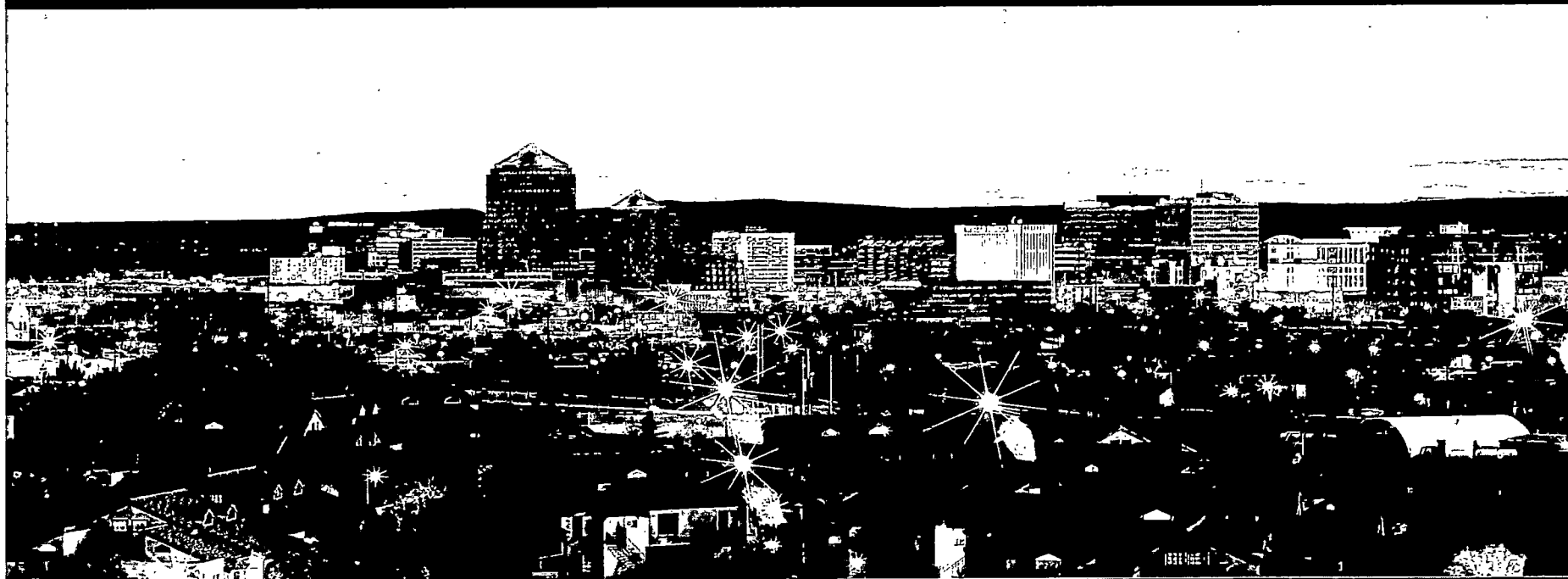
ECONOMIC
DEVELOPMENT
DEPARTMENT

3/30/2022

FISCAL IMPACT ANALYSIS AND ECONOMIC IMPACT OF THE EXPANSION OF 828 PRODUCTIONS

Prepared by:

New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505





Purpose and Limitations:

This report and analysis, provided by the New Mexico Economic Development Department, relies on prospective estimates of business activity. These estimates, which are provided by the company, may not be realized due to unforeseen events that are outside the control of the company and unknown to the New Mexico Economic Development Department.

The New Mexico Economic Development Department made reasonable efforts to ensure that the estimates provided by the company, are realistic estimates of future activity.

The model was created by the New Mexico Economic Development Economists and used assumptions to generate the final report. The report and analysis provided by the New Mexico Economic Development Department is not a guarantee that any of the estimates or results contained in this report will actually be achieved.

Introduction:

This report and analysis presents the results of an economic impact analysis performed using a model developed by the New Mexico Economic Development Department. The report estimates the impact that a potential project may have on the state and local economies and estimates the costs and benefits for the state and local economies over a 10-year period. The report and analysis uses RIMS II Multipliers produced by the U.S. Bureau of Economic Analysis (BEA).

Most projects produce a growth in population and/or a growth in the workforce in a City, County and the State of New Mexico. All growth comes at a cost, the additional economic activity and population growth stimulated by the project will generate additional costs in terms of providing basic infrastructure (roads and utilities) and public services (including public safety and schools). For example, if the applicant hires employees from outside the State, County and City, those workers who end up relocating their residence to within one or all of those areas, the population for which the government must provide services also increases. The costs associated with the expansion are broken down into two categories: 1) New residents to the State, County and City. 2) New Mexican residents hired to work for the company. The analysis assumes that all workers will live in the area of the expansion.

Description of the Company:

0

Description of the Project:

828 Productions is looking to develop multiple stages and postproduction facilities in the Las Cruces area. This will be a combination of productions and permanent full-time positions dedicated to post and pre- production.

Total Impacts

Fiscal Impact of Existing and Expanded Operations Over the Next Ten Years

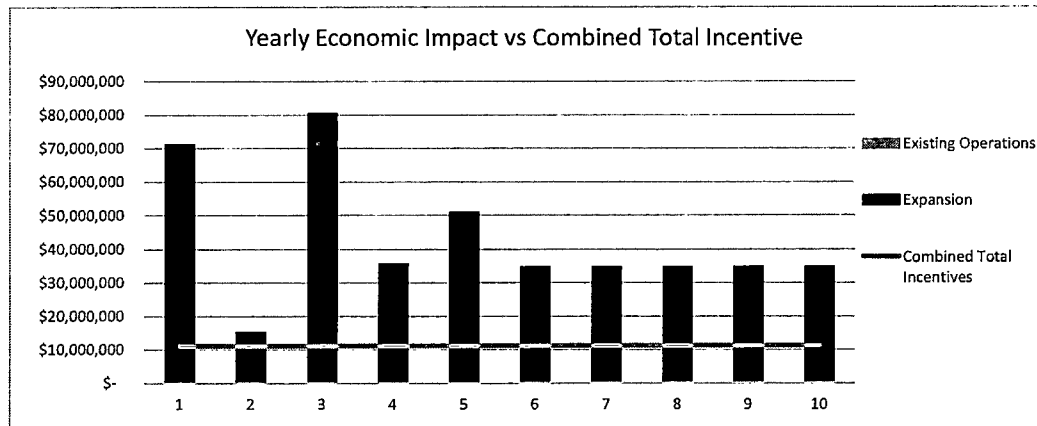
Cumulative Net Benefits					
	Existing Operations	Expansion	Existing & Expanded Operations	Present Value of Net Benefits*	
State of New Mexico	\$ -	\$ 18,050,424	\$ 18,050,424	\$	15,061,099
County	\$ -	\$ 7,642,060	\$ 7,642,060	\$	6,243,473
City	\$ -	\$ 10,567,772	\$ 10,567,772	\$	8,899,565
School District	\$ -	\$ 4,202,609	\$ 4,202,609	\$	3,306,051
Special Taxing District	\$ -	\$ 830,883	\$ 830,883	\$	653,628
Total	\$ -	\$ 41,293,749	\$ 41,293,749	\$	34,163,816

* The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

** In the cumulative net benefits of the existing and expanded operations for the State of New Mexico, corporate income tax has been removed from the existing operations total to avoid double counting.

Total Economic Impact

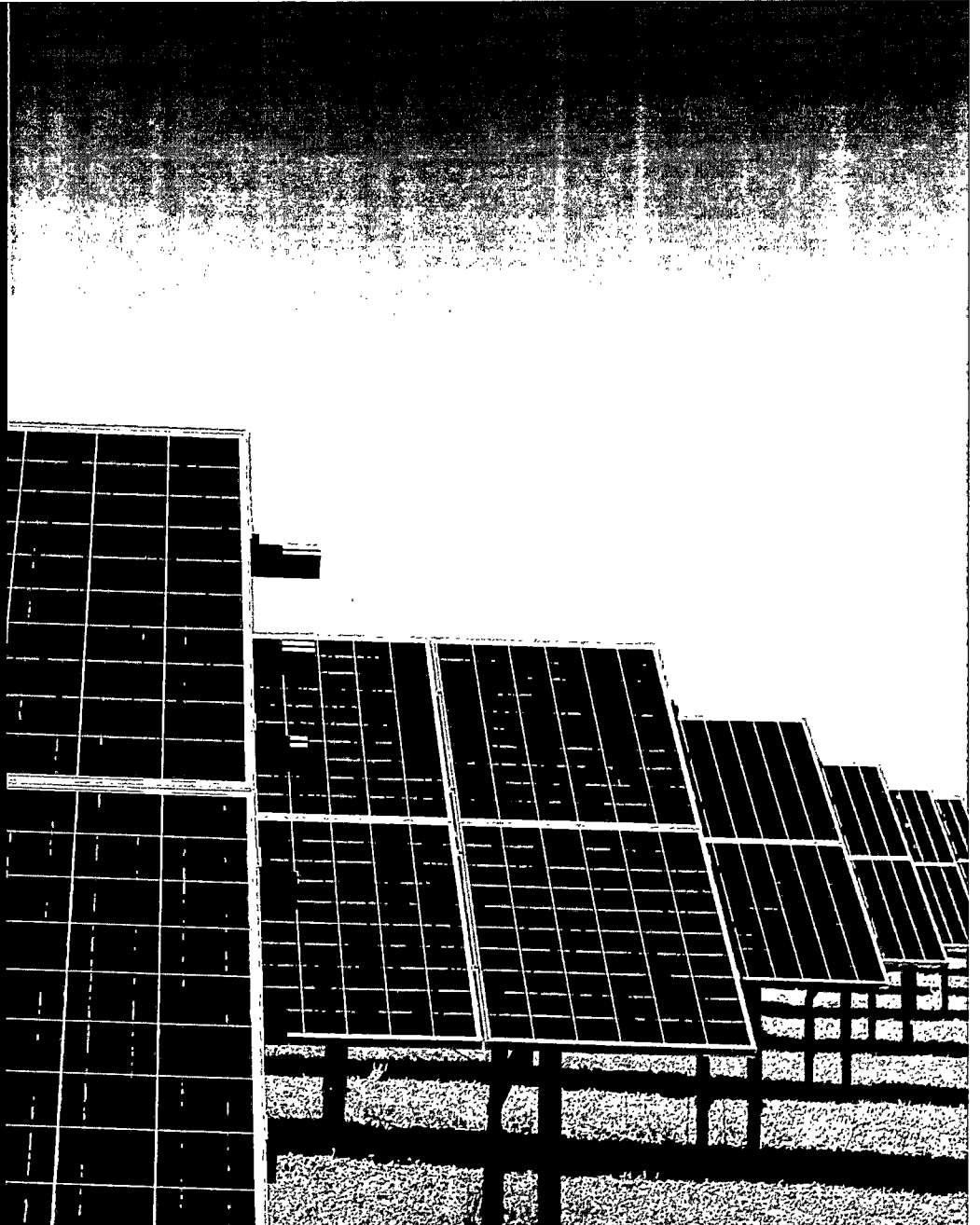
	Total
Estimated Economic Impact Over 10 Years:	\$ 424,743,368
Combined Total Incentive Over 10 Years:	\$ 10,994,818
Economic Impact Rate of Return:	3,763%

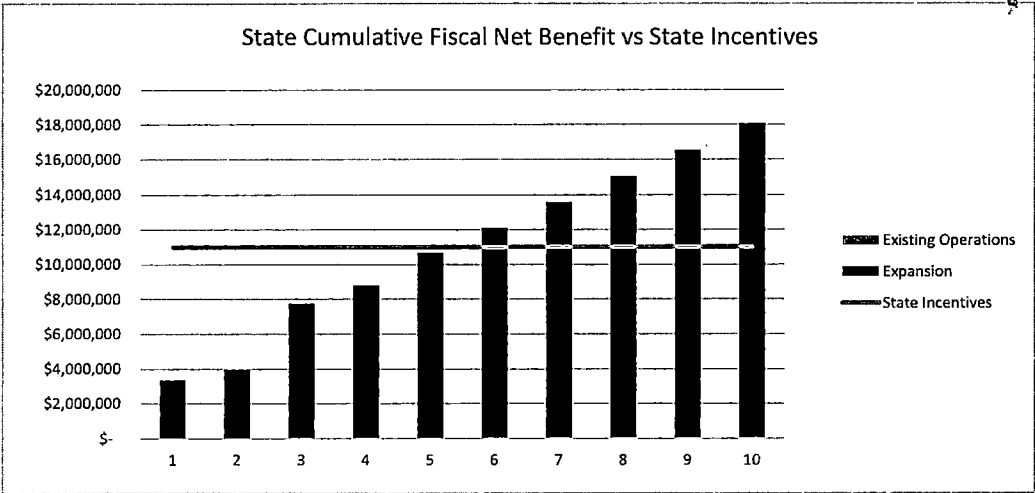


Workers and New Residents over 10 years

	Direct	Indirect and Induced
Number of Jobs Created:	335	177
Estimated Number of Construction Workers:	1002	
Estimated Number of New Residents to the State:	0	
Estimated Number of New Residents to the County:	0	
Estimated Number of New Residents to the City:	0	

State Impacts





Incentives

Total State Incentive:	\$	10,994,818
State Incentive Per Job:	\$	32,820

Combined Payback and Return

State Payback Period Combined:	5.24	Years
State Rate of Return Combined:	37%	

Expansion Only Payback and Return

State Payback Period Expansion:	5.24	Years
State Rate of Return Expansion:	37%	

State Net Benefits Of Current Operations

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	-	\$	-	\$	-	\$
2	\$	-	\$	-	\$	-	\$
3	\$	-	\$	-	\$	-	\$
4	\$	-	\$	-	\$	-	\$
5	\$	-	\$	-	\$	-	\$
6	\$	-	\$	-	\$	-	\$
7	\$	-	\$	-	\$	-	\$
8	\$	-	\$	-	\$	-	\$
9	\$	-	\$	-	\$	-	\$
10	\$	-	\$	-	\$	-	\$

State Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 3,348,162	\$ -	\$ 3,348,162	\$ 3,348,162
2	\$ 608,048	\$ -	\$ 608,048	\$ 3,956,211
3	\$ 3,791,510	\$ -	\$ 3,791,510	\$ 7,747,721
4	\$ 1,041,353	\$ -	\$ 1,041,353	\$ 8,789,073
5	\$ 1,861,537	\$ -	\$ 1,861,537	\$ 10,650,611
6	\$ 1,436,182	\$ -	\$ 1,436,182	\$ 12,086,792
7	\$ 1,457,746	\$ -	\$ 1,457,746	\$ 13,544,538
8	\$ 1,479,634	\$ -	\$ 1,479,634	\$ 15,024,172
9	\$ 1,501,851	\$ -	\$ 1,501,851	\$ 16,526,023
10	\$ 1,524,401	\$ -	\$ 1,524,401	\$ 18,050,424

State Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 3,348,162	\$ -	\$ 3,348,162	\$ 3,348,162
2	\$ 608,048	\$ -	\$ 608,048	\$ 3,956,211
3	\$ 3,791,510	\$ -	\$ 3,791,510	\$ 7,747,721
4	\$ 1,041,353	\$ -	\$ 1,041,353	\$ 8,789,073
5	\$ 1,861,537	\$ -	\$ 1,861,537	\$ 10,650,611
6	\$ 1,436,182	\$ -	\$ 1,436,182	\$ 12,086,792
7	\$ 1,457,746	\$ -	\$ 1,457,746	\$ 13,544,538
8	\$ 1,479,634	\$ -	\$ 1,479,634	\$ 15,024,172
9	\$ 1,501,851	\$ -	\$ 1,501,851	\$ 16,526,023
10	\$ 1,524,401	\$ -	\$ 1,524,401	\$ 18,050,424

State Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue

Gross Receipt Taxes	\$ 8,355,193
Personal Income Taxes	\$ 9,695,231
Corporate Income Taxes	\$ -
Misc. Taxes and Revenue	\$ -
Subtotal of Benefits	\$ 18,050,424

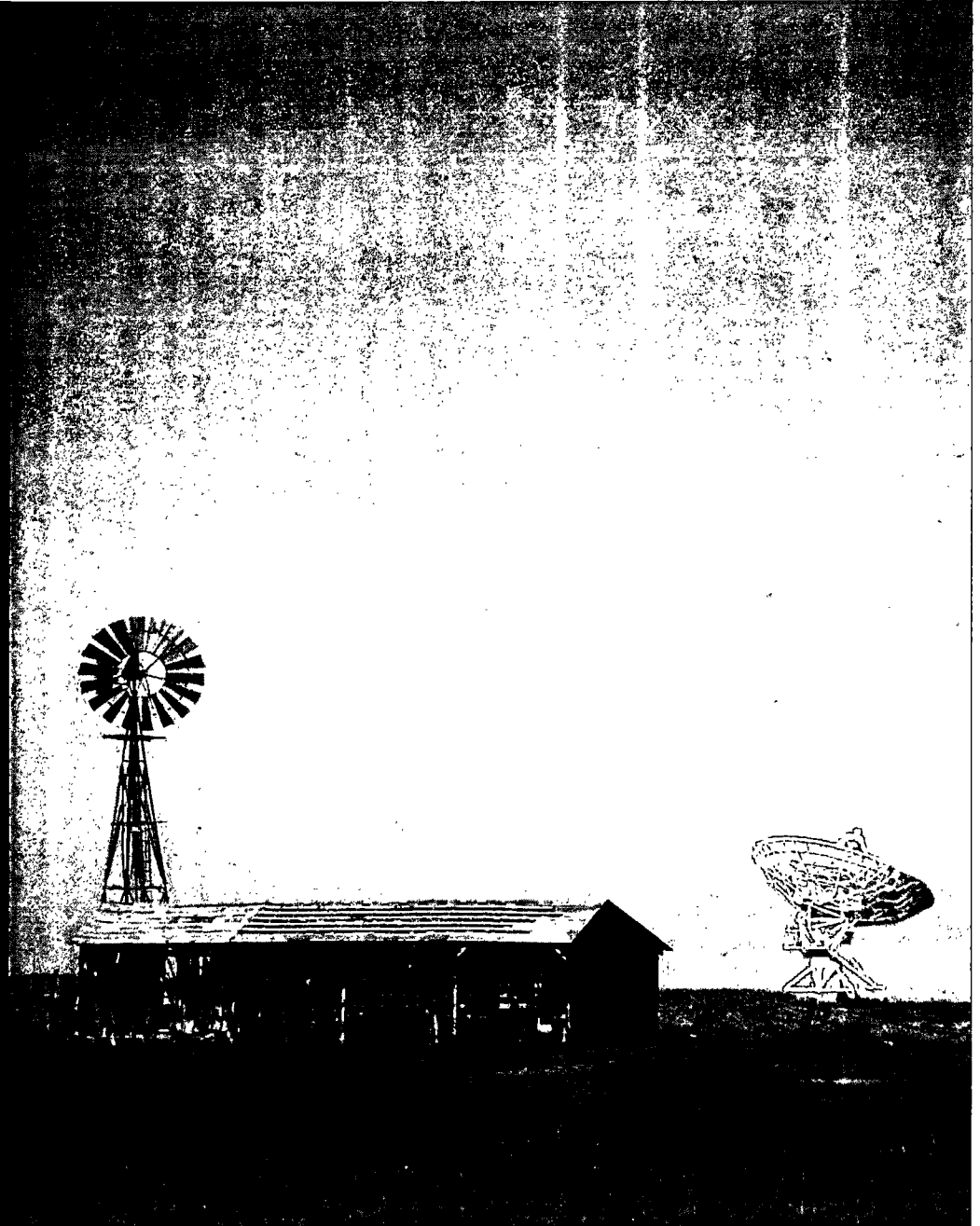
Costs

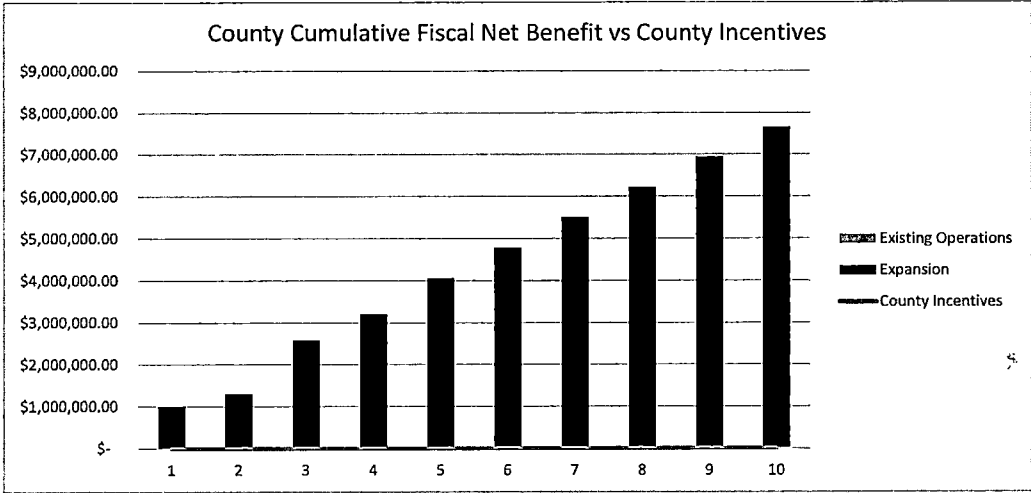
Costs	\$ -
Subtotal of Costs	\$ -

Net Benefits

Net Benefits	\$ 18,050,424
Present Value	\$ 15,061,099

County Impacts





Incentives

Total County Incentive:	\$	-
County Incentive Per Job:	\$	-

Combined Payback and Return

County Payback Period Combined:	-	Years
County Rate of Return Combined:	N/A	

Expansion Only Payback and Return

County Payback Period Expansion:	-	Years
County Rate of Return Expansion:	N/A	

County Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$	\$	-	\$
2	\$	\$	-	\$
3	\$	\$	-	\$
4	\$	\$	-	\$
5	\$	\$	-	\$
6	\$	\$	-	\$
7	\$	\$	-	\$
8	\$	\$	-	\$
9	\$	\$	-	\$
10	\$	\$	-	\$

County Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 1,000,293	\$ -	\$ 1,000,293	\$ 1,000,293
2	\$ 300,654	\$ -	\$ 300,654	\$ 1,300,946
3	\$ 1,280,261	\$ -	\$ 1,280,261	\$ 2,581,207
4	\$ 619,670	\$ -	\$ 619,670	\$ 3,200,877
5	\$ 860,723	\$ -	\$ 860,723	\$ 4,061,600
6	\$ 725,341	\$ -	\$ 725,341	\$ 4,786,941
7	\$ 720,495	\$ -	\$ 720,495	\$ 5,507,436
8	\$ 715,868	\$ -	\$ 715,868	\$ 6,223,304
9	\$ 711,465	\$ -	\$ 711,465	\$ 6,934,769
10	\$ 707,291	\$ -	\$ 707,291	\$ 7,642,060

County Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 1,000,293	\$ -	\$ 1,000,293	\$ 1,000,293
2	\$ 300,654	\$ -	\$ 300,654	\$ 1,300,946
3	\$ 1,280,261	\$ -	\$ 1,280,261	\$ 2,581,207
4	\$ 619,670	\$ -	\$ 619,670	\$ 3,200,877
5	\$ 860,723	\$ -	\$ 860,723	\$ 4,061,600
6	\$ 725,341	\$ -	\$ 725,341	\$ 4,786,941
7	\$ 720,495	\$ -	\$ 720,495	\$ 5,507,436
8	\$ 715,868	\$ -	\$ 715,868	\$ 6,223,304
9	\$ 711,465	\$ -	\$ 711,465	\$ 6,934,769
10	\$ 707,291	\$ -	\$ 707,291	\$ 7,642,060

County Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue

Gross Receipt Taxes	\$ 2,677,947
Misc. Taxes and Revenue	\$ -
Property Taxes	\$ 4,964,113
Subtotal of Benefits	\$ 7,642,060

Costs

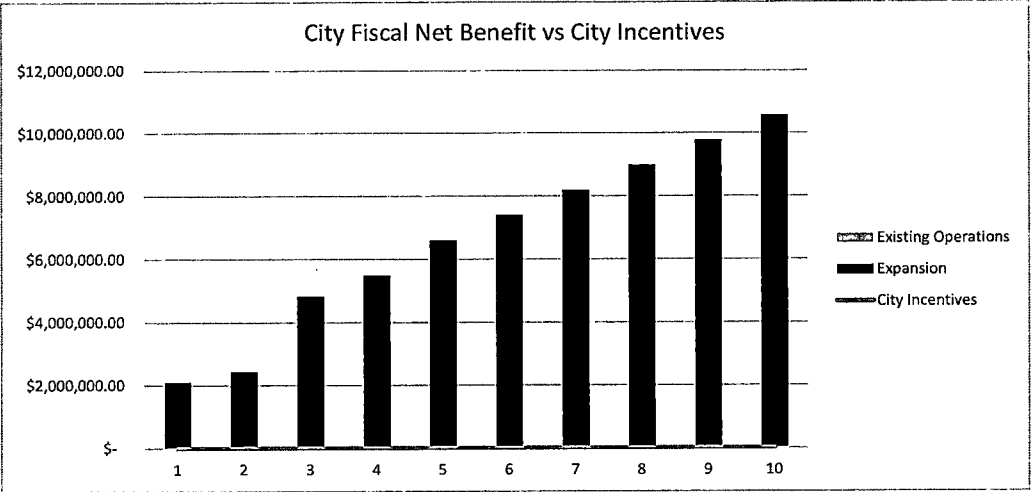
Costs	\$ -
Subtotal of Costs	\$ -

Net Benefits

Net Benefits	\$ 7,642,060
Present Value	\$ 6,243,473

City Impacts





Incentives

Total City Incentive:	\$	-
City Incentive Per Job:	\$	-

Combined Payback and Return

City Payback Period Combined:	-	Years	?
City Rate of Return Combined:	N/A		

Expansion Only Payback and Return

City Payback Period Expansion:	-	Years	
City Rate of Return Expansion:	N/A		

City Net Benefits Of Current Operations

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	-	\$	-	\$	-	\$
2	\$	-	\$	-	\$	-	\$
3	\$	-	\$	-	\$	-	\$
4	\$	-	\$	-	\$	-	\$
5	\$	-	\$	-	\$	-	\$
6	\$	-	\$	-	\$	-	\$
7	\$	-	\$	-	\$	-	\$
8	\$	-	\$	-	\$	-	\$
9	\$	-	\$	-	\$	-	\$
10	\$	-	\$	-	\$	-	\$

City Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 2,101,596	\$ -	\$ 2,101,596	\$ 2,101,596
2	\$ 332,213	\$ -	\$ 332,213	\$ 2,433,809
3	\$ 2,389,140	\$ -	\$ 2,389,140	\$ 4,822,949
4	\$ 647,923	\$ -	\$ 647,923	\$ 5,470,872
5	\$ 1,124,271	\$ -	\$ 1,124,271	\$ 6,595,143
6	\$ 794,255	\$ -	\$ 794,255	\$ 7,389,398
7	\$ 794,166	\$ -	\$ 794,166	\$ 8,183,565
8	\$ 794,300	\$ -	\$ 794,300	\$ 8,977,864
9	\$ 794,659	\$ -	\$ 794,659	\$ 9,772,523
10	\$ 795,249	\$ -	\$ 795,249	\$ 10,567,772

City Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 2,101,596	\$ -	\$ 2,101,596	\$ 2,101,596
2	\$ 332,213	\$ -	\$ 332,213	\$ 2,433,809
3	\$ 2,389,140	\$ -	\$ 2,389,140	\$ 4,822,949
4	\$ 647,923	\$ -	\$ 647,923	\$ 5,470,872
5	\$ 1,124,271	\$ -	\$ 1,124,271	\$ 6,595,143
6	\$ 794,255	\$ -	\$ 794,255	\$ 7,389,398
7	\$ 794,166	\$ -	\$ 794,166	\$ 8,183,565
8	\$ 794,300	\$ -	\$ 794,300	\$ 8,977,864
9	\$ 794,659	\$ -	\$ 794,659	\$ 9,772,523
10	\$ 795,249	\$ -	\$ 795,249	\$ 10,567,772

City Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue

Gross Receipt Taxes	\$ 6,775,205
Misc. Taxes and Revenue	\$ -
Property Taxes	\$ 3,792,568
Subtotal of Benefits	\$ 10,567,772

Costs

Costs	\$ -
Subtotal of Costs	\$ -

Net Benefits

Net Benefits	\$ 10,567,772
Present Value	\$ 8,899,565

Special Taxing District and Public Schools



Special Taxing District

Special Taxing District Net Benefits of Current Operations

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	-	\$	-	\$	-	-
2	\$	-	\$	-	\$	-	-
3	\$	-	\$	-	\$	-	-
4	\$	-	\$	-	\$	-	-
5	\$	-	\$	-	\$	-	-
6	\$	-	\$	-	\$	-	-
7	\$	-	\$	-	\$	-	-
8	\$	-	\$	-	\$	-	-
9	\$	-	\$	-	\$	-	-
10	\$	-	\$	-	\$	-	-

Special District Net Benefits of Expansion

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	40,673	\$	-	\$	40,673	\$ 40,673
2	\$	40,607	\$	-	\$	40,607	\$ 81,280
3	\$	80,554	\$	-	\$	80,554	\$ 161,834
4	\$	87,181	\$	-	\$	87,181	\$ 249,014
5	\$	99,835	\$	-	\$	99,835	\$ 348,849
6	\$	98,650	\$	-	\$	98,650	\$ 447,500
7	\$	97,497	\$	-	\$	97,497	\$ 544,996
8	\$	96,375	\$	-	\$	96,375	\$ 641,371
9	\$	95,285	\$	-	\$	95,285	\$ 736,656
10	\$	94,228	\$	-	\$	94,228	\$ 830,883

Special District Combined Net Benefits

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	40,673	\$	-	\$	40,673	\$ 40,673
2	\$	40,607	\$	-	\$	40,607	\$ 81,280
3	\$	80,554	\$	-	\$	80,554	\$ 161,834
4	\$	87,181	\$	-	\$	87,181	\$ 249,014
5	\$	99,835	\$	-	\$	99,835	\$ 348,849
6	\$	98,650	\$	-	\$	98,650	\$ 447,500
7	\$	97,497	\$	-	\$	97,497	\$ 544,996
8	\$	96,375	\$	-	\$	96,375	\$ 641,371
9	\$	95,285	\$	-	\$	95,285	\$ 736,656
10	\$	94,228	\$	-	\$	94,228	\$ 830,883

Public Schools

Public Schools Net Benefits of Current Operations

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	-	\$	-	\$	-	\$ -
2	\$	-	\$	-	\$	-	\$ -
3	\$	-	\$	-	\$	-	\$ -
4	\$	-	\$	-	\$	-	\$ -
5	\$	-	\$	-	\$	-	\$ -
6	\$	-	\$	-	\$	-	\$ -
7	\$	-	\$	-	\$	-	\$ -
8	\$	-	\$	-	\$	-	\$ -
9	\$	-	\$	-	\$	-	\$ -
10	\$	-	\$	-	\$	-	\$ -

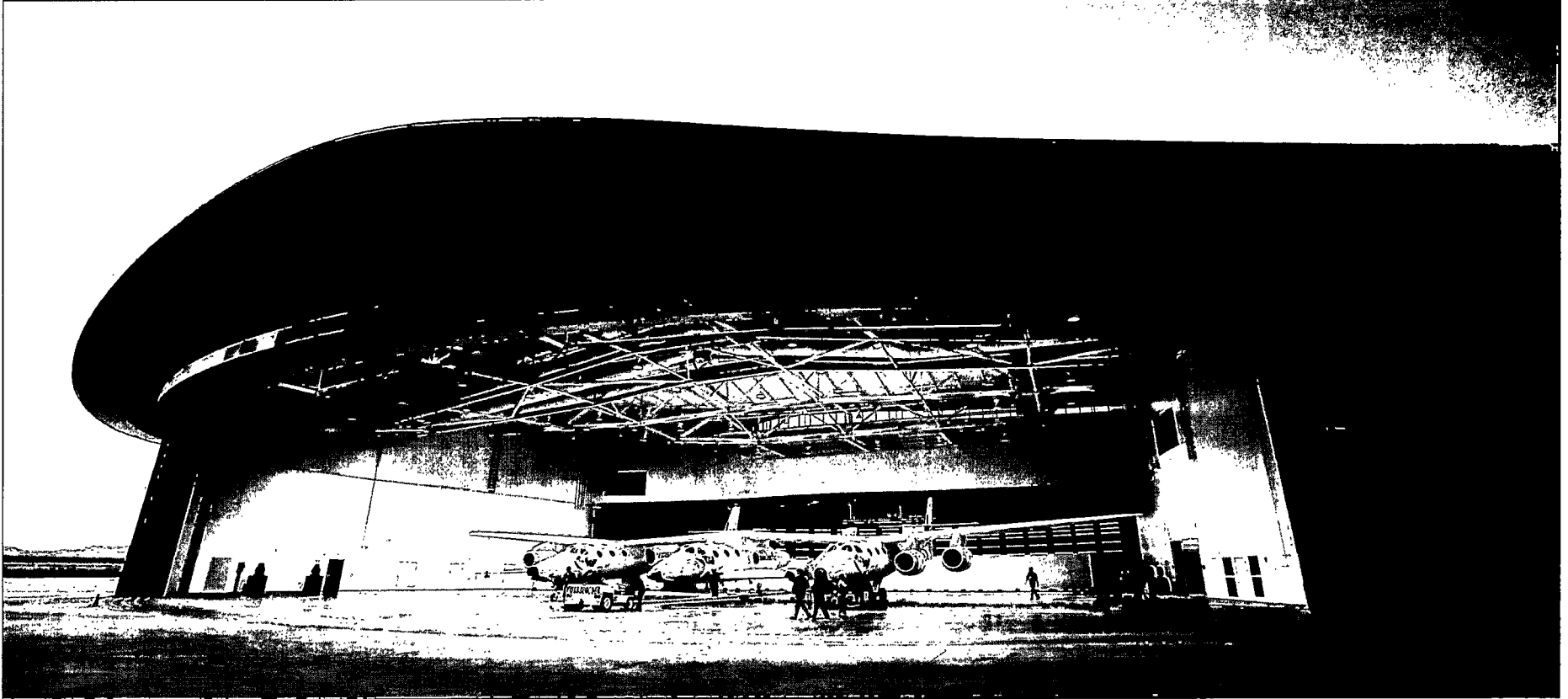
Public Schools Net Benefits of Expansion

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	205,726	\$	-	\$	205,726	\$ 205,726
2	\$	205,389	\$	-	\$	205,389	\$ 411,115
3	\$	407,440	\$	-	\$	407,440	\$ 818,555
4	\$	440,960	\$	-	\$	440,960	\$ 1,259,515
5	\$	504,965	\$	-	\$	504,965	\$ 1,764,480
6	\$	498,973	\$	-	\$	498,973	\$ 2,263,453
7	\$	493,138	\$	-	\$	493,138	\$ 2,756,592
8	\$	487,463	\$	-	\$	487,463	\$ 3,244,054
9	\$	481,950	\$	-	\$	481,950	\$ 3,726,004
10	\$	476,604	\$	-	\$	476,604	\$ 4,202,609

Public Schools Combined Net Benefits

Year	Benefits		Costs		Net Benefits		Cumulative Net Benefits
1	\$	205,726	\$	-	\$	205,726	\$ 205,726
2	\$	205,389	\$	-	\$	205,389	\$ 411,115
3	\$	407,440	\$	-	\$	407,440	\$ 818,555
4	\$	440,960	\$	-	\$	440,960	\$ 1,259,515
5	\$	504,965	\$	-	\$	504,965	\$ 1,764,480
6	\$	498,973	\$	-	\$	498,973	\$ 2,263,453
7	\$	493,138	\$	-	\$	493,138	\$ 2,756,592
8	\$	487,463	\$	-	\$	487,463	\$ 3,244,054
9	\$	481,950	\$	-	\$	481,950	\$ 3,726,004
10	\$	476,604	\$	-	\$	476,604	\$ 4,202,609

Property Tax Exemptions and Industrial Revenue Bonds



Property Tax Exemptions and Industrial Revenue Bonds

The City and/or the County is considering abating taxes on the Project's property. Below is a table that identifies the types of property that are under consideration for property tax abatement:

Land:	No
Building and Property Improvements:	No
Furniture, Fixtures and Equipment:	No

Property Tax Percentage Exemptions On Land and Building

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Property Tax Percentage Exemptions On Furniture, Fixtures and Equipment

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Value of Exemption							
Through 10 Years:	\$	-	\$	-	\$	-	\$
*Value of Payment in Lieu of Taxes							
Through 10 Years:	\$	-	\$	-	\$	-	\$

*The model assumes that the payment in lieu of taxes will be administered to the either the county or city, and the local government will disperse the amounts to the appropriate districts.

Percentage of Gross Receipt Taxes Foregone on Newly Purchased Furniture, Fixtures and Equipment Over 10 Years

Year	State	County	City
1	0%	0%	0%
2	0%	0%	0%
3	0%	0%	0%
4	0%	0%	0%
5	0%	0%	0%
6	0%	0%	0%
7	0%	0%	0%
8	0%	0%	0%
9	0%	0%	0%
10	0%	0%	0%
Value of Exemption			
Through 10 Years:	\$ -	\$ -	\$ -

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

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

RECITALS:

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

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

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

WHEREAS, 828 Productions, LLC (hereinafter "Qualifying Entity") has entered into a Local Economic Development Project Participation Agreement (hereinafter "PPA") with the City. A copy of the City's Ordinance and PPA are attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of that PPA, the Qualifying Entity will remodel/refurbish and occupy the production facility at 300 S. Compress Road in Las Cruces, New Mexico (the "Project") and will employ at least 335 full-time persons by December 31, 2029; and

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

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

SECTION 1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to define the responsibilities of the City and EDD for the oversight and administration of up to \$3,000,000 of the Appropriation for the Project. It is the intent of the parties that the City will receive an amount up to three million dollars (\$3,000,000) to implement the Project. The Parties agree that any and all State funds received will be accounted for by the City as the fiscal agent for EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 2. SCOPE OF WORK:

The City will act as fiscal agent for up to \$3,000,000 of the Appropriations for the Project. Pursuant to Section 5-10-3(D) of LEDA, EDD will transfer up to \$3,000,000 to the City for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it will employ at least 335 full-time employees at the facility by December 31, 2029.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the City agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations set forth under the PPA shall require the City to apply the applicable Clawback as provided for by the PPA. In the event that the Qualifying Entity does not remit to the City the monies owned as provided for by the PPA then such violation will require that the City foreclose on the security interest after any cure period granted to the Qualifying Entity. Any monies

recovered by the City as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 calendar days. Any foreclosure of the security interest shall be returned to EDD. The Qualifying Entity will deliver to the City contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the "Security").

SECTION 3. CITY RESPONSIBILITIES:

The City shall:

- A. Pay the costs and expenses incurred for the Project from the Appropriation;
- B. Provide to EDD supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the City as the result of enforcing the provisions of the PPA shall be returned to EDD;
- C. The City shall notify EDD in writing of any failure to meet requirements (default) of the PPA by the Qualifying Entity within 15 business days of learning of the event of default;
- D. Serve as Fiscal Agent for the funds transferred to it under this Agreement;
- E. Distribute the funds transferred to the City by EDD to the Project; account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement;
- F. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the City Council accepting the Project as qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the City and the Qualifying Entity, a fully executed copy of the Security, and copies of invoices and other documentation as required by EDD within the time required;
- G. Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein; and

- H. Initiate and prosecute litigation as necessary to enforce the terms of the PPA, at EDD's cost, if necessary.

SECTION 4. CITY CERTIFICATIONS:

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

- A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation;
- B. It has the legal authority to receive and expend the Appropriation;
- C. It will enforce the provisions of Ordinance No. 2873 and the City's Economic Development Plan;
- D. It has exercised due diligence in confirming that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;
- E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation City receives from the Qualifying Entity;
- F. It has entered into a PPA with the Qualifying Entity and has obtained from the NM EDD all financial documentation necessary to protect the City's and State's investments in the Project;
- G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;
- H. It will notify EDD of any default on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an opportunity to cure any default by in accordance with the PPA prior to termination thereof;
- I. No member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or

responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

- J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the "anti-donation clause."

SECTION 5. EDD RESPONSIBILITIES:

EDD shall:

- A. Transfer to the City for costs and expenses incurred for the Project an amount not to exceed three million dollars (\$3,000,000). The funds shall be used only for the purpose stated in this Agreement;
- B. Monitor job creation by the Qualifying Entity and report the number of jobs created to the City each quarter up to December 31, 2030.
- C. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and
- D. Reimburse the City for any costs associated with litigation to enforce the terms of the Security and the Clawback provisions.

SECTION 6. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate on January 31, 2031 or when all of the obligations of the PPA have been fulfilled.

SECTION 7. LIABILITY:

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

appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the Party responsible for payment.

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

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

SECTION 9. STRICT ACCOUNTABILITY:

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

SECTION 10. REPORTS:

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

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES:

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

To EDD:

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

To the CITY:

City Manager
The City of Las Cruces
700 S Main Street
P O Box 20000
Las Cruces, NM 88004

SECTION 12. AMENDMENTS:

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

SECTION 13. GOVERNING LAW/VENUE:

This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

SIGNATURE PAGE FOLLOWS

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

THE CITY OF LAS CRUCES, NEW MEXICO

By: _____

Name: _____ Ifo Pili _____

Title: _____ City Manager _____

Date: _____

APPROVED AS TO FORM

By: _____

The City of Las Cruces Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J. Keyes
Cabinet Secretary

Date: _____

APPROVED AS TO FORM

By: _____

Jesika Ulibarri
General Counsel

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on _____, 2023 by and between **CITY OF LAS CRUCES, NEW MEXICO** (the "City"), a political subdivision of the State of New Mexico (the "State"), and **828 Productions, LLC** (the "Company").

Recitals.

- A. Article 9, Section 14 of the New Mexico Constitution provides counties the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.
 - B. Pursuant to City of Las Cruces Ordinance No. 2873 (the "Las Cruces Local Economic Development Plan"), adopted on September 17, 2018, the City established the City of Las Cruces Economic Development Plan (the "Plan") as the City's economic development plan as required by Section 5-10-6, NMSA 1978.
 - C. As provided in the Las Cruces Local Economic Development Plan Ordinance, the City considered an application from the Company, which proposed that the City serve as local government conduit for an appropriation of up to \$3,000,000 from the Legislature of the State of New Mexico (the "**State Contribution**") and also provide up to \$897,596 in Capital Outlay funds (the "**City Contribution**") toward the Company's development of a production facility at 106 S. Miranda Street in the City of Las Cruces, New Mexico (the "Project"). The company will construct and occupy the facility and will employ a minimum of 100 full-time persons by December 31, 2029.
 - D. The City has adopted Ordinance No. 2873 ("Local Economic Development Act") and Resolution No. 19-050 ("Local Economic Development Plan" finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Agreement as meeting the requirements of the Act.
- 1. Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. Substantive Contribution from the Company.

- a. **Facility.** The Company will establish a production facility at 106 S. Miranda Street and other suitable locations within the City of Las Cruces, New Mexico (the "Facility").
- b. **Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will make capital investments in the Project and costs associated therewith (including, for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately \$75,000,000 by December 31, 2031 (the "Project Contribution").
- c. **Production Spend Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will spend \$350 million on productions by December 31, 2032.
- d. **Job Creation.** The Company will directly employ a target of 100 full-time employees at the facility by December 31, 2029 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. Full-time employees do not include agency, sub-contracted, temporary employees or independent contractors.
- e. **Sustainability.** Although the Company intends to have a long-term presence in the City, for purposes of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until December 31, 2032.

3. The State Contribution

- a. The City anticipates that the State Contribution will be delivered by the State to the City for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the City, after which time the City will request transfer of the State Contribution. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law. The City will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the City and the State. The City will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company's satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the City. For purposes of this

Agreement, "**LEDA Eligible Expenditures**" shall mean: expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include: foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and equipment rentals.

- b. The State's contribution is composed of a LEDA award of \$3,000,000 for use by the Company for such purposes as set forth in NMSA 1978, § 5-10-3(E), the application of the Company and the agreements entered into between the parties. The Company shall also instruct the contracted construction companies to use the correct **New Mexico Taxation and Revenue Department Location Code of 07-105 for the City of Las Cruces.**

4. The City Contribution.

- a. The City will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. The City will contribute up to \$897,596 in Capital Outlay funds. The City will comply with the Local Economic Development Act ("LEDA") with respect to the acceptance and disbursement of the State and Local Contributions. As required by the LEDA Ordinance and the Act, City will deposit the State Contribution into a clearly identified separate account.
- b. The State Contribution will be disbursed to the Company through the City for reimbursement of LEDA Eligible Expenditures.

5. Disbursement of City and State Contributions

- a. State and City contributions shall be deposited into separate accounts for this project and disbursed through the City.
- b. **Conditions to Disbursement; Performance Milestones.** The State Contribution will be disbursed in four (4) separate allotments. The City Contribution will be disbursed in six (6) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA Eligible Expenditures prior to the disbursement; (ii) where applicable, the Company meeting minimum employment targets and being in compliance with job reporting requirements; and (iii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

State of New Mexico LEDA Disbursement Schedule		
<u>Tranche</u>	<u>Amount of State Contribution Available for Disbursement/Tranche</u>	<u>Disbursement Performance Milestone</u>
1	\$1,000,000	Obtain a certificate of occupancy, incur LEDA eligible expenses, and current with all reporting
2	\$1,000,000	Hire 30 new employees for a total employment of 30 and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting
3	\$500,000	Maintain a minimum of 35 employees for two quarterly reporting periods and have at least \$100,000,000 in film production spend and current with all reporting
4	\$500,000	Hire 40 additional new employees for a total employment of 70 employees and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting
City of Las Cruces LEDA Disbursement Schedule		
<u>Tranche</u>	<u>Amount of Local Contribution Available for Disbursement/Tranche</u>	<u>Release of Lien Performance Milestone</u>
1	\$304,790	Access road to Stage 1 and Work Shop
2	\$96,144	Surface Parking Workshop
3	\$83,328	Surface Parking – Stage 1 Lot
4	\$119,900	Surface Parking – POB Lots 2&3
5	\$159,100	Surface Parking – Lot 6
6*	\$134,334	Surface Parking – Lot 5
*Will not reimburse for entire cost		

- 6. Disbursement Requests.** From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the City and the New Mexico Economic Development Department ("EDD") a written request for disbursement of the State Contribution (the "Disbursement Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico pursuant to Section 10c below. The Company will not submit a Disbursement Request for less than \$50,000, but may, upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the State Contribution or City Contribution then available to the Company at any time. The City may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.

7. **Review.** EDD will review the Disbursement Request to assure the charges submitted are LEDA Eligible Expenditures. The EDD's review and approval or objection shall not be unreasonably withheld and shall occur within 30 calendar days of receipt of the Disbursement Request. The City will disburse to the Company the full amount requested in the Disbursement Request no later than 30 calendar days after EDD's approval of the Disbursement Request.
8. **No Offset of City costs.** The City may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.
9. **Security.** As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the State Contribution or City Contribution, Company shall furnish the City with a Letter of Credit or some alternative form of security in a form mutually acceptable to the parties (the "Security"). The maximum obligation secured by the Security (the "Maximum Obligation") will be \$3,897,596. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement will be made. No State Contribution will be transferred to the City until Security in the amount of the State Contribution is accepted.
 - a. The City may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable, but only thirty (30) calendar days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
 - b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on January 31, 2033, unless earlier released in accordance with this Agreement.
 - c. If the State or the City reduce the amount of LEDA Funds and/or forgivable lien that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA Funds and/or forgivable lien available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds and/or forgivable lien actually received by the Company.
 - d. A mortgage agreement/municipal lien document shall be recorded in Dona Ana County in the amount of the City Contribution. Partial lien releases shall be recorded upon performance of the set performance milestones.
10. **Clawbacks.** Notwithstanding any other provision of this Agreement, the Company shall be required to pay the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions

set forth herein.

Facility Closure Clawback.

Full closure of the facility will result in a clawback based on the number of years the Q/E has operated under this agreement as per the following table:

2023	100%
2024	100%
2025	100%
2026	100%
2027	90%
2028	80%
2029	70%
2030	60%
2031	50%
2032	40%

- a. For purposes of this Agreement, a failure to produce product for a period of 90 calendar days or more, after initial startup (initial startup will be considered the date of the first production run or within 180 days of receipt of certificate of occupancy, whichever comes first) or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 10a. If the Company ceases operations for any of the causes set forth in this Section 10a, the Company shall submit a plan for resolving such cessation of operations within 30 calendar days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the City within 10 calendar days.
- b. **Performance Clawback.** It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Determination Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below on each of the specified Job Determination Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth in the table below in addition the company is agreeing to generate a minimum of \$350 million in production those clawback penalties are also described below:

Job Creation and Production Spend Commitment and Schedule					
<u>Year</u>	<u>Cumulative Full Time Job Creation Target</u>	<u>Minimum Job Number</u>	<u>Job Determination Period</u>		<u>Clawback %</u>
1	10	9	Ordinance Date	12/31/23	100%
10	10+90 = 100	90	1/1/32	12/31/32	30%
b Additional Notes: Only New Mexico based employees count towards job creation target.					
^ Clawback calculator attached for illustrative purposes.					

Year	Cumulative Spend Target	Minimum Spend	Spend Determination Period		Clawback %
5	\$55,000,000	\$50,000,000	Ordinance Date	12/31/2027	100%
10	\$350,000,000	\$315,000,000	1 /1/32	12/31/2032	50%
Clawback percentage is calculated on the shortfall quotient times the amount of LEDA received by the company time the percentage of clawback, example illustrated below					
Year 10 production spend by the company \$290,000,000 LEDA received \$3,897,000 $\$315,000,000 - \$290,000,000 = \$25,000,000$ $\$25,000,000 / \$315,000,000 = 7.94\%$ $7.94\% \times \$3,897,000 = \$309,285.71$ $\$309,285.71 \times 50\% = \$154,642.86$					

For the purposes of this Section:

The "**Clawback Penalty**" is a penalty that the Company will be required to pay the City upon the Company's failure to meet the Minimum Job Target on the applicable Job Determination Date, if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State Contribution paid to the Company as of that time. For purposes of this subsection, the "**Percentage Hiring Shortfall**" shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date. See Attachment 1 hereto for examples of job Clawback Calculations

"**Cure Period**" is the period of 180 calendar days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated

by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above.

In the event that there are shortfalls on both jobs and spend requirements the respective clawback penalties will be combined to determine the total clawback required.

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

- c. **Job Reporting.** The Company shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions' (DWS) Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD and the City beginning with the January 31, 2023 and continuing every April 30, July 31 and October 31 thereafter until the completion of this agreement. The State will provide copies of all such reports to the City or the State may request a copy of the Company's quarterly employment reports at any time while this Agreement is in effect and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the City and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without up-to-date quarterly job reporting as set forth herein.

- 1. The Company shall complete an annual economic impact data sheet (EIA) provided by the State of New Mexico Economic Development department not later than February 28 of each year beginning in 2024. This will reflect actual economic activity and hiring of the Q/E for the preceding calendar year. Failure to complete EIA data sheet by April 15th of any calendar year Q/E shall be subject to a 10% clawback of all

funds received.

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

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

12. Annual Performance Review. To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by City or EDD staff beginning on June 30, 2023 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

13. Termination. This Agreement shall terminate at the close of business on January 31, 2033 or when otherwise terminated by ordinance.

14. Request for early release of security. If the Company achieves and then sustains the Minimum Job Number of 100 permanent, full-time employees for six (6) consecutive months prior to December 31, 2030 and has made in excess of three hundred and fifty million dollars (\$350,000,000) in production spend the Company may request release of the Security and termination of the agreement. Said request shall be made to the City in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. In no event shall the security be released until the Company has furnished contemporaneous job reporting documentation and completed the corresponding Annual Performance Review. A request for release of the Security may not be submitted prior to December 31, 2030. Upon receipt of such a request the New Mexico Economic

Development Department will work with the Company to gather sufficient documentation of the economic activity directly created by the Company during the period of this agreement and complete an economic impact analysis report. If said report verifies that the State of New Mexico has received direct tax revenues from the activity of the company said request shall be granted.

- 15. Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.
- 16. Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the Governing Body of City of Las Cruces.
- 17. Governing Law/Venue.** This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.
- 18. Miscellaneous.** This Agreement binds and inures to the benefit of the City and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the City and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.
- 19. Notice.**
All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the City:

City of Las Cruces
Attention: Economic Development
P O Box 20000
Las Cruces, New Mexico 88004

If to the Company:

828 Productions, LLC
100 S. Church Street
Las Cruces, NM 88001

Effective Date: _____

Attachment:

1. Example of Clawback Calculations

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

CITY OF LAS CRUCES, NEW MEXICO

By _____

Name Ifo Pili

Title City Manager

828 Productions, LLC

By _____

Name: _____

Title: _____

Attachment 1 Example of Clawback Calculations

Clawback Calculations

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

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

Example - 1 100% End of year 1, inclusive of cure period

Actual Employees	(a)	41
Cumulative Hiring Target	(b)	42
Job Creation % Shortfall =	(c) = $1 - (a/b)$	2.38%

LEDA Dollars Distributed	(d)	\$ 150,000.00
Clawback %	(e)	100%
Penalty	(f) = $c * d * e$	\$ 3,571.43

Example - 2 100% End of year 2, inclusive of cure period

Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = $1 - (a/b)$	1.72%

LEDA Dollars Distributed	(d)	\$ 200,000.00
Clawback %	(e)	100%
Penalty	(f) = $c * d * e$	\$ 3,448.28

Example - 3 75% End of year 3, inclusive of cure period

Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = $1 - (a/b)$	1.72%

LEDA Dollars Distributed	(d)	\$ 200,000.00
Clawback %	(e)	75%
Penalty	(f) = $c * d * e$	\$ 2,586.21



PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

CITY CLERK'S OFFICE
City Of Las Cruces
Po Box 20000
Las Cruces NM 88004-9002

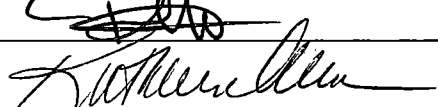
STATE OF WISCONSIN, COUNTY OF BROWN

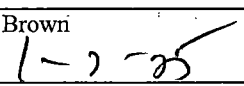
The Las Cruces Sun News, a newspaper published in the city of Las Cruces, Dona Ana County, State of New Mexico, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

04/17/2024

and that the fees charged are legal.
Sworn to and subscribed before on 04/17/2024



Legal Clerk


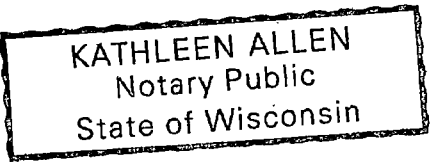
Notary, State of WI, County of Brown


My commission expires

Publication Cost: \$33.80
Order No: 10056767 # of Copies:
Customer No: 1361033 1
PO #: Intent to Adopt

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

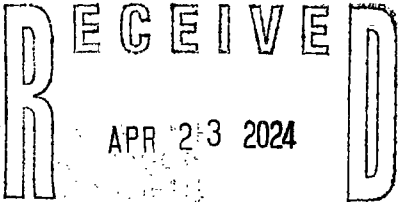


**NOTICE OF INTENT
TO ADOPT**

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of its Intent to Adopt the Following Ordinance(s) at the Regular City Council Meeting Held on May 6, 2024:

Council Bill No. 24-025;
Ordinance No. 3067: An Ordinance Amending Ordinance No. 3054, Updating the Project Participation Agreement Between the City and 828 Productions, LLC., to Add Clarifying Language for the Use of the \$2,800,000 in Local Economic Development Act (LEDA) Funds Dedicated to the Renovations of Multiple Facilities. Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 8th day of April, 2024.

Christine Rivera, CMC
City Clerk
4/17/2024 #10056767



CITY CLERK'S OFFICE

Legal Advertising Affidavit

Belinda Mills, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

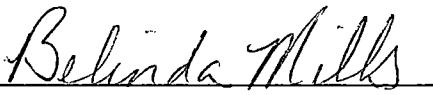
CITY OF LAS CRUCES ATTORNEY

In the matter of:

NOTICE OF INTENT TO ADOPT

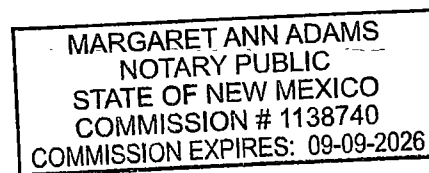
Council Bill No. 24-025; Ordinance No. 3067

In accordance with the laws of the State of New Mexico, the attached was published in its entirety 1 time(s) in the Las Cruces BULLETIN, the first publication date being 04/12/2024.


Belinda Mills

Sworn to and subscribed.
before me this day 04/12/2024,
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO


Notary Public



Advertising Costs: \$44.48

Agenda Item #7.5.

Attachment "C"

NOTICE OF INTENT TO ADOPT

The City Council
of the City of Las
Cruces, New Mexico,
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of its Intent to
Adopt the Following
Ordinance(s) at the
Regular City Council
Meeting Held on
May 6, 2024:
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3067: An Ordinance
Amending Ordinance
No. 3054, Updating
the Project Participa-
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Between the City
and 828 Produc-
tions, LLC., to Add
Clarifying Language
for the Use of the
\$2,800,000 in Local
Economic Develop-
ment Act (LEDA)
Funds Dedicated to
the Renovations of
Multiple Facilities.
Copies Are Available
for Inspection During
Working Hours at
the Office of the City
Clerk. Witness My
Hand and Seal of the
City of Las Cruces
on this the 8th day of
April, 2024.
Christine Rivera,
CMC
City Clerk
Dates: 04/12, 2024



PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

CITY CLERK'S OFFICE
City Of Las Cruces
Po Box 20000
Las Cruces NM 88004-9002

STATE OF WISCONSIN, COUNTY OF BROWN

The Las Cruces Sun News, a newspaper published in the city of Las Cruces, Dona Ana County, State of New Mexico, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

05/12/2024

and that the fees charged are legal.
Sworn to and subscribed before on 05/12/2024

Legal Clerk

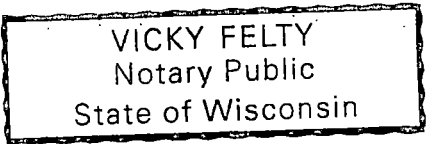
Notary, State of WI, County of Brown

My commission expires

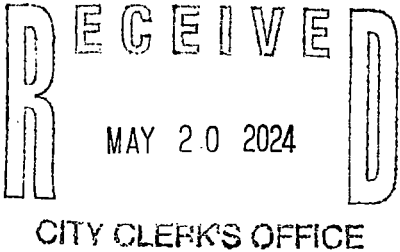
Publication Cost: \$33.12
Order No: 10160118 # of Copies: 0
Customer No: 1361033
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



NOTICE OF ADOPTION
The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Adoption of the Following Ordinance(s) at the Regular City Council Meeting Held on May 6, 2024:
Council Bill No. 24-025; Ordinance No. 3067: An Ordinance Amending Ordinance No. 3054, Updating the Project Participation Agreement Between the City and 828 Productions, LLC., to Add Clarifying Language for the Use of the \$2,800,000 in Local Economic Development Act (LEDA) Funds Dedicated to the Renovations of Multiple Facilities.
Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 7th day of May, 2024.
Christine Rivera, CMC
City Clerk
#10160118, Sun-News, May 12, 2024



Legal Advertising Affidavit

Belinda Mills, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

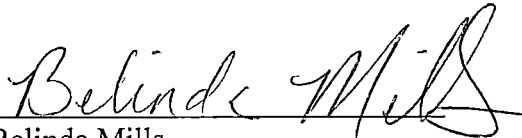
CITY OF LAS CRUCES ATTORNEY

In the matter of:

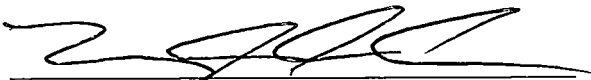
NOTICE OF ADOPTION

Council Bill No. 24-025; Ordinance No. 3067

In accordance with the laws of the State of New Mexico, the attached was published in its entirety 1 time(s) in the Las Cruces BULLETIN, the first publication date being **05/10/2024**.


Belinda Mills

Sworn to and subscribed.
before me this day **05/10/2024**,
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO


Notary Public

MARGARET ANN ADAMS NOTARY PUBLIC STATE OF NEW MEXICO COMMISSION # 1138740 COMMISSION EXPIRES: 09-09-2026
--

Advertising Costs: \$43.82

**NOTICE OF
ADOPTION**

The City Council
of the City of Las
Cruces, New Mex-
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Ordinance(s) at the
Regular City Council
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Multiple Facilities.
Copies Are Available
for Inspection During
Working Hours at
the Office of the City
Clerk. Witness My
Hand and Seal of the
City of Las Cruces
on this the 7th day of
May, 2024.

Christine Rivera,
CMC City Clerk
Dates: 05/10, 2024

Capital Outlay Funds - \$897,596**Las Cruces LEDA Disbursement Schedule**

Tranche	Amount of Local Contribution Available for Disbursement/Tranche	Performance Milestones
1	\$304,790	Access road to Stage 1 and Work Shop
2	\$96,144	Surface Parking Workshop
3	\$83,328	Surface parking - Stage 1 Lot
4	\$119,900	Surface Parking - POB Lots 2&3
5	\$159,100	Surface Parking - Lot 6
6	\$134,334	Surface Parking - Lot 5

Date	Invoice #	Amount
4/2/2024	24115	\$499,756.82
6/10/2024	24237	\$397,829.18
TOTAL		\$897,586.00

Hold Harmless Funds - \$2,800,000**Las Cruces LEDA Disbursement Schedule**

Tranche	Amount of Local Contribution Available for Disbursement/Tranche	Disbursement Performance Milestone
1	\$702,000	Renovations to 106 S. Miranda
2	\$240,000	Renovations to 100 S. Church
3	\$1,856,000	Renovations to 300 S. Compress

Paid Invoices:

Date	Invoice #	Tranche	Amount
7/25/2024	24238	1	\$702,000
7/25/2024	24240	3	\$65,000
11/8/2024	682	3	\$174,985
TOTAL			\$941,985

Invoices Denied Payment:

Date	Invoice #	Tranche	Amount
3/1/2025	7287	3	\$191,923
10/27/2025	2025-LEDA-300COM	3	\$308,000
10/27/2025	2025-LEDA-100CH	2	\$245,464.79
TOTAL			\$745,388

Clawbacks

Total Paid	\$1,839,570.78
EIA 10% Clawback	\$183,957.08
Facility Closure Clawback	\$1,137,570.78
Requested Clawback	\$1,321,527.86



City Council Action and Executive Summary

3108; Council
Bill 26-016

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6	☒ N/A
1st Reading:	February 2, 2026			Adopted:		February 17, 2026	
Drafter:	Christine Rivera			Department:		City Manager's Office	
Title:	AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, DIVISION 3, SUBDIVISION XIV. VETERANS ADVISORY BOARD OF THE LAS CRUCES MUNICIPAL CODE (LCMC) REGARDING MEMBERSHIP.						

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

PURPOSE(S) OF ACTION:
To amend the membership of the Veterans Advisory Board.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The Veteran's Advisory Board was created in 1994 via Resolution No. 94-285. In 2002, it was established as a non-standard board in the Las Cruces Municipal Code via Ordinance No. 1850. The membership of the board has changed over the years to align with specific veteran associations. It has become difficult in recent years to recruit for association specific seats and would be more beneficial for the city and the board to have at-large seats.

SUPPORT INFORMATION:
[Exhibit "A" Veterans Advisory Board - Clean](#)
[Attachment "A" Veterans Advisory Board Redline Version](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
VAB

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

OPTIONS / ALTERNATIVES:

Agenda Item #9.1.

1. Vote "Yes"; this will approve the changes to the membership on the Veterans Advisory Board.
2. Vote "No"; this will not approve the changes and the membership will remain the same.
3. Vote to "Amend"; this will require direction to staff.
4. Vote to "Table"; this will delay changes to the membership.

REFERENCE INFORMATION:

Resolution No. 94-285

Ordinance No. 1850

Ordinance No. 2129

Ordinance No. 2220

Ordinance No. 2512

Ordinance No. 2710

Ordinance No. 2748

Ordinance No. 2784

ORDINANCE 3108; COUNCIL BILL 26-016

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, DIVISION 3, SUBDIVISION XIV. VETERANS ADVISORY BOARD OF THE LAS CRUCES MUNICIPAL CODE (LCMC) REGARDING MEMBERSHIP.

The City Council is informed that:

WHEREAS, the Veteran's Advisory Board has historically had veteran association specific seats; and

WHEREAS, it has become difficult to fill vacancies for veteran association specific seats; and

WHEREAS, the desire is to change the seats to at-large positions.

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

(I)

THAT the Veteran's Advisory Board membership shall be updated as noted in Exhibit "A" and 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

PART II - MUNICIPAL CODE
Chapter 2 - ADMINISTRATION
ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 3. - NONSTANDARD BOARDS
Subdivision XIV. Veterans Advisory Board

Subdivision XIV. Veterans Advisory Board

Sec. 2-570. Established.

The veterans advisory board was established in 1994.

(Ord. No. 2814, § II(Exh. A), 5-15-17)

Sec. 2-571. Duties.

The veterans advisory board shall advise the city council on matters affecting veterans and propose solutions to alleviate or remedy the needs of local veterans and to recognize the contributions local veterans have made. The veterans advisory board may organize annual ceremonies to be conducted at the Veterans Memorial Park.

(Ord. No. 2814, § II(Exh. A), 5-15-17)

Sec. 2-572. Membership.

The veterans advisory board shall be made up of 13 members. All members must be veterans residing in the county. All members appointed shall be at large with no more than one member per organization. In the event of a vacancy, City staff shall meet and confer with the City's board liaison regarding replacement nominations.

White Sands Missile Range and a representative of the state department of veterans' service will be invited to provide an ex-officio nonvoting member on the board. Representatives of each local office of federal senators and congress members, and state legislators will be invited to attend meetings.

(Ord. No. 2814, § II(Exh. A), 5-15-17)

Sec. 2-573. Appointment of members.

The mayor, with the advice and consent of the city council, shall appoint all members from applications submitted to the city.

(Ord. No. 2814, § II(Exh. A), 5-15-17)

Sec. 2-574. Nonstandard board; terms.

This shall be a nonstandard board according to the city board ordinance. The terms of the board members shall be for four years.

The terms of the present board members shall continue until their expiration.

(Ord. No. 2814, § II(Exh. A), 5-15-17)

Sec. 2-575. Meetings.

- (a) Meetings of the veterans advisory board shall be conducted in accordance with Robert's Rules of Order.
- (b) Meetings shall be conducted monthly unless modified by a majority vote of the board.

(Ord. No. 2814, § II(Exh. A), 5-15-17)

Sec. 2-576. Veterans Memorial Park.

All matters of physical changes to Veterans Memorial Park shall be submitted to the veterans advisory board for review and recommendation to the facilities department and public service department prior to submission to the city council for approval.

(Ord. No. 2814, § II(Exh. A), 5-15-17)

PART II - MUNICIPAL CODE
Chapter 2 - ADMINISTRATION
ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES
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~~There shall be one voting member each who represents veterans' organizations. These organizations shall be the American Legion Post 10, Veterans of Foreign Wars Post 3242, Veterans of Foreign Wars Post 6917, Veterans of Foreign Wars Post 10124, Disabled American Veterans Chapter 10, Military Officers Association of America, Mesilla Valley Chapter, Marine Corps League, El Perro Diablo Chapter, Vietnam Veterans of America, Chapter 431, Special Forces Association, Chapter 80, Military Order of the Purple Heart Mesilla Valley #2004 and an established veteran organization as approved by the board members.~~

~~There will be two voting members designated as members at large.~~

White Sands Missile Range and a representative of the state department of veterans' service will be invited to provide an ex-officio nonvoting member on the board. Representatives of each local office of federal senators and congress members, and state legislators will be invited to attend meetings.

(Ord. No. 2814, § II(Exh. A), 5-15-17)

Sec. 2-573. Appointment of members.

~~The mayor, with the advice and consent of the city council, shall appoint ten members from names solicited from the local veterans' organizations. The mayor, with the advice and consent of the city council, shall appoint the two veteran members who are unaffiliated from the veterans' organizations listed in section 2-977~~ **all members** from applications submitted to the city.

(Ord. No. 2814, § II(Exh. A), 5-15-17)

Sec. 2-574. Nonstandard board; terms.

This shall be a nonstandard board according to the city board ordinance. The terms of the board members shall be for four years.

The terms of the present board members shall continue until their expiration. ~~All alternate positions are eliminated on adoption of this subdivision. The terms of the two at large members shall be appointed on a staggered basis, with the first appointee expiring in four years and the second appointee expiring in three years. After the initial appointments, the terms of office will be for four years.~~

(Ord. No. 2814, § II(Exh. A), 5-15-17)

Sec. 2-575. Meetings.

- (a) Meetings of the veterans advisory board shall be conducted in accordance with Robert's Rules of Order.
- (b) Meetings shall be conducted monthly unless modified by a majority vote of the board.

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