

CITY COUNCIL AGENDA

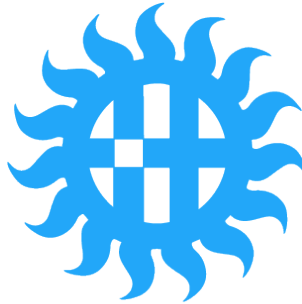
Mayor
Eric Enriquez

Monday, July 21, 2025 at 1:00 PM
Council Chambers

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

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Becki Graham
Becky Corran
Yvonne Flores



CITY OF LAS CRUCES

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CONSENT AGENDA

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

Page

1. OPENING CEREMONIES

- 1.1. Pledge of Allegiance - Councilor Flores.
- 1.2. Presentation of Certificates of Appreciation/Proclamations - Councilor Flores.
- 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. Work Session of June 23, 2025.

[Work Session - Jun 23 2025 - Minutes - Pdf](#)

4 - 21

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

6.1.	<u>RESOLUTION NO. 26-010: A RESOLUTION TO AWARD CONTRACTS FOR PAINT & BODY WORK SERVICES ON AN AS-NEEDED BASIS TO ABC PAINT & BODY LLC AND CLASSIC 4X4 CO., LLC IN AN AMOUNT NOT TO EXCEED \$270,000 PER VENDOR ANNUALLY, FOR A TERM OF FIVE (5) YEARS THROUGH JULY 31, 2030, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-071).</u> Resolution No. 26-010 - Pdf	22 - 99
6.2.	<u>RESOLUTION NO. 26-011: A RESOLUTION APPROVING AN AMENDMENT TO A SERVICE AGREEMENT BETWEEN CITY OF LAS CRUCES AND DOWNTOWN LAS CRUCES PARTNERSHIP TO DECREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO \$125,000 INCLUDING APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-008).</u> Resolution No. 26-011 - Pdf	100 - 125
7.	<u>RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION</u>	
7.1.	<u>RESOLUTION NO. 26-012: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT FOURTH QUARTER BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2024-25 BUDGET.</u> Resolution No. 26-012 - Pdf	126 - 156
7.2.	<u>RESOLUTION NO. 26-013: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025-26 BUDGET.</u> Resolution No. 26-013 - Pdf	157 - 183
7.3.	<u>RESOLUTION NO. 26-014: A RESOLUTION APPROVING THE JUNE 30, 2025, QUARTERLY FINANCIAL REPORT TO SUBMIT TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION.</u> Resolution No. 26-014 - Pdf	184 - 189
7.4.	<u>RESOLUTION NO. 26-015: A RESOLUTION TO APPROVE THE FISCAL YEAR 2025-2026 ANNUAL INTERNAL AUDIT PLAN.</u> Resolution No. 26-015 - Pdf	190 - 209
8.	<u>BOARD APPOINTMENTS</u>	
9.	<u>NOTICE OF PROPOSED ORDINANCE(S)</u>	
	1) There will be no public discussion. 2) A Councilor may ask staff for clarification on the proposed ordinance(s).	
9.1.	<u>COUNCIL BILL NO. 26-001; ORDINANCE NO. 3093: AN ORDINANCE APPROVING VARIOUS ZONE CHANGES TO CORRESPOND TO THE SONOMA RANCH EAST II MASTER PLAN AMENDMENT #5. THE MASTER PLANNED AREA AFFECTED BY THE PROPOSED ZONE CHANGES ENCOMPASSES APPROXIMATELY 122 ACRES AND IS GENERALLY LOCATED NORTH OF SONORA SPRINGS</u>	210 - 330

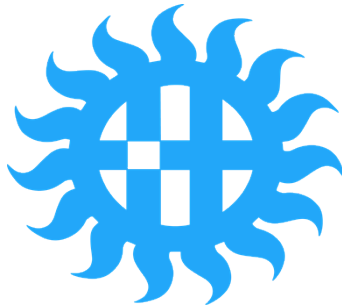
BOULEVARD, SOUTH OF THE SOUTH FORK OF THE ALAMEDA ARROYO, EAST OF PAGOSA HILLS AVENUE/PETALUMA AVENUE, AND WEST OF MESA GRANDE DRIVE. SUBMITTED BY SOUDER, MILLER AND ASSOCIATES ON BEHALF OF SIERRA NORTE DEVELOPMENT, INC. (CASE 24CS0500130).

[Ordinance No. 3093 - Pdf](#)

- 9.2. COUNCIL BILL NO. 26-002; ORDINANCE NO. 3094: AN ORDINANCE 331 - 424
FORMALLY APPROVING A COMMUNITY ENERGY EFFICIENCY
DEVELOPMENT (CEED) BLOCK GRANT FROM THE NEW MEXICO
STATE ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT.

[Ordinance No. 3094 - Pdf](#)

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



MINUTES

Work Session

Monday, June 23, 2025 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, and Councilor William Mattiace

ABSENT: Councilor Becky Corran, Mayor Eric Enriquez, and Councilor Cassie McClure

1. JOBS OF THE WEEK

1.1

Sarah Raney, One Stop Coordinator for the Region Job Center New Mexico presented Jobs of the Week.

2. PETS OF THE WEEK

2.1

Carol Nielson, Digital Content Specialist for Animal Services Center of the Mesilla Valley presented Pets of the Week.

3. AGENDA ITEM

3.1 A REVIEW OF THE STRATEGIES, GOALS, SETTINGS, AND POPULATIONS RECOMMENDED BY THE OPIOID SETTLEMENT ADVISORY COUNCIL IN ORDER TO DEVELOP ALLOWABLE EXPENDITURE RECOMMENDATIONS FOR OPIOID SETTLEMENT FUNDS.

Barbara Bencomo, Chief Administrative Officer gave the overhead presentation.

Councilor Flores said I too was concerned to see that the Police Department and the Fire Department to not see an active participation in schools, Councilor Graham and I serve on the community schools board and community to me I don't know if you have a caveat or something, a prohibition or whatever to not work with the schools but I know that when my boys were in elementary school there was a program that the Police Department put on but I can't remember, it's been like fifty years ago, I can't

Agenda Item #5.1.

remember what it was called, but they would come home with things and then at dinner time they would talk about it or talk to their friends about it and it was about staying away from drugs and alcohol and it became something that the parents would talk about at the PTA meetings and all that. So, is there any way for this group to work with our community, especially our community schools, who really reach out to all corners of our county?

Barbara Bencomo said thank you for the input, and no, there is no prohibition on working with the schools on this sort of thing. One of the things that the advisory council took into consideration is whether there were other funding sources already funding some of those programs in different settings and that was I believe one of the considerations. The other one is, for example, in the community setting, the prevention programs could incorporate not just the students or the youth, children and the youth, but their families as well. So, they are just different settings that allow for different types of programming similarly in the child welfare setting, for example. There are a number of ways to address prevention programs, there's nothing that stipulates that we cannot work with the schools and that's why it's an allowable setting and that's why I included it as a recommendation.

Councilor Flores asked but how is it going to be implemented? Are you going to reach out to the community school system, or to the district office of LCPS?

Barbara Bencomo said once we get guidance on what direction to go in for the funding, yes, there is going to be a lot more work to undertake. I know that when I spoke with the chiefs, they had some ideas of some programs that they were aware of, I know the schools have as well, and so we would need to have some conversations about identifying programs and/or needs and I don't know if the chiefs would like to jump in as well. It was part of our discussion on this specific topic.

Chief Jeremy Story said the program you are referring to with your sons was D.A.R.E., the original D.A.R.E. program, and so several studies kind of invalidated it and then you saw it went away. So, we were very active with D.A.R.E., it's hard to justify it when all the research is saying it doesn't work. Now there's several programs, including a new D.A.R.E. model that has evidence behind it and Operation Prevention from DEA, so we would like to look at or consider getting back into our schools with these newer models that have more evidence behind them to start youth prevention again. I think regardless of the funding source, whether it is through these funds or a different pot of money, starting with the community schools is a good place to start so we can do a pilot or a trial with those schools, but that is something we want to pursue regardless and find a way to make it happen.

Councilor Mattiace I was just going to add for Chief Story there is our lady Leticia Sanchez and she is actually working with Las Cruces Public Schools, I believe there may be a couple of pilot programs on the new D.A.R.E. program and she wanted to expand that, so anything we can do to get ahold of Leticia and then maybe expand that it would be good for all the schools to have that new program.

Mayor Pro Tem Bencomo said I think I would like to remind us that we have no

Agenda Item #5.1.

authority over the schools and what they do with curriculum or not, but I do think it is important that we are in collaboration. In terms of the school, perhaps Barbara if you can put the squares, so there is obviously some zones that we are not covering I am curious if the group has discussed the ways in which the state allocation will be supplementing some of this, the state also has a significant settlement portion, will you share with us a little bit how they are going to be spending that?

Barbara Bencomo said we actually now have information, not only from the state, because they've been allocating funds for a couple of years now, but also the city of Albuquerque and Bernalillo County just finished an almost two year process where they were evaluating what to spend the funds on and they allocated funds as well, so I do have information on both. With respect to the state, they've been allocating funds since 2023, and of course the state is going to receive a lot more than we will receive, the state is slated or expected to receive \$391 million in that neighborhood, the state has set up two funds, the Opioid Settlement Restricted Funds where their receipts come in, and the Opioid Crisis Recovery Fund where they spend funds and they are only allocating or planning to allocate 5% of their receipts so they are effectively setting up a trust for this so they've already done that, and then the funds are expended through legislative appropriation so that's how we've seen it in House Bill 2 for the last three years. Some of their allocations have been for medication assisted treatment, in fact both Albuquerque and the state are allocating the majority of their funds to the treatment realm. Then Albuquerque, very specifically, is allocating 60% for treatment, 40% for prevention and if you look at all the things that the state is doing, they're not far off from that mark as well. The state is doing a lot of capacity building, even facilities, looking to bring in providers, they are trying to expand mental health services, looking at supportive housing, giving allocations for childcare for example, as part of supportive services in addition to some of the programming that we are talking about in terms of prevention program and that sort of thing. In Albuquerque and Bernalillo County, they are funding a prevention program through the school district there and it is called Crossroads Prevention Program. It is primarily a counseling program, so I don't have all of the details about it, but I do know both Albuquerque and Bernalillo County are funding that through their school district as part of their 40% allocation for prevention funds and then the rest as treatment options.

Mayor Pro Tem Bencomo asked just to be clear, the state, through their allocation has been funding prevention measures?

Barbara Bencomo said treatment and prevention, correct. So that's their area of focus and it aligns with the strategies that we've set, but for our community we may do it in different settings than what the state is doing it.

Mayor Pro Tem Bencomo said I think we want to make magic with this money and I think we will, I think the folks in our community will, I also just want us to have a balance in terms of there are families being torn apart because of the opioid crisis right now, people are dying right now and I think it's a very fine balance between treatment now and prevention. Obviously, I'm a social worker, I want to go upstream, and I think we just have to have a very good, clear analysis of what the state is doing

Agenda Item #5.1.

and how they're spending down this money as well so that we're not necessarily replicating effort, not making the money go as far as it needs to. On the settings and populations, most of them are pretty specific, I'm curious can any of you talk more about the community setting? I think that feels a little bit more nebulous, the other ones feel very specific I'm curious Barbara what the community conversation how that went.

Barbara Bencomo said what you see with the three bullets of populations under that community setting, the second two as I mentioned, those are your vulnerable populations. So, the focus is on older people, children and youth for sure and then of course we want to look at people who are justice involved. We want to talk about transitions, we don't want people to fall through the cracks, and we want to make sure that we are improving that continuum of care so we can address underlying causes for folks who might already be in the justice system, so with all of these I will say, there's a lot of allowable strategies, there's a lot of allowable settings. We don't have unlimited funds, so we are trying to focus our efforts where they will be most impactful in this first round of spending, which I mentioned we are thinking about this two-year cycle. That's not to say that we're not going to come back and maybe pivot to a different setting or population, it depends on what is the data showing us once we get this out there, what is the community experiencing, what are our first responders telling us, what are our school professionals telling us? So, we want to be able to respond to that and I think that was some of the input that you gave us previously about wanting to make sure that we had a source of funds as we progress through the years, to address this crisis as it unfolds and perhaps takes a different shape. So, I will say that the focus of the discussion on the strategies, goals, settings and populations is looking at the priorities now. Not to say that there aren't other important things, \$10 million sounds like a lot, we've only received \$3.6 million, it's not that much, we don't necessarily want to recommend putting a little bit of money on a lot of different things that might not have the impact that we'd like to see for our community. So that's a very general answer, but I'll tell you that's a guiding principle in order to make these hard recommendations for what to prioritize.

Mayor Pro Tem Bencomo said no, I really agree with that guiding principle. I don't necessarily have any guidance in terms of the strategies, the goals, settings and populations. I think where I want to sort of give some thoughts is this next step for the funding cycle and how the advisory committee sets up that process for distribution, implementation, evaluation and making sure that this continues to be a guiding principle around I don't know if you'll set some sort of rubric or whatever that does give weight to those kind of programs that will make the most impact right now. I'm ready for that conversation and I hope it comes soon, I think the community, I've had treatment and providers reach out and say hey is this available yet? And so, I think our community knows about it, I think they are ready about it, I think we're going to see some really exciting kinds of proposals, and I'm ready for that conversation and I do hope that it comes soon, early August.

Barbara Bencomo said yes, and I just want to say to clarify and you'll see on this timeline that we've got activities, dates, those who will be involved in doing the work we're going to shift a little bit from we've relied on certainly our advisory council to a large extent to sift through all this information, make the recommendations, our

Agenda Item #5.1.

elected officials to provide guidance, now there are going to be a lot of staff involvement for us to come back to you with the specific break down of activities, funding as I said some of the funding might be internal allocations, some of it might be RFP's. I know that the city and the county would like to coordinate as much as possible on any RFP's that we have so that we could coordinate, for example, preproposal conferences between the city and the county because we will get some of the same questions from the community members perhaps, about some of the RFP's that will be going out there and so we really want them to make this as cohesive as possible so we can minimize any confusion in the community about how the providers can respond to these RFP's so there will be a lot of staff work and you'll see that in developing some of the evaluation frameworks and then the determination for the allocation of funds, and again that's going to come back to you for approval once we have a proposal that has the specificity that you're looking for, but that logically tracks from the recommended strategies, goals, settings and populations that we've laid out that we would like to address.

Mayor Pro Tem Bencomo said and you might not have an answer to this question, but it is something that I will most likely be following up with at the next work session around this around who you think who would make up the committee for selecting proposals ultimately whether that's staff, county, city staff and if the advisory council will continue to be part of the selection process.

Barbara Bencomo said yeah we do have the advisory council, certainly being involved in the ongoing monitoring and evaluation determination about whether we're getting the desired outcomes etcetera but there are a lot of administrative functions that we would like to handle at the staff-level just to make sure we are following our P code, following the state procurement code, etcetera. And we certainly have members of the advisory council who are representing certain factions but they might be aligned with service providers who would want to bid on some of these things so we have to be very careful to make sure that we maintain the integrity of the process in what we'll propose to be for evaluators.

Councilor Flores asked is there a need to work closely with the state or will our local county, city people here be working closely with the state and what exactly were in terms of making sure that the dollars we do have are stretched and they're effective? So it's a question of not having overlapping, like everybody jumping in and everybody's focusing on one thing and everything else is falling by the wayside and the reason I'm concerned about the state, with all due respect to the work of most of our Senators and our representatives the money for like a lawsuit, the big Yazzie/Martinez lawsuit the money still hasn't been implemented for the children and that lawsuit is as old as you know, well not as old as I am, but definitely it's sitting there. I'm just concerned that the state isn't going to move on it. I know that you will and the city will, because you're on that committee, I know that you keep people on their toes Barbara and I appreciate that, the way you really follow through and I appreciate that and so is there going to be any oversight in terms of the state coming through?

Barbara Bencomo said you know the state is allocating funds through a number of

Agenda Item #5.1.

their departments, we know what they are allocating it for generally. For example, they are allocating medication assisted treatment in prisons so that's the setting that they are looking at, they are allocating mental health for infants, for example, initiatives, some facilities for a children's psychiatric hospital in Albuquerque, hepatitis community health outcomes program, so we know the programs that they are going through a number of different entities. I actually would love to have someone at the state that I could speak to that would be the Opioid Settlement Czar or I don't know what to get that understanding of what their plans are so that we don't duplicate efforts, we are to the best of our ability reviewing all the information that we have so that we can leverage our funds and not duplicate efforts. I think we can do that again by understanding what the state is allocating. I would love to have a point person there, we don't right now, we did go up and testify at the health and human services legislative committee last November about the collaborative efforts going on around the state, the Albuquerque, Bernalillo County, the Las Cruces, Dona Ana County, the seven counties collaborative, as well so the state could know what we're doing and where we and we anticipate that we will be going back to talk about our efforts, and I know that, we will all be interested to hear in whatever way, shape or form we can get the information on what the state is doing because that will always play a part in how we make our determinations about funding but again I'm going to go back to what we did at the very beginning of this effort is that community needs assessment we did says what is needed in our community that's what we need to focus on. Sometimes if we say oh, the state is funding medication assisted treatment it may be in a different setting, it may be in a different way, and we may just need more of it. It's not to say they're going to take care of all of it either so it's certainly something that on an ongoing basis we're going to have to evaluate and continue to partner as much as we can and that's why I'm grateful that one of our advisor councilmembers is from the department of health so we have connections, numerous connections and we use all the connections that we can in order to get the information that we need in order to do the best work for our community.

Mayor Pro Tem Bencomo said you mentioned Barbara as an example potential for an internal perhaps use of the funds for Narcan for Police and Fire. You don't have to have this information today, but I'd be grateful if you could get us information for both Fire and Police on what that looks like right now, what does acquiring Narcan for public safety in the city look like right now in terms of budget and how long that lasts.

Barbara Bencomo said absolutely we've already had those discussions, and I know Chief Daniels has provided me some information as well but we will make sure we understand what that landscape looks like as well, we know that at the federal level some of the funds that were previously allocated for Narcan may not be coming as well, so that's another set of information that we need to stay on top of that might cause us to pivot and where we are focusing funds as well, so yes, that is definitely already in the works to get that information.

Mayor Pro Tem Bencomo said but internally, for sure that would be great for council to understand that current context.

Shara Thorpe, Dona Ana County HHS said I just wanted to let everybody know as far

Agenda Item #5.1.

as what the county's doing with the schools, HHS, our department, has been in Las Cruces Public Schools for the last 20 years and we continue to meet with Las Cruces Public Schools for evidence based programing, so we do have several programs already in the schools and I just wanted to speak about our workshop we talked about not including these school based because we didn't want to duplicate any efforts that were currently happening or going to be happening, but I wanted to just mention that even though we excluded it for initial recommendations, it does not mean that we would not include it in another phase, it's just for our initial recommendations we did not include the schools just due to those other programs that we had in the schools. I just wanted to speak to that and let you know that HHS is in the schools and there is some evidence-based programing happening there already. So, thank you very much.

Trent Scribner, Member of the Public said I want to thank everyone for coming out today, I've lived in Las Cruces my whole life, I always say, I work in healthcare right now, more importantly I've had family and friends, a lot of family and friends who've been, you know, addicted to drugs opioids and what not, what have you, so this conversation means a lot. Working in healthcare our priorities are good here, it seems like we want to cast a wide net with screening, with universal screening for everybody, which is good, the important thing with universal screening in the healthcare setting which usually you'll meet these people in the emergency department is making sure that we had follow up available for them so follow up with counseling and I think this is a really good opportunity to kinda get all of the disparate non-profits and city organizations together so we know what resources are accessible to people the hospital maintains a list of what resources we refer people to but having something kind of more central to refer them would be very helpful. I think that education, prevention education in the schools is very good. I wasn't a fan of the old D.A.R.E. model, cause everyone that I know who won the contest did drugs later on. But Chief Story was right, the new D.A.R.E. model I think they call it Keeping It Real, or something is backed by the evidence, which is good because we have the numbers to back that up and I know a lot of people who, if they had had these programs, and more importantly had the follow up again with counseling and with city services and state services because really it's an issue of poverty and you want to coordinate you know uplifting them from, if you want them to stop doing drugs you've got to feed them first. I just wanted to express my support for everything that we are doing here and I'm excited to see the implementation of it cause I'm impatient, thank you.

Tanika Gonzales, Member of the Public said I'm a Board Certified Psychiatric Mental Health Nurse and I'm an alternate on this team, but I've been working in mental health and working with people with Opioid Use Disorder for over 15 years. Great vast lived experience as well. And so, I just wanted to share with you all that one of the things that has been a firm point of discussion amongst the Opiate Council is where are those funds coming from? So, with transitions in CARA and transitions in CYFD, we're really trying to look at where the gaps are and where we can fit in and not duplicate those services and also be mindful of workforce shortages, right? Where we can make the biggest impacts and I think a lot of us are having really great discussions with people in other communities that recently had a really remarkable discussion with the deputy chief from Tucson they are doing a two hour post Narcan follow-ups so I think that things are written broadly enough that we'll have some opportunity to be really innovative and also be really mindful about monitoring and reporting back. I

Agenda Item #5.1.

think that the proof is in the pudding, and that's kind of I think a lot of us where we are focused and the term community is used broadly, I think it is used broadly intentionally, and also when we talk about schools it is that SEL model, everybody loves D.A.R.E., not so much science to support D.A.R.E., however, lifelong healthy changes associated with social, emotional learning, evidence based social, emotional learning, doesn't just impact substance abuse disorder, it impacts outcomes for risk youth behavior, for long-term health choices, so those are all things that impact our community that can broadly be used when we are working together with our community schools and community providers.

Barbara Bencomo said I apologize, I just wanted to follow up with some recent news. I want to clarify that the settlements that we are talking about right now in terms of the \$10 million we are expecting to receive do not include the Purdue Pharma settlement that was just announced last week. That's over \$7 billion that will be distributed to local governments and medical providers and individuals and so that is separately in the works, my understanding is, and Brad you can correct me if I'm wrong, that we're going to be working with the state attorneys general, to opt in to these settlements. I believe we're going to have until the end of September to make that decision and then the bankruptcy judge is expecting to approve a plan in the November timeframe if enough parties sign on by that time and so hopefully in the Fall, we will have more information about an additional funding stream that's resulting from the Purdue Pharma settlement. I just wanted to clarify that.

Mayor Pro Tem Bencomo asked do you know if that has the same timeline? 10 years?

Barbara Bencomo said it's over 15 years is what I'm hearing, so it will be extended as well.

3.2 PUBLIC INPUT NEEDED: METROPOLITAN REDEVELOPMENT AREA PLAN OVERVIEW FOR EL PASEO AND S. SOLANO.

Blairre Flores, Economic Development Coordinator introduced the topic.

Dani Wilson, Sites Southwest gave the overhead presentation.

Allie Caskey, Community Planner with Sites Southwest continued the overhead presentation.

Dani Wilson continued the overhead presentation.

Elizabeth Teeters, Director of Economic Development continued the overhead presentation.

Councilor Graham said before I forget, great document. I really appreciated the document design and just great presentation. I recognize that these are not all questions that may be able to be answered today, and just kind of bookmark them for future discussions. In no particular order, I noticed a couple of points, largely around the South Solano corridor where the reports specifically mentioned that there were some zoning impediments to doing the most effective redevelopment, specifically for

Agenda Item #5.1.

those areas, will Realize help with that? And in a larger context, is Realize poised to empower the MRA writ large, and if not, what are some potential amendments?

Dani Wilson said yeah, that's a great point and I should say we started updating points of the plan after Realize Las Cruces was approved I will say I think we need to go back with a fine tooth comb and still double check on that because the new zoning code does make that process easier for that property owners along South Solano. I think the more accurate description at this point would be that sometimes still with redevelopment there's steps for the permitting process and certain assessments that need to happen along the way that don't discriminate between a large redevelopment project and a small redevelopment project and sometimes that can be an additional time and financial burden on developers, particularly if they're small business owners in the South Solano area. So, I think rather than, that's a really important shift to make that it's not zoning per se, it's more that redevelopment permitting process that might, there might be ways that we can streamline that for these business owners and property owners along South Solano, but the plan should reflect that so we'll make sure to take a look at that text.

Councilor Graham said second, I know in both the report and the presentation you talked about specific public policy recommendations that would help move this along. For instance, I noticed the allusion to a vacant property ordinance which I believe one of my colleagues is going to dig into a little deeper, but beyond that, what are we thinking?

Dani Wilson said no, the vacant property ordinance is a good one to bring up because that again is low hanging fruit that other communities have used as a pretty effective tool where we want to be careful to balance both the carrot and the stick approach that we're using, that one's a little bit more of a stick and in order to balance that we want to make sure we're also providing the support and resources we need and so thinking about how we might have some funding mechanisms that the city can use to help incentivize that rather than penalizing I think property owners who have those vacant properties so we do want to use both here. I think also just thinking more broadly about policies that the city can consider to support some of the recommendations of the plan. Allie mentioned this when she talked about some of the public safety pieces there are policies that we don't traditionally think of as tied to redevelopment but when we think more broadly about the character and impact that this area has when we look at our social services and public services that we're providing when we look at the policies that we have in place around safe and complete streets. These are all things that can be revisited, I know that the city has a safe streets ordinance, but it might be revisited and updated to better reflect the reality of what's on the ground, what developers can do and the degree that the city can hold those developers accountable for creating the conditions for safe movement through the space so those are kind of two areas that I think the city could consider in terms of policy updates and ordinance updates off the bat.

Elizabeth Teeters said sorry, real fast, the only thing I would add to what Dani was saying is taking a look at our infill policy, we haven't updated it in a while so looking at that cause that's going to impact almost all of our MRAs so looking at that and seeing

Agenda Item #5.1.

what could be updated, like Dani was saying, that can better help these vacant buildings or bringing buildings up to code how we can fill in the infill that would another policy I would consider looking at.

Councilor Graham said and then kind of a little more philosophical question, I guess, there's a lot of really compelling information here, about neighborhood identity community building and as I'm reading through recognizing that one of the things that makes this MRA unique is the per capita percentage of renters. Huge compared to Dona Ana County as another and recognizing renters are as great neighbors as homeowners. I was a renter for, now that I've lived here forever, I think I've finally outstripped my homeowner versus renter timeline, but there are challenges to affecting these kinds of changes and you are necessarily going to have a rotating cast of neighborhood members so how do we as the city, as the one who's always going to be there, help too? And I think you've already started to mention some of these things, neighborhood clean ups, block parties, but specifically how do we leverage this in a renter heavy area?

Dani Wilson said I think that one of the best ways to engage both renters and homeowners is to first shift the perspective because I think there is often this bias against renters, that they aren't perhaps as worthy of some of the investments that we are thinking about and the programs we're thinking about because they aren't going to be there long term, but especially in this area considering the proximity to NMSU you often have that large renting student population in addition to folks at other stages of life and they are just as I think impacted by some of these things. It's less of looking at renters as a liability and more of looking at them as where can we find the opportunity here to create long term connection to create that sense of purpose and stewardship, especially among younger populations like students and I think the first lesson that we took away and what we've taken away from the planning processes is by meeting them where they are and so by getting out into the community whether that is through organized community events or in some of these spaces where they might come for services, whether that's the Library, the Boys and Girls Club, the Senior Center, whatever the city can do to meet those residents where they are and show them how they have a place within the community, whether that's by taking on a volunteer role, or being involved in something that's happening in the future in these areas in the park, wherever it might be happening, I think that establishing that sense of you all have a place and a purpose here where you rent or whether you own your home is step one. And then beyond that, the idea is that eventually we are creating the opportunities to begin to shift those who want to move from renting to home ownership to do so. By creating those mixed use missing middle infill housing opportunities maybe we can create the conditions where some of those renters will move into being homeowners in the future and staying in the neighborhood.

Councilor Graham said a perfect transition for my final kind of more of a comment, but I'd love to hear your thoughts on it regardless. I think clearly an area isn't designated as an MRA if it is doing great in all aspects, you know these are areas that need some reinvestment, some love, some attention, but I think I just caution all of us on the dais, in the community, I think we can fall into a narrative of oh, this is a problem area, this is a scary area, and I think that reframing the conversation just like you said, not as a liability, but as an opportunity I think that that is so important and I think a lot of times

Agenda Item #5.1.

you know I've gotten some pushback as I've been really advocating for the MRA throughout my time as a city councilor, people will say well you're just not being realistic, you're just trying to brush the problems aside without recognizing the reality but if we continue to characterize these areas as blight or problems then nothing will change. So much of what you're talking about is momentum and how relatively speaking, how easy one small catalytic spot, Boys and Girls Club moving in, one small change in the stream can make such a big difference, so I hope that we will find great words to say about our El Paseo/South Solano MRA.

Mayor Pro Tem Bencomo said I do want to start with what I love because I loved a lot. I just couldn't be prouder that we are finally here so I'm very excited. I think one of the things that I loved the most was the catalytic project of El Paseo transformation plus the opportunity site, I forgot what you called it, but it's the Paseos Verdes and family resource hub?

Dani Wilson said family services district is what we called it, yeah.

Mayor Pro Tem Bencomo said I loved it! No, I really loved that, and I think that I love it because I think you captured the investments that we're already making, like the commitment that we're already making to this part of the corridor with Paseos Verdes and our housing team with our great partnerships, resources in the community like FYI and Boys and Girls Club and so many other things. And so I just wanted to lift up that I really loved that synergy, if you will, so I'm really excited about all of it, I think I am also, thank you for mentioning Realize I think one of the pieces that I felt exciting while reading this is I guess I do hope that you sort of go through Realize also and pick out the pieces but one of the greatest things that I think people didn't see or didn't want to see in Realize is how much of a focus it had on flexibility in the MRAs and I see staff back there shaking their head because it was so intentional because we have such a focus on these corridors and so I think if your team does go back through it before you come back for adoption you'll see a lot of alignment again because that was so intentional. So, I'm very excited about that. I was also really happy to see that you had a chapter if you will on vacant properties. This is something I've been talking about quite a bit and you talked about being 90 vacant parcels plus 30 unoccupied buildings in the entire of the MRA you know that's huge and I'm sure I just think that there is such we must address this like we have to address this folks and I think like Albuquerque have sort of started paving away on how we do some of that with the balance of what you said the balance of the stick and the carrot it's certainly not punitive and working with good actors people who desire to do something with the property versus folks who abandoned their responsibility. I think that's an uncomfortable conversation, but one that we need to have and so I really appreciated your focus on that and it I one of the policy priorities that I will continue to have is adopting some sort of ordinance on addressing vacant properties and unoccupied properties. One of the other pieces of policy recommendations that a constituent brought to my attention, thank you Don, was around the CPACE program which I actually connected with staff this morning and they said they're coming to present in July, so lots of alignment there. But just to put it on you all's radar, CPACE is Commercial Property Assessed Clean Energy which is an alternative source of financing for improvements to commercial properties. It covers the direct and indirect cost related to reducing energy or water consumption, generating renewable energy

Agenda Item #5.1.

and building resiliency. Eligible properties include any privately owned commercial, agriculture, industrial, multifamily property with five or more dwelling units and that includes non-profit organizations. The state adopted this as a policy, but counties and municipalities have to opt in and so Albuquerque's done it, Santa Fe has done it, and so I'm hoping that that's what the July work session will be on the recommendation that we opt in to this program that I think can be one of those incentives for our non-profit partners but also commercial folks who are already doing a lot in this area. I also wanted to lift up the impact fee reduction and demolition site fund that I thought was really important and would love for us to continue having those conversations about what it would look like here. On public safety, can you help me understand what were some of the core concerns that people had? Was it like property crime, was it yeah, so folks who are unhoused, folks who are struggling with addiction, what was the core of those concerns?

Dani Wilson said yeah, so a lot of it came up as property crimes, especially for business owners, you know, their employees not feeling safe, you know, closing up the business and going into the parking lot on their own at night. Having first of all the infrastructure to feel safer there, then also having a good connection with LCPD so if something happens, they know they have that quick response, that they can reach out to there, I think also what we heard too from residents was just the differentiation between what services needed at a given time, so whether it is mental health services for somebody who is in crisis versus somebody who's actively trying to break into their property or damage it somehow. So, wanting to have a little bit more clarity on what to do as a property owner, as a resident, when you see that kind of a situation, and then I think from residents just across the board there's this sense of we want to be able to more fully utilize our public spaces, but we don't feel safe/comfortable there so that is where we got into some of our recommendations around lighting and shading and just creating that space where people can feel like they can be out and about and not have to worry about their safety.

Mayor Pro Tem Bencomo said I do, I think one of the pieces that I was sort of thinking about as you're presenting on that is that I want to make sure that we are holding this fine balance between safety, not only meaning more police presence. Like safety has a lot more definitions and I think we on the city council and the city have, one we want to acknowledge that people's fears are very valid, those concerns are incredibly valid and real, and I also want us to address them in a way that makes the most sense in terms of what is actually going on. Right? Yeah, sure like property crime, I think the Real Time Crime Center will absolutely help address some of that. I think if its issues around unhoused, issues around folks experiencing addiction, and are on El Paseo/South Solano, like how can we also put in this plan more weight on the kinds of things that will help address those specific issues outside of just policing? I think to me that feels really important and necessary, and it ensures that we're actually working. We're not burdening police department number one with things that they are not necessarily trained to do, but number two, pulling our partners like FYI, like Community of Hope, like other folks who are already doing a lot of the outreach work and our housing department, ultimately if one of the biggest issues is homelessness, we are going to meet that need when we build more housing. So, I just want to lift up that piece around public safety as having a wider scope on that. I was also thinking about the heat map index on El Paseo and how that's a form of violence, right? Like

Agenda Item #5.1.

people experiencing disproportionate amounts of heat whether it's their homes or walking, not feeling safe crossing the street, not having bus shelters, those are also things that to me hit at public and community safety that I wanted to make sure I lifted up. And so I don't know Elizabeth what the safety improvement program will look like, but I want to just make sure that we are sort of creating that program with some of those principles in mind as well. Oh, and then my only other recommendation would be that the MRA committee that is created, we do include someone from the NAT team on there, the Neighborhood Action Team or the Nuisance Abatement Team given the hopefully the priority that we have when addressing vacant and unoccupied properties. I'm just so invested in this and I think our entire council is, and the whole city and making redevelopment and revitalization such a priority. I'm excited for July and I'm excited to send off whatever the state needs for us to start collecting that data.

Councilor Mattiace said I truly appreciate the research that you've done, and I've only been on city council for about 13 months, and I've watched El Paseo and Solano deteriorate over the last 12 years, with your experience and professionalism how does a city prevent, I mean you brought up the public safety issues, which is very important, you brought up private partnerships again, which is important, and there's very wealthy private enterprises like the gas and oil company that could help us with investments and you brought up other items like neighborhood associations and strengthening them. How do you prevent, what would be the best opportunity for the city to work on that we don't see another El Paseo, we don't see another Solano? What all do we need to be doing, not only on the public safety issues, because if you don't have a safe city, you have a problem. Could you indicate what other things we could be doing so we don't have a Telshor or another area going into blight, into unsafe feelings?

Dani Wilson said yeah, I have some ideas and then I may also hand it over to staff if there's some ideas as well. I do think that, so it is good to recognize the context in which we're presenting this plan, this is one tool that the city can use that offers flexibility for infusing resources and funding in an area that is already demonstrated that kind of deterioration that you're talking about. And when we think about how that came to be over many decades, and how that might happen in another area, I think that there's a lot of influences at play and some of that the city has control over and some of that the city does not. I think a large part of it is just recognizing when it comes to development decisions, developers are going to go where they have the potential for the greatest profit and the fewest barriers and so in the case of city cores, especially historic city cores, there's often constraints there you know because of the way the road network was laid out, because of the way the parcels are, that make it a little bit harder to develop in an already built out area versus going to say the fringes of a community or to the county and so that's one reason why you sort of see a shift often in the spreading out of our cities is because it is just easier to develop on the fringes, it's cheaper and you have to go through less hoops. That's why also in the MRA plan we do talk about how to reduce those barriers, cities well on its way with the new zoning code, but as we mentioned there are some things in terms of permitting processes, in terms of looking at the infill development ordinance that the city could do to further reduce those barriers so that we are making it easier for that development to happen and to continue to expand in areas where it might be a little

Agenda Item #5.1.

bit more physically constrained. So, I think that's one thing the city can do, it's not just in the MRA area, any part of the city that is older, any part of the city that has some of those additional constraints, that's step one. I think also too, it's just there's a lot of forces that are a little bit beyond the city's control when we look at just overall patterns of growth and development policies that have happened at the state and federal level that just make it easier for people to just hop on highways and drive into the city rather than making their home there and building it up. So, some of that is just out of the hands of the city, I would say, has come from decades of city planning that doesn't necessarily incentivize regrowing and redeveloping in our cores. I guess that's kind of a bigger answer that doesn't give you a ton of tools to work with, but maybe one starting point with reducing those barriers.

George Pearson, Member of the Public I'm vice president of Velo Cruces said good afternoon, the plan lays out six plan goals so I'm just going to touch on each of those in my comments about this. First is economic revitalization and housing, it's not just housing costs, but transportation costs that effects cost of living, for example, the cost of owning a car is about ten thousand dollars a year, if you can remove a car, and replace it with a bicycle or other modes of transportation active transportation modes, and I think there needs to be more emphasis on the other active transportation modes maybe laid out at the goals in the beginning including bicycles and transit. The MRA area is easily three miles across, which is a very easy access by bicycle and improved transit would be wonderful, imagine having 15-minute headways where you have bus access that is very easy. Infrastructure improvement is the next one, improved bicycle facilities need more consideration, identifying protected bike lane between the University and downtown is something that we really need to look at. On public safety and health, safe, secure bike parking is something that we need to look into, this will result in more bicycling trips, and that will result in health benefits that are enjoyed by people that use active transportation. A longer life span is identified as a benefit of more active transportation. On the social equity side, roughly a third of residents do not have a driver's license for whatever reason, either they're too young to drive, too old to drive, or other things have happened, so they have to rely on somebody else for transportation, so better active transportation solutions helps with social equity. Environmental sustainability well that's active transportation is just the obvious answer to that. And on the historic preservation, I think something that was talked about in the body but not really in the goals, is fostering neighborhood identities and so I want to say, it is a great document all in all and I especially liked the way it is broken up into the smaller areas that identifying what can be done there, so thank you for allowing me to speak.

Ashley Echavarria, Member of the Public said I'm the CEO for the Boys and Girls Club in Las Cruces I was equally excited to see that little area renamed as the Family Services District, it's exciting. I think it's an exciting step in the direction that we're headed. We're really excited to be moving to the area and to be, quite frankly, I think a little bit further along in the process than most the entire MRA of course we're still working on getting things funded. We're really hopeful that we'll be able to break ground this year that's truly the goal. I just wanted to come in I was watching online and I thought I just want to come in and let you guys know that we appreciate the partnership with the city and we're so open to any other ways that we can partner together to make sure that we're getting this redevelopment done as quickly as

Agenda Item #5.1.

possible and in a way that benefits the entire community, I think about the public's safety concern and I hear a lot of that, oh my goodness you are moving the Boys and Girls Club to that area? But I like to look at it on the positive side, I see us as being kind of the headliner if you will to going in there yeah and so you know I want to say Chief Story if there's any possibility, I was thinking about community policing, we're building the facility in such a way so we will have extra office space, what if we had a police officer office out of the Boys and Girls Club from time to time there's presence in the area but you know any other way we can collaborate, we've designed the building in such a way that the gymnasium is accessible from the back end so if we can partner with Parks and Rec for the league sports or anything else that's really what we want to be, we want to be a place that is community minded and as you know, the longer the buildings sit empty, the more concern we have so you know the more support that we can get from the city, we'd be grateful for just to get this project going as soon as people start seeing activity out there, hopefully some of the issues stop. We have had squatters in the building, we've had a fire in the building we've had quite a few things going on there and we just want to get the project going until we're at a certain dollar amount, so I wanted to say thank you guys for what you all have done for us so far, we're definitely looking forward to working together in the future and anything we can do to move the MRA plan along, we're here, you're behind us, I think most of you know this has been my goal for the last 12 years, so we're really hopeful we can make this happen soon.

Trent Scribner, Member of the Public said the MRA is a big area. I know it seems maybe like a small area because it's a small town, but it's huge and it's kind of different needs and different stuff going on in each part. Along El Paseo there, so when I talk, I'm mostly talking about the Foster/Montana area because that's where my family stays, I spent a couple of years living there, I've lived everywhere, I'm a renter. I think that we have really good priorities in the area, lighting is a concern, public safety is a serious concern, stuff like lighting, again evidence backed especially around Foster going towards the business complex like Crunch, Albertsons, and all that because it's a place that people walk along, I used to run like from my place over there to the Crunch and running there I always felt good because I was all hyped up, but on the way back, I was weak and it's dark and I'm like aah man they're going to get me and a street light would have helped out a little bit. Vacant lots too, that's again evidence backed. In fact they did a study in Flint, Michigan they started taking vacant lots and putting like greenery on them, just making them look pretty, pretty much, I'm not all about broken windows theory, but making these vacant lots look pretty and kind of involving the people at every step of the way it reduced violent crime in the area by about 40% that was a 2018 study in Flint, Michigan and so it is effective and it's cheap. It's cheap, effective and humane, which is what we want. I was curious and I'd kinda like to know the percentage of responses back we got was from the survey that you guys sent out to the community. Regardless I think it's representative of what people want over there from what I've heard from them. What else, I was really happy that you worked with the schools that you worked with Las Cruces, because those kids are like it's the only place you see people walking because from Las Cruces High they go and they hang out along El Paseo and they are keeping it alive down there, God Bless 'em. Yeah, cleaning up the vacant lots is good, holding these people accountable for the untended properties. I think that we've relied a lot on private investment to bring life into communities and you can't rely on private investment

Agenda Item #5.1.

really. The 2008 recession hit hard in that area because private investors were like oh you guys are broke, let's get out of here, 2020 Covid hit hard in that area because when things are hard, private investment goes and so if you want resilient communities focus on public investment is a principal that I would have moving forward and I think that you guys are embodying that very well. I wrote down a bunch of stuff, otherwise I'm real happy about the Boys and Girls Club, I was down there at the graffiti event that they did and that was beautiful a lot of people from the community showed up like real people who don't usually go out like the teenagers and stuff who think that stuff is lame, and so I think that we're doing really good things down there, turn the Payless into something cool, don't turn it into a Real Estate office, thank you.

Mayor Pro Tem Bencomo said I do want to point out it isn't just Las Cruces High School, it is also Las Montanas High School which I really love.

Axel Hale, Member of the Public said I would like to say that I agree with Councilor Graham about us framing this as an opportunity area rather than a problem area. I think we have such a rich culture stemming from the downtown market area and the Mesquite Historic District not too far, and I think expanding then to El Paseo is very possible and I think we are starting to see it with local businesses like Deputy Dawgz moving in there, that being the only el cometa we have in town over there off El Paseo to see that culture grow into something similar to what we see downtown where you regularly have people gathering, where you have people gathering in the Historic District near Clyde Park, I think there's a lot of possibility there and I really do like what they're doing with it with public investment and bringing in those services that are so heavily needed in that area. I've also lived in Las Cruces my whole life, I used to shop at that Payless, so I would like to see that turned into something meaningful. I think the vacant properties, focusing on that, I'm also on board with that because by reducing those, and bringing in things there whether it's public sustainability, agriculture stuff, more focus on those programs I think having more there, creating that presence where it feels less empty and vacant will help bring that new sense of life into this area of the town. I used to work on El Paseo, I worked at that Arby's for a number of months so I know how it gets down there, and what Mr. Scribner was saying about the students from Las Cruces High School, they very much are keeping it alive of course Las Montanas worked with a local film not too long ago and seeing what they're creating over there is also very meaningful. So, to see all of this incorporated into something the entire public can come together in meaningful ways to address is very promising and those public safety concerns as you were saying the heat mapping is so important over there because you don't have any of that shade right now. There is, don't quote me, but there is one bus stop on El Paseo and I feel like it's very much viewed as a travel through area than a stop in area. Ok I'm going from this part of town to University, so to turn that area into something more meaningful where the public can commune is something that is super important.

Don Kurtz, Member of the Public said I live on Missouri and Las Cruces, and first I want to congratulate the consultants on this plan, I think it is really good and the input that came from stakeholders and the council and staff was good too and I feel like you were very flexible and trying to incorporate those things, anyway I think that it's a great plan. I'd like to just make a couple comments on sections of it, it seems like I've

Agenda Item #5.1.

always been especially interested in the El Paseo corridor, it seems like we're kind of putting together the holy trinity of a successful area there where you have the housing which brings commercial activity to support the housing which in turn attracts more housing and holding it all together in my view is the transit which we have an opportunity there I think to piggyback on the value of that corridor just to connect University and that whole work student area with downtown and that whole work area. One thing on housing that I think I want to follow up on comments by Councilor Graham and the young man earlier, I think we want to be careful not to unconsciously or consciously designate this as a low-income area because the opportunities for housing along there are tremendous, for student housing, for senior housing, for young professional housing and the major employment centers there are right along that corridor, Las Cruces Public Schools, the High School, the University and the other end Electronic Caregivers and so I think the opportunity there for housing is much larger than, but I've got to say at the same time that the whole idea of the Paseos Verdes and the family services district is great so we are talking mixed income housing of all kinds. Secondly, on the transit this is something that's come up repeatedly over the years when we think about transit I'd like us to have Roadrunner be thinking about this from the very beginning, direct service from the University, Convention Center area to Downtown and back and frequent enough that people can count on it to get to work, to go to class, and you don't to go directly on this, have to loop way out to the east or way out to the west which is kind of what we have to do now. So that kind of short line service every 15 or 20 minutes for students it's great, for coming to the entertainment districts downtown I think we could get DWI funds to help support that kind of transit. And finally, I appreciate you saying I think we all know this is a heavy lift but hey, you know what? You guys have done it before. When I think about what Downtown was a dozen years ago, and what it is now, that was the city initiative that was bold and broad, and you went after it. I hope you'll do it here and I think it can be done, so I appreciate it, I really congratulate all of you on your work.

Allison Wallace, Member of the Public said I'm a resident of district 4 and I work in the MRA area at one of the faith communities, I won't say which because I'm not supposed to officially represent, but I do actually see two gentlemen from our community in this photo here, which is nice. Something that we have faced on South Solano and just off of the corner of South Solano and Missouri, or I guess it's the Boutz side, but we did face some of that property crime that was mentioned when the public safety discussion was taking place as we have several times seen hateful vandalism to our church, people have come and spray painted some very awful very racist things on the walls and it's become a concern I really understand the public safety concern in this area, especially because it's become a concern among many members of our community and something that I've always found to be maybe lacking a little bit, community spaces that are more accessible during the summer, I know we can come and gather everybody from wherever, have a birthday party in a park, but when it's like I'm pretty sure the last two weeks solid every single day it's been over 100, it's really hard to go spend time at a park with your family so that is when we are looking into revitalizing our city and beautifying our city I think that is something that really does need to be taken into consideration that we do live in a ridiculously hot area of the country and I'm glad to see that the city is putting a lot of work in to beautify our city and to improve conditions here with initiatives like this and Realize

Agenda Item #5.1.

we see a lot of great opportunity and I just wanted to make sure that the council is always keeping the ridiculous heat that I know it's impossible to ignore in mind when looking at these projects.

4. ADJOURNMENT

4.1

Councilor Yvonne Flores moved, seconded by Councilor Becki Graham, to adjourned 3:29 p.m.

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

Mayor

City Clerk



26-010

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:	July 21, 2025
Drafter:	Lisa Padron	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION TO AWARD CONTRACTS FOR PAINT & BODY WORK SERVICES ON AN AS-NEEDED BASIS TO ABC PAINT & BODY LLC AND CLASSIC 4X4 CO., LLC IN AN AMOUNT NOT TO EXCEED \$270,000 PER VENDOR ANNUALLY, FOR A TERM OF FIVE (5) YEARS THROUGH JULY 31, 2030, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-071).		

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

PURPOSE(S) OF ACTION:
To award contracts for paint and body work services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) Fleet Services Program is responsible for maintaining City vehicles and equipment. Fleet utilizes contractors to complete paint and body works services to maintain the City vehicles.

On April 11, 2025, the City's Purchasing Program issued Request for Proposal No. 24-25-071 for Paint & Body Work Services and received two (2) proposals. A committee evaluated the proposals on May 2, 2025. The committee recommended award of contracts to ABC Paint & Body LLC and Classic 4x4 Co., LLC.

The City's Fleet Services Program requests approval to enter into service agreements with the two (2) selected vendors, to provide paint & body work services on an as-needed basis for a period of five (5) years, in an amount not to exceed \$270,000 annually per vendor, subject to approved budget appropriations.

SUPPORT INFORMATION:
[Exhibit "A" 24-25-071 PaintAndBodyWorkServices ServiceAgreement ABC PaintAndBody LegalApproved](#)
[Exhibit "B" 24-25-071 PaintAndBodyWorkServices ServiceAgreement Classic4x4 LegalApproved](#)

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

BUDGET / FISCAL IMPACT:
BUDGETED AMOUNT: \$270,000 AVAILABLE AMOUNT: EXPENDITURE AMOUNT:

\$1,000,499

\$270,000

Funding Source(s):

60640004-721090

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and award multiple contracts for paint & body work services, on an as-needed basis for a period of five (5) years, in an amount not to exceed \$270,000 annually per vendor, subject to approved budget appropriations.
2. Vote "No"; this will deny the Resolution to award multiple contracts for paint & body work services, which could negatively impact continued City operations.
3. Vote to "Amend"; this could modify the Resolution and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay procurement of paint & body work services, which could negatively impact City operations.

RESOLUTION 26-010

A RESOLUTION TO AWARD CONTRACTS FOR PAINT & BODY WORK SERVICES ON AN AS-NEEDED BASIS TO ABC PAINT & BODY LLC AND CLASSIC 4X4 CO., LLC IN AN AMOUNT NOT TO EXCEED \$270,000 PER VENDOR ANNUALLY, FOR A TERM OF FIVE (5) YEARS THROUGH JULY 31, 2030, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-071).

The City Council is informed that:

WHEREAS, the City's Fleet Services Program is responsible for maintaining City vehicles and equipment. Fleet utilizes contractors to complete paint and body works services to maintain the City vehicles; and

WHEREAS, on April 11, 2025, the City's Purchasing Program issued Request for Proposal No. 24-25-071 for Paint & Body Work Services and received two (2) proposals. A committee evaluated the proposals on May 2, 2025. The committee recommended award of contracts to ABC Paint & Body LLC and Classic 4x4 Co., LLC; and

WHEREAS, the City's Fleet Services Program requests approval to enter into service agreements with the two (2) selected vendors, to provide paint & body work services on an as-needed basis for a period of five (5) years, in an amount not to exceed \$270,000 annually per vendor, subject to approved budget appropriations.

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

(I)

THAT the Resolution awarding contracts for paint and body work services on an as-needed basis to ABC Paint & Body Work LLC and Classic 4x4 Co., LLC as outlined in Exhibits "A" through "B", respectively, in an amount not to exceed \$270,000 annually per vendor for a period of five (5) years, subject to approved budget appropriations, is hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #6.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

SERVICE AGREEMENT

24-25-071
Paint And Body
Work Services

THIS AGREEMENT made and entered into on this ____ day of July, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and ABC Paint & Body LLC, of 490 C N. Valley Drive, Las Cruces, New Mexico, 88005, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Painting and body repair services for fleet vehicles.

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.24-25-071 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, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR'S response to the CITY'S Request for Proposal No. 24-25-071, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME

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

6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2025 for a term of five (5) years through June 30, 2030. 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 at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Garage Liability
 - a. Auto Only - \$1,000,000 per accident
 - b. Other than auto only - \$1,000,000 per occurrence / \$2,000,000 aggregate limit
 - c. Coverage must be for "non-owned autos used in garage business"
 - d. The City of Las Cruces must be named as an Additional Insured (by endorsement)
 - e. Subrogation must be waived.
2. Garage Keepers Liability
 - a. Coverage will be based on exposure but never less than \$500,000
 - b. Coverage must include collision and other than collision (comprehensive)
 - c. Coverage must be primary

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. The CONTRACTOR must immediately notify the CITY in insurance is canceled or not renewed.

Note: evidence of garage liability and garage keepers should be on an Acord 30, workers compensation can be on either an Acord 25 or Acord 30.

The City must be named as additional insured – this coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of the endorsement(s) for this coverage must be provided as a condition of this Agreement.

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: Frank Giron

With Copies to: Purchasing Manager

TO CONTRACTOR: ABC Paint & Body LLC
490 C N. Valley Drive
Las Cruces, NM 88005
ATTENTION: Max Schroeder

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.

ABC PAINT & BODY LLC

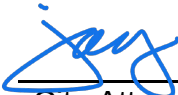
CITY OF LAS CRUCES

BY: _____
Max Schroeder
Managing Member

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM
 *fr* *BD* 05/13/2025

City Attorney

EXHIBIT A

SERVICES

Agenda Item #6.1.

Proposed rates for RFP 24-25-071

Cost Matrix

ABC Paint & Body

RFP NO 24-25-071

Parts	Parts Discount
Parts Associated with Body Repair	0%
Parts Associated with Paint Services	0%
Paint Materials Rate per Hour of Paint Time	\$40

Labor	
Standard Commercial Body Shop Rate	\$62
Discounted Commercial Body Shop Rate	\$60
Mechanical Shop Rate	\$105
Frame Labor Rate	\$90
Paint Labor	\$60

ABC Paint and Body will service all makes and models of foreign or domestic cars, trucks, vans, trailers, semi tractors, construction equipment etc.

Paint & Body Work Services

RFP 24-25-071

Due Date/Time April 29th 2025/ 4:00PM

ABC Paint & Body

Table of contents

RFP NO 24-25-071

Page	Title
4	RFP Compliance Form
5-7	Technical Proposal Section IV 1-4 (includes Commercial References, Key Personnel, Frame Machine Info, MIG Welder Info)
	General Requirements & Section III Scope Responses
8-14	1A. Fire Inspectors Report and Paint Booth Inspections
15	1B. Code Enforcement Compliance Statement
16	1C. EPA Number and Compliance Information
17-29	1D. Safety Data Sheets
30-31	Frame Straightening and MIG Info and Certificates
32	Garage Keepers Insurance Certificate
33	Workers' Comp/ Liability Insurance Certificate
34	Warranty
35	Appendix A : Business Licence and Resident Business Licence



CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: Paint & Body Work Services – Re-solicitation

RFP NO.: 24-25-071

DUE DATE/TIME: April 29, 2025 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
ABC Paint & Body LLC

490 C N. Valley Dr

Las Cruces NM 88005

Authorized Signature
Max Schroeder

Typed or Printed Name
Managing Member

Title
max@abcpaintandbody.com

Email Address

Telephone number 575-524-2004 Fax number 575-541-7427

NM Tax & Revenue Dept. CRS # 03-0359954-00-6

Current NM Secretary of State Business ID # 2546679 (corporations only)

Current CLC Business Registration # 1106-24 (respondents located in Las Cruces only)

Federal I.D. number 27-0112953 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed XX Yes No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

City of Las Cruces
Paint & Body Work Services
RFP NO: 24-25-071

ABC Paint & Body
490C N. Valley Dr
Las Cruces NM 88005

Technical Proposal

1. Commercial References

ABC Paint & Body performs work for the following commercial entities:

New Mexico State Police Department
Juan Morales
575-680-0752

CSR Garage (FedEx Fleet Service)
Cathy Hulbert
575-524-3895

City of Las Cruces
Fleet Services
575-541-2729

2. Key Personnel

Austin Breck, Shop Manager. Austin has extensive managerial experience in professional settings. He has been with ABC Paint and Body for 2 years. Since coming on board with the shop, his managerial and organizational expertise has helped the shop improve workflow and throughput. (can be contacted during business hours at 575-524-2004)

Mike Day, Technical Advisor. Mike has been in the auto body and paint business since the early 1970s. He was the Body Shop Manager for the local Chevrolet Dealership for many years until opening a shop of his own. Since selling his interest in his shop, he has worked for ABC Paint & Body since 2010. Mike holds many certifications, including Ford F-150 Structural Repair and a Welding Training Certification, Steel GMA (MIG) Welding through ICAR. (He can be contacted during business hours at 575-524-2004)

Javier Trujillo, Body Tech and Estimator. Javier has grown up in the Body Shop business. Many of his family members are in the industry as well. He has worked as a repair technician and painter in Dealership shops. Because he has been a technician, it gives him an advantage when performing customer estimates. He has worked for ABC for 17 years. His certifications are as follows: Full Frame Replacement, Steel Full Frame Sectioning, Steel Unibody A-, B-, C- D, pillars and rockers, Measuring, Aluminum Panels Structure Analysis, Corrosion Protection, Hazardous Materials, Fundamentals of Collision Repair, restraints interior glass side and rear impact analysis, frontal impact analysis, mechanical systems analysis, vehicle identification, estimating, new unibody repair. (can be contacted during business hours at 575-524-2004)

Juan Propek, Body Technician. Juan has been in the business for 13 years. He is a graduate of Wyotech in Sacramento CA. He has recently joined ABC after working for shops in El Paso, Tx, for several years. He is experienced in all types of body repair, including frame repair, panel replacement, and MIG Welding. (can be contacted during business hours at 575-524-2004)

Fred Olivares, Body Technician. Fred has worked for ABC Paint and Body for over 9 years.. He has been in the business for 23 years and is experienced in all types of body repair, including frame repair, panel replacement, and MIG Welding. Fred's Certifications are as follows. Steering and Structural Analysis, Welding Training Certification Steel GMA (MIG) Welding, Steel Unibody A-, B-, C- D, pillars and rockers, Steel Unibody Front and rear rails, floors and front structure, Steel GMA (MIG) Welding, Corrosion Protection, restraints interior glass side and rear impact analysis, frontal impact analysis, mechanical systems analysis Fundamentals of Collision Repair. (can be contacted during business hours at 575-524-2004)

Robert Zarata Aranda, Body Technician and ADAS calibrator. Robert has worked at ABC for 8 years. He is a graduate of the University of Juarez and has been in the Collision repair

industry since 2008. He is trained in body repair and ADAS Calibration (can be contacted during business hours at 575-524-2004)

Javier Escalante, Body Technician. Javier grew up in the business. He has been a professional technician since 1998 and is experienced in all types of body repair, including frame repair, panel replacement, and MIG Welding (can be contacted during business hours at 575-524-2004)

Jesus Juarez. Painter.

Jesus has worked painting cars in Las Cruces and El Paso for many years. He joined the Team at ABC 10 years ago. He is experienced in color matching, painting, and finishing. (can be contacted during business hours at 575-524-2004)

Gabriel Amador, Body Technician. Prior to joining us at ABC Paint & Body, Gabriel spent over 35 years working in dealership collision centers. He holds many ICAR certifications including Frame Repair and Mig Welding

3. Frame Straightening and Measuring Equipment

ABC Paint and Body utilizes a Star-a-Liner Cheetah 20 Frame Machine coupled with a Genesis II digital measuring system, accurate to one millimeter to ensure accurate frame straightening.

4. Mig Welder Capabilities

We have five MIG welders in the shop with one being a double pulse type for welding aluminum, and three certified technicians utilizing them when making repairs.

ABC Paint & Body

RFP NO. 24-25-071

5. General Requirements Responses to Section III Scope

1a. Fire Inspection Report and downdraft paint booth inspections

We have an oversized heated and pressurized downdraft paint booth capable of housing vehicles from motorcycles to 40' buses. It is the only one of its kind at any body shop in the City. In addition to the oversized booth, ABC has a 26' drive through pressurized downdraft Ameri-cure Maestro paint booth.

Pre-Engineered Dry Chemical System Report

Date of service: 11/3/2023 Time: 9:01 AM ☐ PM ☐

☐ Annual ☐ Semi-Annual ☐ Recharge ☐ Installation ☐ Renovation

☐ Amerex ☐ Ansul ☐ Badger ☐ Kidde
☐ Pem-All ☐ Pyro-Chem ☐ Other _____

Customer/Location

Name: 400 Main St + Bldg
Address: 490 N. Valley St
City/St/Zip: San Chico, CA
Phone: 524-2004
Owner or Manager: Mike

☐ Total flooding system ☐ Local application system

☐ Single ☐ Double ☐ Triple ☐ Other

Model # and type: IND-50 130

☐ Connected reserve

Location of system: End of Booth

Area protected: Work Area, Duct / Hanger

	Yes	No	N/A		Yes	No	N/A
1 System interlocked with building fire alarm	☒	☐	☐	18 Checked operation of manual release	☒	☐	☐
2 System discharged	☐	☐	☐	19 Checked operation of time delay	☒	☐	☐
3 All seals intact. No evidence of tampering	☒	☐	☐	20 Checked operation of micro-switch	☒	☐	☐
4 Hazard properly covered w/correct nozzles	☐	☐	☐	21 Checked operation of gas valve. Size: _____	☐	☐	☐
5 Checked positioning of all nozzles	☒	☐	☐	☐ Mechanical ☐ Electrical	☒	☐	☐
6 Pressure gauge in proper range	☒	☐	☐	22 Checked operation of shut downs	☒	☐	☐
7 Checked cartridge weight Last Test Repl	☒	☐	☐	23 Checked reserve power supply	☒	☐	☐
8 Checked Pneumatic actuator	☒	☐	☐	24 Piping/conduit securely bracketed	☒	☐	☐
9 Cylinder hydrostatic Test Date 6 Year Maint.	☒	☐	☐	25 Nozzles cleaned and proper caps/covers in place	☒	☐	☐
10 Inspect cylinder and mount	☐	☐	☐	26 System cartridge & seals replaced/safety pins removed	☒	☐	☐
11 Operated system from terminal link	☒	☐	☐	27 System operational and armed	☒	☐	☐
12 Checked operation of electric detection	☒	☐	☐	28 Proper fire extinguisher for other areas	☒	☐	☐
13 Checked travel of cable and link position	☒	☐	☐	29 Fire extinguishers properly serviced	☒	☐	☐
14 Fusible links, quantity of each				30 Personnel instructed on automatic operation of system	☒	☐	☐
135" 165" 212" 280"				31 Personnel instructed on manual operational of system	☒	☐	☐
360" 450" 500" other				32 Were system monthly inspections performed?	☐	☐	☐
15 Thermal detectors, quantity of each				33 Was fire extinguisher training provided?	☒	☐	☐
225" 325" 450" 600"				34 Service and certification tag on system	☒	☐	☐
16 Replaced fusible links Mfg. date 2023	☒	☐	☐	35 System installed per current UL 1254 standard and meets manufacturer's UL listing	☒	☐	☐
17 Checked and cleaned fusible links	☒	☐	☐	36 Plans of original system installation on site	☒	☐	☐

Note: Non-compliant systems might fail to extinguish/suppress a fire.

COMMENTS/NON-COMPLIANCE

Technician _____ Date _____ Time _____

Customer's Authorized Agent _____

WHITE-CUSTOMER COPY YELLOW-DISTRIBUTOR PINK-AUTHORITY HAVING JURISDICTION

RECORDER HEISER PART # SER300 © Heiser Logistics

05/31/2022 TUE 7:15 FAX

004

WATER BASED FIRE PROTECTION INSPECTION & TEST REPORT

JERRY D. WATTS, MSFPE/LLC
P.O. BOX 16175
SANTA FE, NM 87592-6175
(800) 503.1961

OFFICE PHONE NUMBER: 524-2004
DATE: 11/2/2023
SITE: ABC Paint & Body
ADDRESS: 490-C N. Valley Dr.
CITY: Las Cruces

CONTACT: Mike
PHONE: 524-2004
STATE: NM ZIP: 88005

This inspection is: ☐ Semi-Annual ☐ Quarterly ☒ Other Annual

1 - OWNERS SECTION

A. Are all fire protection systems in service? YES N/A NO ☒

2 - GENERAL (Questions A, B, C, D & E are inspection items)

A. Are the hydraulic nameplate(s) securely attached to the riser and legible? (Answer N/A if system is Pipe Scheduled) YES N/A NO ☒

B. Fire Dept. Connection couplings / swivels undamaged and rotate smoothly, caps / plugs in place & undamaged? ☒

C. Fire Dept. Connection visible, accessible and marked with sign, gaskets present and in good condition? ☒

D. Fire Dept. Connection check valve not leaking, auto drain valve and clapper (s) in place and operating correctly? ☒

E. Are hoses, hose valves & storage devices accessible, in good condition, free from physical damage and no leaks? ☒

3 - CONTROL VALVES (Question A is a tested item)

A. Did all electrical supervisory switches actuate supervisory alarms? YES N/A NO ☒

4 - WATER SUPPLY (Question A is a tested item) (Main Drain Test one riser per quarter w/ backflow preventer on system)

A. Are pressure results at full flow greater or equal to acceptance or previous tests? (10% or less is acceptable) YES N/A NO ☒

Riser Number	Location (Riser)	Size	Static Pressure	Residual Pressure	PSI Return	Alarm Time	Hydraulic Information
1	Bay outside paint booth		90	75	90	N/A	Design Density Design Area PSI @ Base GPM Demand

5 - FLOW ALARMS (Question B is a inspected item) (Questions A & C are tested items)

A. Did waterflow through the inspector's test or alarm test line actuate mechanical alarms? YES N/A NO ☒

B. Pressure switches & vane type waterflow switches are in good condition, securely attached w/ no leaks? ☒

C. Did waterflow through the inspectors test or alarm line actuate pressure or vane type waterflow switch? ☒

6 - SYSTEM INFORMATION (General question concerning system components)

Number of wet systems?	1	Sizes	Make / Models
Number of dry systems?		Sizes	Make / Models
Number of preaction systems?		Sizes	Make / Models NA
Number of deluge systems?		Sizes	Make / Models NA

7 - DRY, PREACTION AND DELUGE (Questions A, B & C are tested items)

A. Is the air pressure and priming water level normal? YES N/A NO ☒

B. Quick opening device operated correctly? ☒

C. Did the low air pressure alarm operate during the test? ☒

☐ Explanation of "NO" answers, system deficiencies, or inspector recommendations are listed on DEFICIENCY REPORT # _____ which is attached to this form.

☐ No DEFICIENCY REPORT was required during this inspection.

I state that the information on this form is correct at the time and place of this inspection. All test and inspections were performed in accordance with applicable NFPA 25 test and inspection sections. All equipment tested at this time was left in operational condition upon completion of this inspection except as noted on any DEFICIENCY REPORT ATTACHED as stated above.

Name of Inspector: Roland Hansen Signature: Roland Hansen Certification # _____

I acknowledge that the inspection, deficiencies, and suggested improvements were discussed with me upon completion of the inspection. It is understood that all information contained herein is provided to the best of the knowledge of the person providing the information and that, if requested, will be forwarded to the authority having jurisdiction.

Name of Owner or Representative: Mike Day Signature: Mike Day

Quarterly Water Based Test and Inspection Page 1 of 1

STATE FIRE MARSHAL CERT. #0329

made the correction the same day and provided a photo as proof.

CODE: IFC - 305.1 - Clearance from ignition sources - Clearance between ignition sources, such as luminaires, heaters, flame-producing devices and combustible materials, shall be maintained in an approved manner.

Section 3:

✓ Pass

ITEM: Address posted, visible and on curb

CODE: IFC - 505.1 - Address identification - New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1 / 2 inch (12.7 mm). Where required by the fire code official , address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way , a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Section 4:

✓ Pass

ITEM: Fire lanes, hydrants, FDC accessible and unobstructed

CODE: IFC - 912.1 - Installation - Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.7 .

Section 5:

✓ Pass

ITEM: Electrical systems/compoenents safe

REMARK:

Extension cords needed to be removed throughout the business. Mr. Day removed the

extension cords the same day and provided a photo as proof.

CODE: IFC - 605.1 - Abatement of electrical hazards - Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the responsible code official. Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used.

Section 6:

✓ Pass

ITEM: Sprinkler System serviced / tagged

CODE: IFC - 903.1 - General - Automatic sprinkler systems shall comply with this section.

✓ Pass

ITEM: Fire Alarm system serviced / tagged

CODE: IFC - 907.1 - General - This section covers the application, installation, performance and maintenance of fire alarm systems and their components in new and existing buildings and structures. The requirements of Section 907.2 are applicable to new buildings and structures. The requirements of Section 907.9 are applicable to existing buildings and structures.

Section 7:

✓ Pass

ITEM: Fire extinguishers tagged, mounted, appropriate size and number

CODE: IFC - 906.1 - Where required - Portable fire extinguishers shall be installed in all of the following locations:

1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies. Exception: In Group R-2 occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each dwelling unit is provided with a portable fire extinguisher having a minimum rating of 1-A:10-B:C.
2. Within 30 feet (9144 mm) of commercial cooking equipment.
3. In areas where flammable or combustible liquids are stored, used or dispensed.
4. On each floor of structures under construction, except Group R-3 occupancies, in

accordance with Section 3315.1 .

5. Where required by the sections indicated in Table 906.1 .

6. Special-hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the fire code official .

Section 8:

✓ Pass

ITEM: Exits unobstructed and open

CODE: IFC - 1001.1 - General - Buildings or portions thereof shall be provided with a means of egress system as required by this chapter. The provisions of this chapter shall control the design, construction and arrangement of means of egress components required to provide an approved means of egress from structures and portions thereof. Sections 1003 through 1030 shall apply to new construction. Section 1031 shall apply to existing buildings.

Exception: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code .

Section 9:

✓ Pass

ITEM: Exit and emergency lights operable

CODE: IFC - 1008.1 - Means of egress illumination - Illumination shall be provided in the means of egress in accordance with Section 1008.2 . Under emergency power, means of egress illumination shall comply with Section 1008.3 .

Section 10:

✓ Pass

ITEM: Storage of hazardous materials appropriate and MSDS available

CODE: IFC - 5003.1 - Scope - The storage, use and handling of all hazardous materials shall be in accordance with this section.

Section 11:

✓ Pass

ITEM: Remainder of building and / or areas not previously addressed acceptable

COOKING APPLIANCES:

N/A

ITEM: Range hood, appliances, vents, roof clean and free of grease

CODE: IFC - 609.3.3 - Cleaning - Hoods, grease-removal devices, fans, ducts and other appurtenances shall be cleaned at intervals as required by Sections 609.3.3.1 through 609.3.3.3 .

N/A

ITEM: Hood suppression system serviced/tagged

CODE: IFC - 904.12.6.2 - Extinguishing system service - Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon completion.

N/A

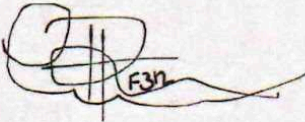
ITEM: All grease producing appliances under hood

CODE: IFC - 609.1 - General - Commercial kitchen exhaust hoods shall comply with the requirements of the International Mechanical Code .

N/A

ITEM: Fire extinguisher within 30 feet of cooking appliances / Class K if hood system present

CODE: IFC - 904.12.5 - Portable fire extinguishers for commercial cooking equipment - Portable fire extinguishers shall be provided within a 30-foot (9144 mm) distance of travel from commercial-type cooking equipment. Cooking equipment involving solid fuels or vegetable or animal oils and fats shall be protected by a Class K rated portable extinguisher in accordance with Section 904.12.5.1 or 904.12.5.2 , as applicable.

Inspection Signatures	
Occupancy Contact Signature	Inspector Signature
Unable to sign: Report completed in office due to computer issues.	
Mike Day Assistant Manager mday@abcpaintandbody.com	Celeste Davenport -- -- cdavenport@las-cruces.org

15

1b. Codes Inspection Report



NOTICE

Las Cruces Police Department Codes Enforcement Section



DATE: 4/3/2024 TIME: 11:24 am

LOCATION: 490 N VALLEY DR #C ABC PAINT & BODY

REASON FOR VISIT: ☐ Responding to complaint ☐ Officer Initiated

☐ NUISANCE (Sec. 18-2)

☐ UNLISTED ADDRESS (Sec. 30-1)

☐ PARKING (Sec. 27)

☐ INOPERABLE VEHICLE (SEC. 18-37)

☐ SIDEWALK OBSTRUCTION (Sec. 26-3)

☐ BUILDING PERMIT (Sec. 30-171)

☐ ZONING VIOLATION (Sec. 38)

☐ PLACEMENT FOR COLLECTION, BULKY & GREEN WASTE (Sec. 25-40)

☒ OTHER: NO VIOLATIONS OBSERVED AT THIS TIME
BUSINESS IS IN COMPLIANCE

Recommended Compliance Date: N/A

☐ **GRAFFITI ABATEMENT NOTICE**

As per City Municipal Code Section 19-53 it is the responsibility of any property owner to remove any observed graffiti on their property within 10 days of this notice.

PLEASE REMOVE OBSERVED GRAFFITI BY: _____

GRAFFITI LOCATION: _____

This courtesy notice was left by the Las Cruces Police Department Code Enforcement Section. **It does not require a court appearance**, but a copy will be kept on file. Please remember to help promote the safety of our community by complying with all Municipal Ordinances.

Please call Officer Name and Badge # P. ELLIS C482

Telephone #: 575-528-4525

Dispatch: 575 526 0795

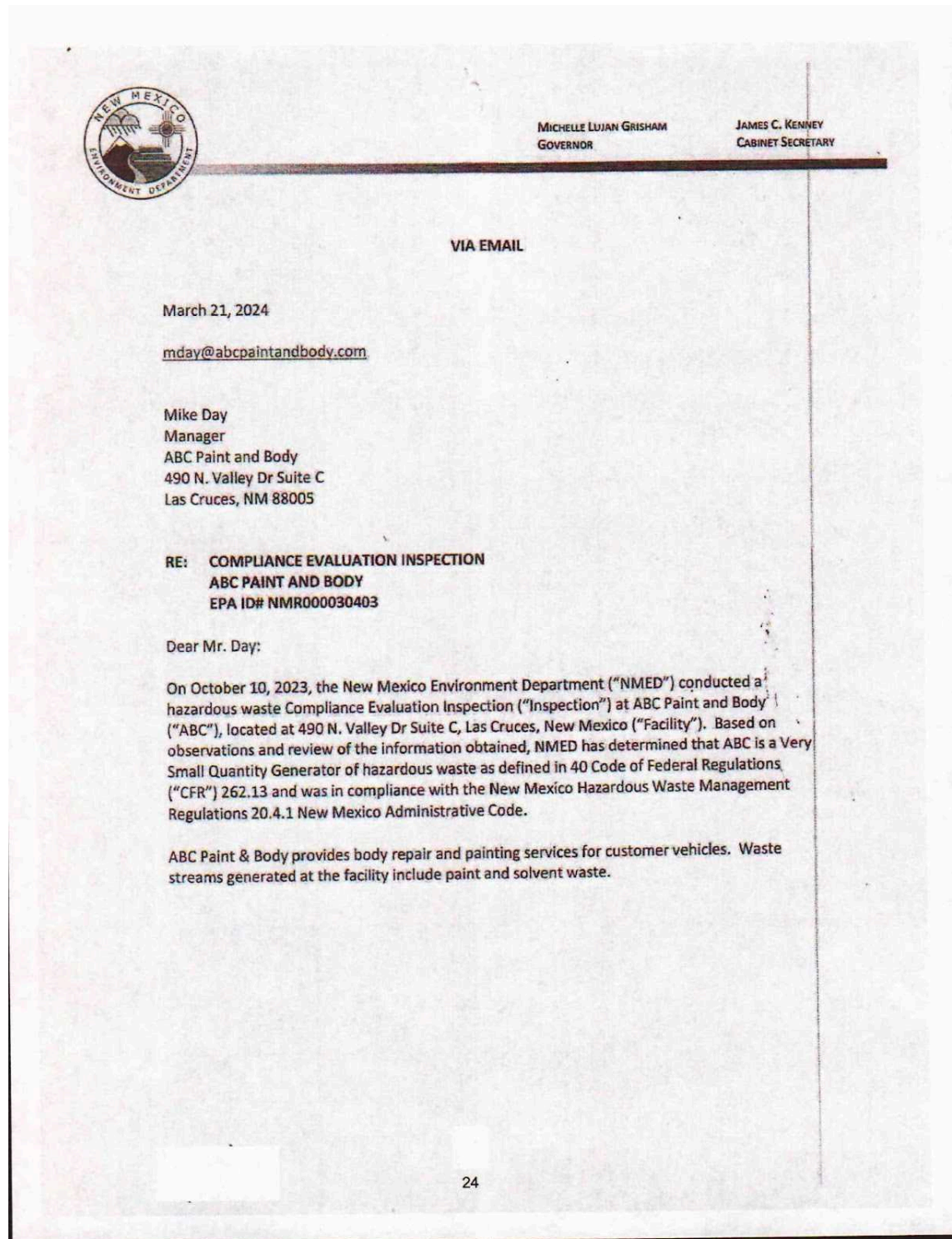
Failure to comply may result in a municipal citation

Agenda Item #6.1.

ABC Paint & Body

RFP NO. 24-25-071

1c. EPA Number and Inspection



1d. SDS Sheets



APPENDIX A

Safety Data Sheet

Product Name: SUPER SUDS
Product identifier: 35P
Revision Date: 06-01-2015
Replaces:

Parker Distributing Co., Inc.

1. Identification

Product Name:	SUPER SUDS 1 GALLON
Product identifier:	35P
Relevant identified uses of the substance or mixture and uses advised against:	Soap
Chemical Manufacturer /	Parker Distributing Company INC.
	4701 W FM 3331 Canyon, TX 79015
Emergency telephone number:	INFOTRAC 1-800-535-5053

2. Hazard(s) identification

Classification of the chemical in accordance with paragraph (d) of §1910.1200;

GHS Classification:	Not classified as hazardous under GHS
Hazards not otherwise classified:	No Data Available

Page 1 of 6



Safety Data Sheet

Product Name: SUPER SUDS

Product Identifier: 35P

Revision Date: 06-01-2015

Replaces:

3. Composition/information on ingredients

Chemical Component:	CAS number and other unique identifiers	% (or range) of ingredient
NONE		

The specific chemical identity and/or exact percentage (concentration) of composition has been withheld as a trade secret is required.

4. First-aid measures

Eye Contact:	None expected to be needed, however, use an eye wash to remove a chemical from your eye regardless of the level of hazard. Flush eye with water for 20 minutes. Get medical attention. Seek medical advice if symptoms persist
Skin Contact:	Wash with soap and water. Wash affected area thoroughly with soap and water.
Inhalation:	This material does not present a hazard if inhaled. Remove individual to fresh air after an airborne exposure if any symptoms develop, as a precautionary measure. If inhaled, remove victim from exposure to a well-ventilated area.
Ingestion:	No hazard in normal industrial use. Do not induce vomiting. Seek medical attention if symptoms develop. Provide medical care provider with this MSDS. If swallowed, seek medical advice immediately and show this container or label. Do NOT induce vomiting. Rinse mouth. Ingest activated charcoal
Immediate medical attention and special treatment needed:	No additional first aid information available

5. Fire-fighting measures

Suitable extinguishing media:	Not combustible. Use extinguishing media appropriate for surrounding fire. Water spray Alcohol foam Dry chemical Carbon dioxide
Unsuitable extinguishing media:	No data available
Fire and/or Explosion Hazards:	Material will not ignite or burn. Material will not burn.
Hazardous Combustion Products:	Carbon monoxide, Carbon dioxide
Special protective equipment and precautions for firemen:	Will not burn, no special instructions available. Use methods appropriate for surrounding materials



Safety Data Sheet

Product Name: SUPER SUDS

Product Identifier: 35P

Revision Date: 06-01-2015

Replaces:

6. Accidental release measures

**Personal precautions,
protective equipment and
emergency procedures:
Methods and material for
containment and cleaning up:**

No adverse health affects expected from the clean-up of spilled material. Follow personal protective equipment recommendations found in Section VIII of this MSDS. No special spill clean-up considerations. Collect and discard in regular trash. **SMALL SPILL:** Contain and collect with absorbent. **LARGE SPILLS:** Shut off leak if safe to do so. Use an inert absorbent such as sand or vermiculite. Place in properly labeled closed container.

7. Handling and storage

Precautions for safe handling: No special handling instructions due to toxicity. Keep out of the reach of children.

Conditions for safe storage: No special requirements. Keep from freezing, **STORAGE TEMPERATURE:** 32°F Minimum to 100°F Maximum. Shelf life is one year.

Materials to Avoid/Chemical Incompatibility: Strong oxidizing agents

8. Exposure controls/personal protection

Limits:

Chemical Component	OSHA PEL	ACGIH TLV-TWA	ACGIH STEL
No data available			

Appropriate engineering controls:

No exposure limits exist for the constituents of this product. No engineering controls are likely to be required to maintain operator comfort under normal conditions of use. General or local ventilation or isolation may prove adequate to keep airborne exposures below exposure limits.

Eye Protection:

No special requirements under normal industrial use. Safety Glasses or goggles with splash guards or side shields.

Skin Protection:

Not normally considered a skin hazard. Where use can result in skin contact, practice good personal hygiene. Wash hands and other exposed areas with mild soap and water before eating, drinking, and when leaving work. Use Nitrile/ Vinyl gloves

Respiratory Protection:

No respiratory protection required under normal conditions of use.

Other Protective Equipment:

Safety Glasses or goggles with splash guards or side shields. Use Nitrile/ Vinyl gloves



Safety Data Sheet

Product Name: SUPER SUDS

Product Identifier: 35P

Revision Date: 06-01-2015

Replaces:

General Hygiene Conditions: Keep out of the reach of children.

9. Physical and chemical properties

Appearance (physical state):	Liquid
Color:	Pink
Odor:	Banana
Odor threshold:	No data available
pH:	8.00
Melting Point/Freezing Point (°C):	No data available
Initial Boiling Point and Boiling Range (°C):	100
Flash Point (°C):	No data available
Evaporation Rate:	No data available
Flammability (solid, gas):	No data available
Upper Flammable/Explosive Limit:	No data available
Lower Flammable/Explosive Limit:	No data available
Vapor Pressure:	24 MMHG@20C/68F
Vapor Density:	No data available
Relative Density:	1
Solubility(ies):	Complete; 100%
Partition coefficient: n-octanol/water:	No data available
Auto-ignition Temperature (°C):	No data available
Decomposition Temperature::	No data available
Viscosity:	No data available

10. Stability and reactivity

Reactivity:	No data available
Chemical stability:	Stable under normal conditions.
Conditions to avoid:	None known.
Incompatible materials:	Strong oxidizing agents
Hazardous decomposition products:	Carbon dioxide Carbon monoxide

11. Toxicological information

Likely routes of exposure (inhalation, ingestion, skin and eye contact): Skin contact, Eye contact, Ingestion

Immediate (Acute) Health Effects by Route of Exposure:

Inhalation Irritation:	No hazard in normal industrial use. No hazard in normal industrial use.
Skin Contact:	No hazard in normal industrial use.
Skin Absorption:	Causes skin irritation.



Safety Data Sheet

Product Name: SUPER SUDS

Product Identifier: 35P

Revision Date: 06-01-2015

Replaces:

Eye Contact: No hazard in normal industrial use. Can cause irritation.
Ingestion Irritation: No hazard in normal industrial use. Irritating to mouth, throat, and stomach.

Long-Term (Chronic) Health Effects:

Carcinogenicity: None of the substances have been shown to cause cancer in long term animal studies. Not a carcinogen according to NTP, IARC, or OSHA.

Reproductive and Developmental Toxicity: No data available to indicate product or any components present at greater than 0.1% may cause birth defects.

Mutagenicity: No data available to indicate product or any components present at greater than 0.1% is mutagenic or genotoxic.

Inhalation: Upon prolonged and/or repeated exposure, no hazard in normal industrial use.

Skin Contact: Unlikely to cause irritation even on repeated contact.

Component Toxicology Data

Chemical Component	Oral LD50	Dermal LD50	Inhalation LC50
No data available			

Has the chemical been classified as a Carcinogen by NTP, IARC or OSHA.

Chemical Name	OSHA Carcinogen	IARC Carcinogen	NTP Carcinogen
No data available			

12. Ecological Information

Ecotoxicity (aquatic and terrestrial, where available): This material is not expected to be harmful to the ecology.
Persistence and degradability: No data available All ingredients are considered biodegradable. No data available
Mobility in soil: biodegradable. No data available
Other adverse effects (such as hazardous to the ozone layer): No data available

Ecological Toxicity Data

Chemical Component	Aquatic EC50 Crustacea	Aquatic ERC50 Algae	Aquatic LC50 Fish
No data available			

13. Disposal considerations

Description of waste residues: Spent or discarded material is non-hazardous according to environmental regulations.
Safe Handling of Waste: Disposal must be in accordance with applicable Federal, State/Provincial and Local regulations.
Waste treatment methods (including packaging): Dispose of in a landfill. Disposal is not likely to be regulated.



Safety Data Sheet

Product Name: SUPER SUDS

Product identifier: 35P

Revision Date: 06-01-2015

Replaces:

14. Transport information

UN proper shipping name: Refer to bill of lading or container label for DOT or other transportation hazard classification, if any.

15. Regulatory information

TSCA Status:

All chemicals in this product are listed, or are exempt from listing on the TSCA Inventory.

Regulated Components:

Chemical Component	CAS number and other unique Identifiers	CERCLA	SARA EHS	SARA 313	California Prop 65
No data available					

16. Other information, including date of preparation or last revision.

Revision Date: 06-01-2015

Revision Number: 1

Disclaimer: NOTICE: The information accumulated herein is believed to be correct as of the date issued from sources, which are believed to be accurate and reliable. Since it is not possible to anticipate all circumstances of use, recipients are advised to confirm, in advance of need, that the information is current, applicable and suitable to their circumstances



Safety Data Sheet

Product Name: HOT SHOT CLEANER
Product identifier: 51P
Revision Date: 06-01-2015
Replaces:

Parker Distributing Co., Inc.

1. Identification

Product Name: HOT SHOT CLEANER
Product identifier: 51P
Relevant identified uses of the substance or mixture and uses advised against: Multi-Purpose Cleaner

Chemical Manufacturer / Parker Distributing Company INC.
4701 W FM 3331
Canyon, TX 79015
Emergency telephone number: INFOTRAC 1-800-535-5053

2. Hazard(s) identification

Classification of the chemical in accordance with paragraph (d) of §1910.1200;

GHS Hazard
Symbols:



GHS Classification:

Serious Eye Damage/Eye Irritation Category 1
Skin Corrosion/Irritation Category 2
Flammable Liquid Category 4

GHS Signal Word:

Danger

GHS Hazard Statements:

Cumulative Liquid
Causes skin irritation.
Causes serious eye damage.

GHS Precautionary Statements:

Safety Precautions:

Keep away from heat/sparks/open flames/hot surfaces. – No smoking.
Wash thoroughly after handling.
Wear protective gloves/protective clothing/eye protection/face protection.

First Aid Measures:

IF ON SKIN: Wash with plenty of soap and water.
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
Immediately call a POISON CENTER/doctor/....

Safety Data Sheet

Product Name: HOT SHOT CLEANER

Product Identifier: 51P

Revision Date: 06-01-2015

Replaces:

Storage: Specific treatment (see on this label).
If skin irritation occurs: Get medical advice/attention.
Take off contaminated clothing and wash before reuse.
In case of fire: Use for extinction.
Store in a well-ventilated place. Keep cool.

Disposal: Dispose of contents/container in accordance with
local/regional/national/international regulation for hazardous wastes.

Hazards not otherwise classified: MEDICAL CONDITIONS AGGRAVATED: dermatitis may be aggravated by excessive exposure to skin.

3. Composition/information on ingredients

Chemical Component:	CAS number and other unique identifiers	% (or range) of ingredient
Ethylene glycol monobutyl ether	111-76-2	3 - 7
Sodium metasilicate	6834-92-0	1 - 5

The specific chemical identity and/or exact percentage (concentration) of composition has been withheld as a trade secret is required.

4. First-aid measures

Eye Contact: Immediately flush eyes with plenty of water for at least 20 minutes retracting eyelids often. This corrosive material can cause immediate and permanent eye damage. Tilt the head to prevent chemical from transferring to the uncontaminated eye. Get immediate medical attention and monitor the eye daily as advised by your physician. Flush eye with water for 20 minutes. Get medical attention. Seek immediate medical attention.

Skin Contact: Wash with soap and water under a drench shower. Remove contaminated clothing, launder immediately, and discard contaminated leather goods. Get medical attention immediately. Wash affected area thoroughly with soap and water. Seek medical advice if symptoms persist

Inhalation: Remove to fresh air. If breathing is difficult, have a trained individual administer oxygen. If not breathing, give artificial respiration and have a trained individual administer oxygen. Get medical attention immediately. If inhaled, remove victim from exposure to a well-ventilated area.

Ingestion: Corrosive. Do not induce vomiting! Drink one glass of water followed by milk if available. Seek medical attention immediately and give the medical care provider with this MSDS. Do not induce vomiting unless directed to do so by medical personnel. Drink 1-2 glasses of milk to dilute product. Call a physician or poison control

Page 2 of 7

Safety Data Sheet

Product Name: HOT SHOT CLEANER

Product Identifier: 51P

Revision Date: 06-01-2015

Replaces:

Most important symptoms/effects (Delayed: Immediate medical attention and special treatment needed,:	center immediately. Never give anything by mouth to an unconscious person Eye contact may cause burns, irritation, tearing and corneal damage. Ingestion may cause nausea and irritation. Prolonged inhalation of vapors may cause burns to nasal passages, respiratory tract and lungs. No additional first aid information available
--	---

5. Fire-fighting measures

Suitable extinguishing media: Unsuitable extinguishing media: Fire and/or Explosion Hazards: Hazardous Combustion Products: Special protective equipment and precautions for fire-fighters:	Use alcohol resistant foam, carbon dioxide, dry chemical, or water spray when fighting fires. Water or foam may cause frothing if liquid is burning but it still may be a useful extinguishing agent if carefully applied to the fire. Do not direct a water stream directly into the hot burning liquid. Water spray Alcohol foam Dry chemical Carbon dioxide No data available Material may be ignited if preheated to temperatures above the flash point in the presence of a source of ignition. Do not expose container to heat, flame, sparks or other sources of ignition. Carbon monoxide, Carbon dioxide Do not enter fire area without proper protection including self-contained breathing apparatus and full protective equipment. Fight fire from a safe distance and a protected location due to the potential of hazardous vapors and decomposition products.
---	---

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures: Methods and material for containment and cleaning up:	Exposure to the spilled material may be severely irritating or toxic. Follow personal protective equipment recommendations found in Section VIII of this MSDS. Personal protective equipment needs must be evaluated based on information provided on this sheet and the special circumstances created by the spill including; the material spilled, the quantity of the spill, the area in which the spill occurred, and the expertise of employees in the area responding to the spill. Never exceed any occupational exposure limits. No special spill clean-up considerations. Collect and discard in regular trash. SMALL SPILL: Contain and collect with absorbent. LARGE SPILLS: Shut off leak if safe to do so. Use an inert absorbent such as sand or vermiculite. Place in properly labeled closed container. Prevent spilled material from contaminating soil,
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Safety Data Sheet

Product Name: HOT SHOT CLEANER

Product Identifier: 51P

Revision Date: 06-01-2015

Replaces:

entering sanitary sewers, storm sewers, and drainage systems,
and entering bodies of water or ditches that lead to waterways.

7. Handling and storage

Precautions for safe handling: Toxic or severely irritating material. Avoid contacting and avoid breathing the material. Use only in a well ventilated area. Keep out of the reach of children.

Conditions for safe storage: Store in a cool dry place. Isolate from incompatible materials. Keep from freezing, STORAGE TEMPERATURE: 0°C (32°F) Minimum to 60°C (140°F) Maximum. Shelf life is one year.

Materials to Avoid/Chemical Incompatibility:: Strong oxidizing agents Strong acids

8. Exposure controls/personal protection

Limits:

Chemical Component	OSHA PEL	ACGIH TLV-TWA	ACGIH STEL
Ethylene glycol monobutyl ether	50 ppm	20 ppm	

Appropriate engineering controls.: Local exhaust ventilation, process enclosures, or other engineering controls are necessary when handling or using this product to avoid overexposure. General or local ventilation or isolation may prove adequate to keep airborne exposures below exposure limits.

Eye Protection: Wear chemical splash goggles when handling this product. Additionally, wear a face shield when the possibility of splashing of liquid exists. Do not wear contact lenses. Have an eye wash station available. Safety Glasses or goggles with splash guards or side shields.

Skin Protection: Avoid skin contact by wearing chemically resistant gloves, an apron and other protective equipment depending upon conditions of use. Inspect gloves for chemical break-through and replace at regular intervals. Clean protective equipment regularly. Wash hands and other exposed areas with mild soap and water before eating, drinking, and when leaving work. Use Nitrile/ Vinyl gloves

Respiratory Protection: Respiratory protection must be used when handling this product. Use respirators only if ventilation cannot be used to eliminate symptoms or reduce the exposure to below acceptable levels. A supplied air type respirator may be required. NIOSH respirator - (organic vapor) in absence of proper environmental control.

Other Protective Equipment: Safety Glasses or goggles with splash guards or side shields. Use Nitrile/ Vinyl gloves

General Hygiene Conditions: Keep out of the reach of children.

Page 4 of 7

Safety Data Sheet

Product Name: HOT SHOT CLEANER

Product Identifier: 51P

Revision Date: 06-01-2015

Replaces:

9. Physical and chemical properties

Appearance (physical state):	Liquid
Color:	Red
Odor:	Cinnamon
Odor threshold:	No data available
pH:	13
Melting Point/Freezing Point (°C):	No data available
Initial Boiling Point and Boiling Range (°C):	100
Flash Point (°C):	66
Evaporation Rate:	No data available
Flammability (solid, gas):	No data available
Upper Flammable/Explosive Limit:	No data available
Lower Flammable/Explosive Limit:	No data available
Vapor Pressure:	17.5 MMHG@20C/68F
Vapor Density:	No data available
Relative Density:	1.06
Solubility(ies):	Complete; 100%
Partition coefficient: n-octanol/water:	No data available
Auto-ignition Temperature (°C):	No data available
Decomposition Temperature::	No data available
Viscosity:	No data available
VOC (as packaged-less exempts and water)	32 g/L or

10. Stability and reactivity

Reactivity:	No data available
Chemical stability:	Stable under normal conditions.
Conditions to avoid:	None known.
Incompatible materials:	Strong oxidizing agents Strong acids
Hazardous decomposition products:	Carbon dioxide Carbon monoxide

11. Toxicological information

Likely routes of exposure (inhalation, ingestion, skin and eye contact): Skin contact, Eye contact, Ingestion

Immediate (Acute) Health Effects by Route of Exposure:

Inhalation Irritation:	Can be corrosive to the respiratory tract causing severe irritation and tissue damage. Irritating to the nose, throat, and respiratory tract.
Skin Contact:	Corrosive to skin tissue. Can cause chemical burns. May cause skin irritation.

Safety Data Sheet

Product Name: HOT SHOT CLEANER**Product Identifier:** 51P**Revision Date:** 06-01-2015**Replaces:**

Skin Absorption: No absorption hazard in normal industrial use. Causes skin burns

Eye Contact: Corrosive to eye tissue. Can cause severe irritation, tearing, and burns that can quickly lead to permanent injury including blindness. Causes eye burns.

Ingestion Irritation: Corrosive to tissue. Can cause severe and permanent damage to mouth, throat, stomach. Aspiration may lead to lung damage. Can burn mouth, throat, and stomach.

Ingestion Toxicity: Harmful if swallowed. May cause systemic poisoning.

Long-Term (Chronic) Health Effects:

Carcinogenicity: None of the substances have been shown to cause cancer in long term animal studies. Not a carcinogen according to NTP, IARC, or OSHA.

Reproductive and Developmental Toxicity: No data available to indicate product or any components present at greater than 0.1% may cause birth defects.

Mutagenicity: No data available to indicate product or any components present at greater than 0.1% is mutagenic or genotoxic.

Inhalation: Upon prolonged and/or repeated exposure, can be corrosive to the respiratory tract causing severe irritation and tissue damage.

Skin Contact: Upon prolonged or repeated contact, corrosive to skin tissue. Can cause chemical burns.

Skin Absorption: Upon prolonged or repeated exposure, no hazard in normal industrial use.

Component Toxicology Data

Chemical Component	Oral LD50	Dermal LD50	Inhalation LC50
No data available			

Has the chemical been classified as a Carcinogen by NTP, IARC or OSHA.

Chemical Name	OSHA Carcinogen	IARC Carcinogen	NTP Carcinogen
No data available			

12. Ecological Information

Ecotoxicity (aquatic and terrestrial, where available): This material is not expected to be harmful to the ecology.

Persistence and degradability: No data available. All ingredients are considered biodegradable. No data available

Mobility in soil: No data available

Other adverse effects (such as hazardous to the ozone layer): No data available

Ecological Toxicity Data

Chemical Component	Aquatic EC50 Crustacea	Aquatic ERC50 Algae	Aquatic LC50 Fish
No data available			

Safety Data Sheet

Product Name: HOT SHOT CLEANER

Product Identifier: 51P

Revision Date: 06-01-2015

Replaces:

13. Disposal considerations

Description of waste residues: Spent or discarded material may be a hazardous waste.
Safe Handling of Waste: Disposal must be in accordance with applicable Federal, State/Provincial and Local regulations.
Waste treatment methods (including packaging): Dispose of by incineration following Federal, State, Local, or Provincial regulations.

14. Transport information

UN proper shipping name: Refer to bill of lading or container label for DOT or other transportation hazard classification, if any.

15. Regulatory information

TSCA Status: All chemicals in this product are listed, or are exempt from listing on the TSCA Inventory.

Regulated Components:

Chemical Component	CAS number and other unique identifiers	CERCLA	SARA EHS	SARA 313	California Prop 65
No data available					

16. Other information, including date of preparation or last revision.

Revision Date: 06-01-2015

Revision Number: 1

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2. Equipment

a. Frame Straightening and Measuring.

ABC Paint and Body utilizes a Star-a-Liner Cheetah 20 Frame Machine coupled with a Genesis II digital measuring system, accurate to one millimeter, to ensure accurate frame straightening.

Key Personnel using this equipment:

Mike Day

Freddie Oliveras

Juan Propek

Javier Escalante

Gabriel Amador

All personnel can be reached at 575-524-2004 during normal business hours

b. Mig welder equipment and certifications

We have five MIG welders in the shop with one being a double pulse type for welding aluminum, and two certified technicians utilizing them when making repairs.

Key Personnel using this equipment:

Mike Day

Freddie Oliveras

All personnel can be reached at 575-524-2004 during normal business hours





Insurance Certificates



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)
1/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
141 Roadrunner Parkway, Suite 109
Las Cruces NM 88011

License#: 2081754

CONTACT
NAME:
PHONE
(A/C, No. Ext.): 575-524-8642
FAX
(A/C, No.):
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A: Ohio Security Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #
24082

INSURED
ABC Paint and Body LLC dba Discount Auto Services
490C N. Valley Dr.
Las Cruces NM 88005

COVERAGES

PROD / CUSTOMER ID: ABCPAIN-01

CERTIFICATE #: 290206743

REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR L/R	TYPE OF INSURANCE	ADD'L INSR	SUBR L/R	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GARAGE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS USED IN GARAGE BUSINESS		Y	BKS56121643	5/13/2024	5/13/2025	AUTO ONLY (Ea accident) \$1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ AGGREGATE \$
A	GARAGE KEEPERS LIABILITY ☒ LEGAL LIABILITY ☒ DIRECT BASIS ☒ PRIMARY ☐ EXCESS ☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$		Y	BKS56121643	5/13/2024	5/13/2025	☒ COMP / OTC SPECIFIED PERILS LOC \$600,000 ☒ COLLISION LOC \$600,000 LOC \$
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		Y	BKS56121643	5/13/2024	5/13/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below Y / N ☐		N / A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

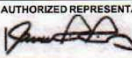
REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Las Cruces
PO Box 20000
Las Cruces NM 88004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


ACORD 30 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/21/2025													
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.															
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).															
PRODUCER Higginbotham Insurance Agency, Inc. 141 Roadrunner Parkway, Suite 109 Las Cruces NM 88011 INSURED ABC Paint and Body LLC dba Discount Auto Services 490C N. Valley Dr. Las Cruces NM 88005	CONTACT NAME: PHONE (A/C, No, Ext): 575-524-8642 FAX (A/C, No): 575-526-9709 E-MAIL: info@campbell-ins.com ADDRESS: info@campbell-ins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B : West American Insurance Company</td> <td>44393</td> </tr> <tr> <td>INSURER C : New Mexico Mutual Casualty Company</td> <td>40627</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Insurance Company	24082	INSURER B : West American Insurance Company	44393	INSURER C : New Mexico Mutual Casualty Company	40627	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
License#: 2081754 ABCPAIN-01															
COVERAGES CERTIFICATE NUMBER: 1906816355 REVISION NUMBER:															
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.															
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	BKS56121643	5/13/2024	5/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$								
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ OTHER:	Y	Y	BAW56121643	5/13/2024	5/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	42837.120	4/7/2024	4/7/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000								
B	Garagekeepers Direct Coverage Primary			BAW56121643	5/13/2024	5/13/2025	Aggregate 600,000								
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)															
CERTIFICATE HOLDER City of Las Cruces PO Box 20000 Las Cruces NM 88004				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 											
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F. Warranty

ABC Paint & Body

RFP NO. 24-25-026

ABC Paint & Body
490C N. Valley Dr
Las Cruces, NM 88005
575-524-2004

Written Warranty

This warranty shall only apply if the defects occurred under normal driving conditions and not where the vehicle has been subjected to accidents, negligence, abuse or misuse. Excluded from this warranty are rust coming through the metal, scratches and gravel marks acquired from driving conditions.

METALWORK: ABC Paint and Body, L.L.C. provides a three (3) year warranty against defective workmanship including welding and the application of materials utilized in making collision repairs against cracking, flaking, pitting or deterioration. The shop will at its sole option, repair and repaint any metalwork warranted hereby.

PAINTING, STRIPES AND DECALS: ABC Paint and Body, L.L.C. provides a three (3) year warranty against solvent blistering, peeling, cracking and fading. The shop will at its sole discretion re-prime, re-paint, re-stripe or re-decal the specific section or sections of the vehicle warranted hereby.

PARTS: Parts are covered by the part manufacturer however ABC Paint and Body, L.L.C. provides a warranty for Labor on parts we installed equal to the manufacturer warranty not to exceed three (3) years. This warranty does not apply to wear and tear items like brakes, clutches, tires etc.

Name

Repair Order Number

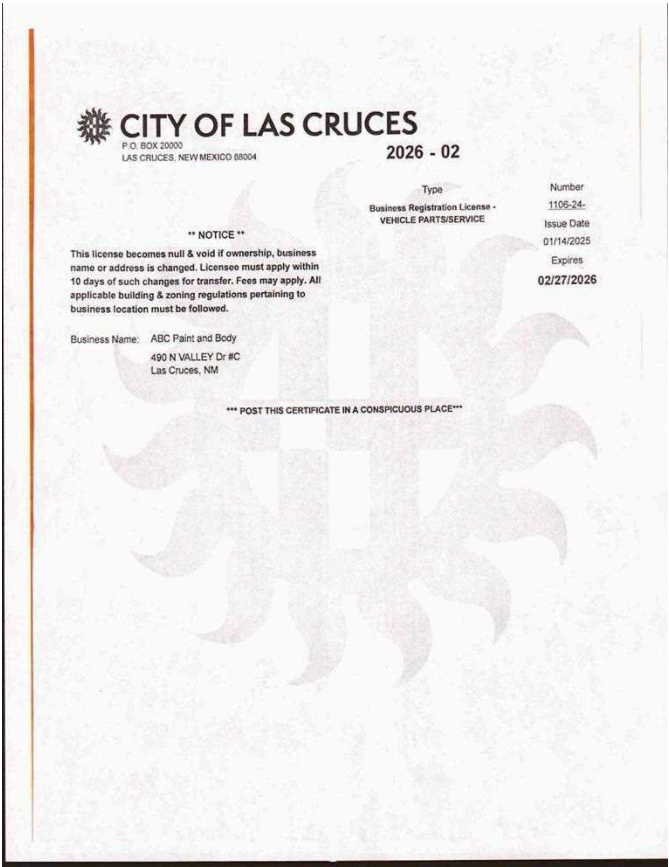
Vehicle

Authorized By

Date

19

Appendix A





CITY OF LAS CRUCES

SERVICE AGREEMENT

24-25-071
Paint And Body
Work Services

THIS AGREEMENT made and entered into on this ____ day of July, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Classic 4x4 Co., LLC, of 1680 W. Amador, Las Cruces, New Mexico, 88005, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Painting and body repair services for fleet vehicles.

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.24-25-071 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, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR'S response to the CITY'S Request for Proposal No. 24-25-071, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME

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

6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2025 for a term of five (5) years through June 30, 2030. 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 at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Garage Liability
 - a. Auto Only - \$1,000,000 per accident
 - b. Other than auto only - \$1,000,000 per occurrence / \$2,000,000 aggregate limit
 - c. Coverage must be for "non-owned autos used in garage business"
 - d. The City of Las Cruces must be named as an Additional Insured (by endorsement)
 - e. Subrogation must be waived.
2. Garage Keepers Liability
 - a. Coverage will be based on exposure but never less than \$500,000
 - b. Coverage must include collision and other than collision (comprehensive)
 - c. Coverage must be primary

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. The CONTRACTOR must immediately notify the CITY in insurance is canceled or not renewed.

Note: evidence of garage liability and garage keepers should be on an Acord 30, workers compensation can be on either an Acord 25 or Acord 30.

The City must be named as additional insured – this coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of the endorsement(s) for this coverage must be provided as a condition of this Agreement.

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: Frank Giron

With Copies to: Purchasing Manager

TO CONTRACTOR: Classic 4x4 Co., LLC
1680 W. Amador
Las Cruces, NM 88005
ATTENTION: Michael Archuleta

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.

CLASSIC 4X4 CO., LLC

CITY OF LAS CRUCES

BY: _____
Michael Archuleta
Owner

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 **fu BD** 05/13/2025

City Attorney

EXHIBIT A

SERVICES

Exhibit A

COST MATRIX

Parts	Parts Discount
Parts Associated with Body Repair	0%
Parts Associated with Paint Services	0%

Labor	
Standard Commercial Shop Labor Rate	\$77/hr
Discounted Commercial Shop Labor Rate	\$62/hr

We have experience with a wide range of vehicle brands, which includes but not limited to:

- Chrysler, Dodge, Jeep Cars and Trucks
- Ford, Lincoln, Mercury Cars and Trucks
- General Motors Company, Chevrolet Cars and Trucks
- Honda Cars and Trucks
- Nissan Cars and Trucks
- Toyota Cars and Trucks

Therefore, we are confident in repairing the variety of vehicles held by the City of Las Cruces. Some City vehicles that we do paint and body work on include: Police Cruisers/Interceptors, Police SUVs, Police Trucks, City Transport Vans and City Sedans.

SERVICES

At our repair facility, we pride ourselves on delivering a quality product. We do not take shortcuts or spare expense to provide a quality job. Whatever a job calls for, whether it is a minor or major repair, we are committed to providing a complete, thorough repair. Vehicles are properly prepped and repaired with care. We honor the required two year warranty against paint peeling, cracking, and fading, as required by the City the Las Cruces RFP 24-25-071.

Agenda Item #6.1.

Note: It is important to address, when a damaged vehicle is assessed for damage, it is always the goal to see if the vehicle can be economically repaired to a safe condition. In very rare instances, extensive structural damage may make a vehicle unrepairable or unsafe even with repair. Again, in those rare circumstances, once a vehicle is disassembled for repair, hidden damage that may not have been apparent will reveal to be extensive, unrepairable damage. This usually coincides with the value of the vehicle or insurance limitations, in which a vehicle is deemed as a "total loss." In other words, total loss vehicles are not always evident until a vehicle is disassembled properly. In any case, we will report any hidden damage, provide an additional estimate for approval or if we feel the hidden damage compromises the safety of the vehicle, that issue will be clearly communicated with City Fleet Services.

Exhibit B

SCHEDULE

We, (Classic 4x4 Co., LLC) will be responsible for picking up repairable vehicles as well as delivering them back to the City's maintenance yard, located at 1501 E. Hadley, Building B. While vehicles are in the process of repair and in our possession, we will have them securely stored and locked at our facility. If there are any unforeseen delays in repair, we will promptly contact the City's Fleet Service Maintenance Office to discuss the delay and come to an appropriate adjustment for that vehicle's completion date. More commonly, delays that are out of our control are parts that are back ordered from the manufacturer or parts coming from a vendor who has yet to get them to our facility. Factors to consider are availability of parts, location of where parts are being sent from, and shipping time. We will do our best to mediate those types of delays; however, we want to disclose that those types of delays do happen from time to time.

Estimates and final invoices will include all identifiable repairs as noted during inspection. A representative from our body shop will be available to inspect vehicles ready for estimates. Direct communication has been established with the City's Fleet Service Maintenance Controller's office so that approved repairs are clearly addressed. As stated in the RFP, we will submit repair estimates as requested with the proper estimate number, unit number, year, make and model of vehicle, license number, detailed explanation of repairs to be completed, total repair costs, and sales tax to repair costs (sales tax on labor only). If hidden damages are found during a repair, we will notify the City's Fleet Service Supervisor immediately and provide an additional estimate (supplemental estimate). Once again, if hidden damage is found for repair, we will confirm with the City's Fleet Service Maintenance Office to resolve an appropriate completion date. It is always our mission to deliver a quality job in a timely manner.



CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: Paint & Body Work Services – Re-solicitation

RFP NO.: 24-25-071

DUE DATE/TIME: April 29, 2025 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 0 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

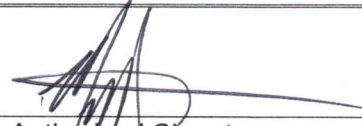
Classic 4x4 Co., LLC

Napa Auto Care

Collision Center

1680 W Amador

Las Cruces NM 88005


Authorized Signature

Michael Archuleta

Typed or Printed Name

Owner

Title

classic4x4@hotmail.com

Email Address

Telephone number (575) 527-5580 Fax number (575) 527-5580

NM Tax & Revenue Dept. CRS # 03-232034-00-5

Current NM Secretary of State Business ID # N/A (corporations only)

Current CLC Business Registration # 16116 (respondents located in Las Cruces only)

Federal I.D. number 45-3936022 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ☐ Yes ☒ No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

- Agenda Item #6.1.

Classic 4x4 Co., LLC

NAPA Auto Care Collision Center

Vendor # 8017

Services Proposal for RFP: Paint & Body Work Services

RFP Number: 24-25-071

Submitted/Due Date: Tuesday, April 29, 2025; 4pm

Technical Proposal

Michael Archuleta, Owner

Business Phone: 575-527-5580

Email: classic4x4@hotmail.com

Website: bodyshoplascruces.com

Table of Contents:

- A. Executive Summary
 - 1. Documentation Requirements
 - 2. Equipment & Key Personnel
 - 3. Insurance Requirements
 - 4. References
 - 5. Estimates & Invoicing
 - 6. Warranty
 - 7. Closing Statement

Agenda Item #6.1.

A. Executive Summary

Classic 4x4 Company, LLC is pleased to submit a proposal in response to Request For Proposal 24-25-071 for Paint & Body Work Services to the City of Las Cruces.

We understand The City's need for a reliable, quality driven, efficient auto repair shop that can provide the City of Las Cruces with quality repair and excellent service from start to finish.

To be transparent, we have successfully managed the current contract for Paint & Body Work Services (RFP 19-20-038) for the past 5-6 years with outstanding results and proven expertise. We value our work with the City of Las Cruces and we are committed to a continued, successful partnership.

We have examined the requirements needed to provide Paint and Body Work Services as stated in the new RFP and we, (Classic 4x4 Co., LLC) are confident we can continue to provide the highest quality of service for paint and body repair to the City's Fleet Services division.

1. Documentation Requirements

- a. Documentation for this proposal will be found at the end of this proposal and be referred to as "Attachments." They will also be underlined for easy cross referencing.
- b. Documentation from the City Fire Inspector. This is to confirm that our repair facility is in compliance with all fire codes. See Attachment, Page 8.
- c. Documentation from the City Codes Enforcement. This is to verify that our repair facility meets City/State regulations. See Certificate of Occupancy which is Attachment, Page 9.
- d. Documentation and inspection sheets from Fire Tech, LLC, the certified business who installed our paint booth and who checks our fire suppression system annually. See Attachments, Pages 10a, 10b, 10c.
- e. Safety Data Sheets on cleaning products that are used regularly have also been provided in his proposal. See Attachments, Pages 11a, 11b, 11c.

2. Equipment & Key Personnel

a. Equipment-Frame Machine

As stated in RFP 24-25-071, contractor must have access to a frame machine. We have an in-house frame machine capable of measuring to one (1) millimeter. With this machine, we are able to safely straighten

frames back to their original state. Our employee, Richard Smith, has been trained to operate this type of specialized equipment.

b. Key Personnel

At Classic 4x4 Co., LLC, we have a team of employees who are hardworking and dedicated to our mission of doing quality work in a timely manner. Below is a list of key personnel and their areas of expertise.

1. Michael Archuleta-Owner of Classic 4x4 Co., LLC
Communicates with clients, businesses, insurance companies and the general public regarding vehicle repair. Orders auto parts from vendors. Plans and executes paint and repair with employees. Performs Quality Checks on all completed vehicles. Moreover, in relation to our partnership with The City, Mr. Archuleta communicates directly with the staff and supervisors in Fleet Services. He keeps them up to date on part deliveries, estimated finish times and takes calls/emails when vehicles are ready for estimates. When vehicles need an estimate, he is responsible for inspecting these vehicles in depth at the City's Fleet Services vehicle yard.
2. Richard Smith, Senior Collision Repair Tech
Skilled Employee. Highly knowledgeable regarding the most competent methods for repair, regarding specific damage to vehicles. Some of his abilities include removing damaged sections of vehicles using metal-cutting guns, air grinders and wrenches, therefore, he is highly skilled with power and hand tools. Mr. Smith's expertise also includes using our in-house frame machine to straighten vehicles that have bent frames. His skills also include removing and replacing bolts and/or clips on panels to align them properly, to return vehicle back to factory specifications.
3. Gabriel Saiz-Surface Repair Tech
Skilled Employee. Files, grinds and sands repaired surfaces. Assists with the paint and body techs in prepping vehicles.

Agenda Item #6.1.

This includes sanding, masking and taping vehicles before paint. His responsibilities also include inspecting surfaces carefully for any small imperfections and insuring they are even before painting.

4. Mario Trujillo-Senior Auto Body Painter

Skilled Employee. Mr. Trujillo maintains a great deal of expertise and knowledge in auto painting, around 45 years plus in the auto repair industry. He assures refinishing products are properly formulated to meet color match and finish texture specifications as well as selecting proper paint colors and clear coats for particular vehicle projects. He is knowledgeable in utilizing all tools and techniques related to auto paint operations. He is proficient in utilizing our in-house paint kiosk that only mixes the amount of paint required to cover an area needed to be painted, thus, limiting waste. All of our paint jobs are done in our properly ventilated paint booth. The painting process itself involves using paint sprayers to apply paint to a vehicle. Mr. Trujillo is very knowledgeable and has been trained to check for runs or sags in the paint to ensure a quality product.

5. Alberto Garcia-Collision Repair Tech, I-Car Certified

Skilled Employee. Installs replacement parts using wrenches or welding equipment. Qualifications include I-Car (Inter-Industry Conference on Auto Collision Repair) certificates in Welding Training & Certification: Steel GMA (MIG) Welding. He assists our Senior Collision Repair Tech with collision and repair responsibilities. A copy of the MIG welder's certificate has been provided per requirements of this proposal. See Attachment, Page 12.

6. Pamela Quintana-Bookkeeping & Office Operations Admin.

This employee handles invoicing and the bookkeeping as it relates to the body shop. She has a BA in Communication Studies from New Mexico State University.

Agenda Item #6.1.

3. Insurance Requirements

Classic 4x4 Co., LLC has commercial liability insurance through Farm Bureau Financial Services. In compliance with the Request for Proposal, we maintain the requirements for Garage Liability, Garage Keepers Liability, Workers Compensation and all other commercial insurance accordance. The Waiver of Subrogation is noted on the insurance certificate. A copy of the Workers Compensation Insurance certificate has been provided in this proposal. The City of Las Cruces has been listed as an insured. See Attachments, Pages 13a, 13b.

4. References

Three references have been provided below. We have done work for these businesses for several years and they can vouch for the quality of collision repair and paint refinishing of their business and commercial vehicles:

- a. NM Septic Systems
418 S Grimes
Hobbs, New Mexico
Contact Person: Kyle McCutcheon, 575-551-4493
- b. Metal Craft Co.
924 W Picacho
Las Cruces, New Mexico
Contact Person: Marcy Teague, 575-265-5085
- c. Valley Industrial
1632 Via Rubi
Las Cruces, New Mexico
Contact Person: John Stock, 575-405-3500

5. Estimates & Invoicing

We have thoroughly reviewed the Estimates section of the RFP. As we currently do work for the city, we are familiar with the format in which estimates need to be organized and emailed. We remain in agreeance to the terms laid out by the City of Las Cruces:

- a. If there is a possibility of hidden damage a separate and detailed estimate must be provided in addition to the original detailed estimate and approval must be obtained by the City.
- b. Application of fresh paint over dents, rust etc. is unacceptable

Agenda Item #6.1.

- c. If the City requests an estimate to repaint the total exterior, the estimate shall include all body damage repairs and door jams.
- d. Unless requested by a City Fleet Supervisor, all paint will match the original vehicle color and type as accurately as possible.
- e. For color changes, there shall be no old primer color visible when viewing from the exterior of the unit, nor when door is in the open position.
- f. All prep work (i.e. sandblasting, steam cleaning, sanding, priming etc.) should be included in the estimated price.
- g. In the case of new metal, metal will be properly washed to remove residue to assure a proper primer and paint adhesion.
- h. If a vehicle is drivable, we will pick up and deliver to the City's Fleet Service yard located on Hadley. If the vehicle is not drivable, we are able to go to the vehicle location and provide an estimate and/or have the vehicle towed.

6. Warranty on Quality Work

As per the Request for Proposal, we honor a (2) year warranty on paint and body work for repairs performed on said City vehicle(s).

7. Closing Statement

We are confident in our strategic approach to build upon our existing knowledge and experience to provide quality auto repair and body work for the City of Las Cruces Fleet Services. We ensure a seamless transition and continued excellence when it comes to the partnership that we value. This proposal highlights our existing relationship, proven success and our valued commitment, making a compelling case for a contract renewal. We appreciate the opportunity to apply for this bid. Thank you for your consideration.



Las Cruces Fire Department

Fire Inspection Results

Passed Inspection

Inspection Status
Completed

Inspected by
Aguirre, Tyler

Completed at
04/25/2025 12:58:17

Address	Suite	City	State	Zip
1680 W AMADOR AVE	--	LAS CRUCES	NM	88005
		Business Name	Building Type	
		Classic 4x4 Company	326 - Storage Garage	

Next inspection scheduled to be conducted on or after 02/02/2027

Inspection Signatures

Occupancy Contact Signature

Michael Archuleta
Occupant
575-642-1223
classic4x4@hotmail.com

Inspector Signature

Aguirre, Tyler
Firefighter
--
taguirre@las-cruces.org



City of Las Cruces

CERTIFICATE OF OCCUPANCY

September 30, 2016

This Certificate of Occupancy authorizes the use and occupancy of the building or structure located at **1680 W AMADOR AVE.** The structure has been inspected for compliance with the requirements for the occupancy group and building type listed below as specified by the 2009 International Building/Residential Code, as applicable and City of Las Cruces Zoning Ordinance in effect. I hereby approve and issue this Certificate of Occupancy with the following exceptions:

NOTICE:

1. No change is to be made in any building or on any premises which is inconsistent with this Certificate of Occupancy.
2. Additions or structural alterations to non-conforming buildings are prohibited.

Subdivision: N/A Lot: N/A Block: N/A

Building Permit No: **20165231**

Use and Occupancy: S-I

Permit Applicant:
FMJ CONSTRUCTION
5837 SANDPIPER
SANTA TERESA, NM 88008

Design Occupant Load: 12

Contractor's License No: 87748

Type of Construction: II-B

Automatic Fire Sprinklers: NO

Final Inspection Date: 09/20/2016

Building Inspector: Manuel Ramirez
MANUEL RAMIREZ, CBI

Acting Building Official: Katherine H. Rogers
KATHERINE H. ROGERS, AICP

Prepared By: Eloy O. Jimenez
ELOY O. JIMENEZ, PERMIT TECH

Report of Inspection / Test

Annual NFPA 96 17/17A, Annual NFPA 10



04-25-2025

Property

Classic 4x4

1680 W Amador Ave

Las Cruces NM 88005

Print Date: 04-28-2025

Conducted by: Tony Mitchell

Fire Tech LLC.

NM # 385899 : NM Certificate of Fitness # 23-0050

1600 W Picacho Ave Ste C

Las Cruces NM 88005

575-642-7766

Firetechlc@gmail.com

Report of Inspection / Test for Suppression - Paint booth**Paint Spray Booth Information**

Dry Chemical Manufacturer	Pyro chem	Cylinder Size_master	70lb
Model Number	MCH3	Cylinder Size_slave	17lb
Last Hydro Test Date	2003 New	Hazard Being Protected	Paint booth
Type of Coverage	Flood	Control Type	Mech
Manual Location	By side door	Detection Type	Mechanical

PAINT BOOTH

Has the hazard remained the same since the last inspection?	☒ Yes ☐ No ☐ NA	Is the extinguishing system in the proper location?	☒ Yes ☐ No ☐ NA
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OEM Manual

Is the spray booth properly covered with the correct nozzle(s)?	☒ Yes ☐ No ☐ NA	Are the ducts and plenum covered with correct nozzles?	☒ Yes ☐ No ☐ NA
Is the positioning of all nozzles correct?	☒ Yes ☐ No ☐ NA	Was the system installed in accordance with MFG UL listing?	☒ Yes ☐ No ☐ NA

ITM

Is the agent distribution piping/nozzles unobstructed?	☒ Yes ☐ No ☐ NA	Is the system in good condition?	☒ Yes ☐ No ☐ NA
Is the container labelled properly?	☒ Yes ☐ No ☐ NA	Do local alarms work and are they operational?	☒ Yes ☐ No ☐ NA
Does the exhaust system shutdown properly? (if applicable)	☒ Yes ☐ No ☐ NA	Are Pressure Regulators operational and meet the Static Pressure and Minimum Flow?	☒ Yes ☐ No ☐ NA
Have the pressures of the auxiliary pressure containers been checked?	☒ Yes ☐ No ☐ NA	Have the fixed temperature elements been replaced?	☒ Yes ☐ No ☐ NA
What temperature fusible links are being used? (280F, 450F, or 500F)	360	Have heat detectors been visually inspected for damage or build-up of debris?	☒ Yes ☐ No ☐ NA

Agenda Item #6.1.

Report of Inspection / Test Annual NFPA 96 17/17A, Annual NFPA 10			
04-25-2025 Property Classic 4x4 1680 W Amador Ave Las Cruces NM 88005 Print Date: 04-28-2025		Conducted by: Tony Mitchell Fire Tech LLC. NM # 385899 : NM Certificate of Fitness # 23-0050 1600 W Picacho Ave Ste C Las Cruces NM 88005 575-642-7766 Firetechlc@gmail.com	
Does the electric detector pass an operational test?	☒ Yes ☐ No ☐ NA	Dry Chemical Container - Hydrostatic Test Date (12 yr MAX)	2003
Aux Pressure Container - Hydrostatic Test Date (12 yr MAX)	2013	Hose Assembly - Hydrostatic Test Date (12 yr MAX)	N/A
Are manual actuators unobstructed?	☒ Yes ☐ No ☐ NA	Are tamper indicators and seals intact?	☒ Yes ☐ No ☐ NA
Is maintenance tag/cert in place?	☒ Yes ☐ No ☐ NA	The system does not show physical damage or conditions that would prevent operation?	☒ Yes ☐ No ☐ NA
Pressure gauge reading:	350	Are nozzle blowoff caps intact and undamaged?	☒ Yes ☐ No ☐ NA
Was the owner/operator instructed on the operation of the system?	☒ Yes ☐ No ☐ NA		



Safety Data Sheet

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Document Group:	11-0429-8	Version Number:	21.01
Issue Date:	04/09/20	Supersedes Date:	10/09/19

SECTION 1: Identification

1.1. Product identifier
3M™ Prep Solvent 70 PN 08972, 08973, 08983

Product Identification Numbers
60-9800-1680-6, 60-9800-2402-4, 60-9800-3473-4, 70-0707-4379-7
7000045679

1.2. Recommended use and restrictions on use

Recommended use
Automotive, Water-Based Low VOC Solvent Cleaner

1.3. Supplier's details
MANUFACTURER: 3M
DIVISION: Automotive Aftermarket
ADDRESS: 3M Center, St. Paul, MN 55144-1000, USA
Telephone: 1-888-3M HELPS (1-888-364-3577)

1.4. Emergency telephone number
1-800-364-3577 or (651) 737-6501 (24 hours)

SECTION 2: Hazard identification

The label elements below were prepared in accordance with OSHA Hazard Communication Standard, 29 CFR 1910.1200. This information may be different from the actual product label information for labels regulated by other agencies.

2.1. Hazard classification
Flammable Liquid: Category 3.

2.2. Label elements
Signal word
Warning

Symbols
Flame |



Safety Data Sheet

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Document Group:08-4315-1Issue Date:03/03/20

Version Number:12.06Supercedes Date:01/09/20

SECTION 1: Identification

1.1. Product identifier
3M™ Adhesive Remover, P.N. 38080, 38081, 38082

Product Identification Numbers

ID Number	UPC	ID Number	UPC
60-9800-3388-4	00-51131-38080-6	60-9800-3389-2	00-51131-38081-3
60-9800-3395-9	00-51131-38082-0		

7000000614, 7000045720, 4000011624

1.2. Recommended use and restrictions on use

Recommended use
Automotive, Adhesive Remover

1.3. Supplier's details

MANUFACTURER:3MDIVISION:Automotive AftermarketADDRESS:3M Center, St. Paul, MN 55144-1000, USATelephone:1-888-3M HELPS (1-888-364-3577)

1.4. Emergency telephone number
1-800-364-3577 or (651) 737-6501 (24 hours)

SECTION 2: Hazard identification

The label elements below were prepared in accordance with OSHA Hazard Communication Standard, 29 CFR 1910.1200. This information may be different from the actual product label information for labels regulated by other agencies.

2.1. Hazard classification
Flammable Liquid: Category 2.
Skin Corrosion/Irritation: Category 2.
Aspiration Hazard: Category 1.
Reproductive Toxicity: Category 1B.
Carcinogenicity: Category 2.
Specific Target Organ Toxicity (single exposure): Category 1.

SAFETY DATA SHEET



Issuing Date: 05-Oct-2015

Revision Date: 05-Oct-2015

Version 1

1. IDENTIFICATION

Product Name	Dawn Ultra Dishwashing Liquid, Original Scent
Product ID:	97591965_RET_NG
Product Type:	Finished Product - Consumer (Retail) Use Only
Recommended use	Dish Care
Restrictions on Use	Use only as directed on label.
Synonyms	Dawn Ultra Dishwashing Liquid, Pomegranate Awakening (97591967_RET_NG) Dawn Ultra Dishwashing Liquid, Apple Orchard Harvest (97591968_RET_NG)
Manufacturer	PROCTER & GAMBLE - Fabric and Home Care Division Ivorydale Technical Centre 5289 Spring Grove Avenue Cincinnati, Ohio 45217-1087 USA Procter & Gamble Inc. P.O. Box 355, Station A Toronto, ON M5W 1C5 1-800-331-3774
E-mail Address	pgsds.im@pg.com
Emergency Telephone	Transportation (24 HR) CHEMTREC - 1-800-424-9300 (U.S./ Canada) or 1-703-527-3887 Mexico toll free in country: 800-681-9531

2. HAZARD IDENTIFICATION

"Consumer Products", as defined by the US Consumer Product Safety Act and which are used as intended (typical consumer duration and frequency), are exempt from the OSHA Hazard Communication Standard (29 CFR 1910.1200). This SDS is being provided as a courtesy to help assist in the safe handling and proper use of the product.

This product is classified under 29CFR 1910.1200(d) and the Canadian Hazardous Products Regulation as follows:.

Hazard Category	
Eye Damage / Irritation	Category 2B
Signal Word	WARNING
Hazard Statements	Causes eye irritation
Hazard pictograms	None



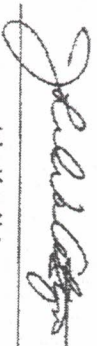
Certificate of Completion

I-CAR CERTIFIES THAT

Alberto Garcia

HAS ACHIEVED CERTIFICATION BY SUCCESSFULLY COMPLETING

**Welding Training & Certification:
Steel GMA (MIG) Welding (WCS03)**


John Van Alstyne,
CEO & President

Awarded On

August 29, 2021

Expires On

August 29, 2026


James H. Roach,
Chair, International Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lorenzo Miera c/o FBL Financial Group Inc. 6700 Jefferson St NE Ste A2 Albuquerque, NM 87109	CONTACT NAME: Lorenzo Miera PHONE (A/C, No, Ext): (505) 510-3614 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Farm Bureau Property & Casualty Insurance Company</td> <td style="text-align: center;">13773</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Farm Bureau Property & Casualty Insurance Company	13773	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED CLASSIC 4X4 COMPANY LLC NAPA AUTO CARE COLLISION 1680 W AMADOR AVE LAS CRUCES, NM 880054002															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	☐	CPP6056020	07/07/2024	07/07/2025	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A ☒	WC 6016595	07/07/2024	07/07/2025	<table style="width: 100%;"> <tr> <td>☒ PER STATUTE ☐ OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Las Cruces PO Box 2000 Las Cruces, NM 88004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jon Swartz, Underwriting Vice President
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF LAS CRUCES 700 N MAIN STREET LAS CRUCES NM 88001	VARIOUS LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Agenda Item #6.1.

Classic 4x4 Co., LLC

NAPA Auto Care Collision Center

Vendor # 8017

Services Proposal for RFP: Paint & Body Work Services

RFP Number: 24-25-071

Submitted/Due Date: Tuesday, April 29, 2025; 4pm

Cost Proposal

Michael Archuleta, Owner

Business Phone: 575-527-5580

Email: classic4x4@hotmail.com

Website: bodyshoplascruces.com

Table of Contents:

A. Exhibit A

1. Cost Matrix
2. Services

B. Exhibit B

1. Schedule



26-011

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: July 21, 2025		
Drafter:	Greg Gonzalez	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-To-Pay
Title:	A RESOLUTION APPROVING AN AMENDMENT TO A SERVICE AGREEMENT BETWEEN CITY OF LAS CRUCES AND DOWNTOWN LAS CRUCES PARTNERSHIP TO DECREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO \$125,000 INCLUDING APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-008).		

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

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

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) Council approved Resolution 24-016 on August 7, 2023, authorizing the City to enter into Service Agreement 23-24-008 - Planning and Development Services Related to Downtown Revitalization with Downtown Las Cruces Partnership. The service agreement was executed on July 13, 2023, for a period of one (1) year, with three (3) one year options to renew, in a not-to-exceed amount of \$120,000, including all applicable taxes.

The agreement outlines the delivery and allocation of funds focusing on marketing strategies, business development, business recruitment and entrepreneurial support that will stimulate economic activity and investment in the downtown area.

Increase in costs of events resulted in City staff requesting authorization to increase the not-to-exceed total to \$175,000, including applicable tax. On December 2, 2024, Council approved Resolution 25-006 authorizing City staff to execute Amendment One to the service agreement.

The scope of services and rate structure have been updated since the execution of Amendment One of the agreement. As a result, this resolution recommends amending the agreement to decrease the annual not-to-exceed amount to \$125,000, including applicable taxes. The current contract is valid through July 12, 2027.

SUPPORT INFORMATION:
[Exhibit "A" 23-24-008 DowntownLasCrucesPartnership AmendmentTwo](#)

PLAN(S):
Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: \$175,000 **AVAILABLE AMOUNT:** \$175,000 **EXPENDITURE AMOUNT:**
\$125,000

Funding Source(s):

1247002-721070

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 authorize the amendment to Service Agreement 23-24-008, to decrease the annual not-to exceed amount to \$125,000, including all applicable taxes.
2. Vote "No"; this action will deny the amendment to Service Agreement 23-24-008, to decrease the annual not-to exceed amount to \$125,000, including all applicable taxes which could negatively impact City operations and continuity of services.
3. Vote to "Amend"; this could modify the Resolution and advise staff of necessary adjustments as deemed appropriate.
4. Vote to "Table"; this could delay the authorization to the amendment to service agreement 23-24-008 which could negatively impact City operations and continuity of services.

REFERENCE INFORMATION:

Resolution 24-016

Resolution 25-006

RESOLUTION 26-011

A RESOLUTION APPROVING AN AMENDMENT TO A SERVICE AGREEMENT BETWEEN CITY OF LAS CRUCES AND DOWNTOWN LAS CRUCES PARTNERSHIP TO DECREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO \$125,000 INCLUDING APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-008).

The City Council is informed that:

WHEREAS, on August 7, 2023, City Council approved Resolution 24-016 authorizing the City of Las Cruces (City) to enter into a service agreement with Downtown Las Cruces Partnership for Service Agreement 23-24-008 for a period of one (1) year with three (3) one year options to renew, in an amount not to exceed \$120,000, annually; and

WHEREAS, the service agreement outlines the delivery and allocation of funds focusing on marketing strategies, business development, business recruitment and entrepreneurial support that will stimulate economic activity and investment in the downtown area; and

WHEREAS, City Council approved Resolution 25-006, authorizing the City to execute Amendment One to the service agreement increasing the annual not-to-exceed total to \$175,000 to accommodate increases in event costs; and

WHEREAS, the scope of services and rate structure have been updated since the execution of Amendment One for Service Agreement 23-24-008, and as a result, the Economic Development Department is requesting authorization to amend the service agreement to decrease the annual not-to-exceed amount to \$125,000, including applicable taxes.

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

(I)

THAT the the Resolution authorizing the decrease to the not-to-exceed total to \$125,000, including applicable taxes, for Service Agreement 23-24-008 with Downtown Las Cruces Partnership as shown in Exhibit "A", attached hereto and made part of this Resolution, is 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

AMENDMENT NO. 2

RFP # 23-24-008

This amendment made this ____ day of July, 2025 by and between the CITY OF LAS CRUCES and DOWNTOWN LAS CRUCES PARTNERSHIP of 138 S. Water Street, Las Cruces, NM 88001.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated July 13, 2023, the parties hereby agree as set forth below:

The following provisions are added:

- 1. Section 4. Compensation is modified to decrease amount by \$50,000.00 bringing total contract to an amount not to exceed \$125,000.00, including all applicable taxes. In addition:
 - Removing Zombie Walk and Chile Drop events from agreement
 - Four (4) Downtown event permit fees will be waived per year
- 2. The scope of work is modified as outlined in Exhibit A, attached hereto and made part of this amendment.
- 3. Rate Structure and Conformed Billing is modified as outlined in Exhibit B, attached hereto and made part of this amendment.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated July 13, 2023 between the parties is hereby ratified and confirmed.

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

DOWNTOWN LAS CRUCES
PARTNERSHIP

CITY OF LAS CRUCES

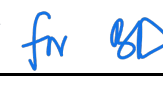
BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

  06/06/2025

City Attorney

EXHIBIT A

SERVICES

EXHIBIT A**SCOPE OF SERVICES**

OBJECTIVE. To continue revitalization of the downtown area by increasing business development opportunities and support to existing businesses in the area and by attracting new business to the downtown as defined by the Las Cruces Tax Increment Development District (TIDD), and the Arts and Cultural District (ACD) boundaries during the term of the Agreement.

The work within this scope of work is included in City's Metropolitan Redevelopment Area (MRA), Arts and Cultural District, Elevate Las Cruces, and Economic Development Department plans. Therefore, efforts considered under service agreement are to be aligned to overall City's Economic Development Department priorities. The funding in this service agreement shall cover the expenses related to the deliverables of scope of work as Attachment A.

DELIVERABLE/ OUTPUT:**I. Business Recruitment and Community Attraction Programs**

- a. Host & Analyze Community Input Sessions
 - i. Conduct two focus groups annually (Downtown & ACD) with participants from targeted stakeholder groups (local government, state government/organization, community leaders, community members, non-profits, business owners)
 - ii. Provide documentation: meeting minutes, participant lists, key takeaways, or survey results
- b. Annual Downtown / ACD Community Survey
 - i. Optimize and distribute a 15-20 question survey to at least 150 stakeholders (local government, state government/organization, community leaders, community members, non-profits, business owners) to identify business needs and opportunities
 - ii. Provide documentation: survey, survey results, survey distribution data
- c. Compile and maintain a comprehensive inventory within the district
 - i. Contact information and status of existing businesses, including those seeking or having received technical assistance
 - ii. Identification of businesses interested in relocating to the district.
 - iii. Documentation of vacant or underutilized buildings, including those in disrepair
 - iv. Assessment of public spaces, identifying areas in disrepair and opportunities for capital outlay, placemaking, infrastructure upgrades, and signage improvements

- v. The inventory must be maintained on a quarterly basis and a summary of updated findings shall be produced and submitted annually
- vi. Provide documentation: annual list, quarterly updates to list

II. Business Recruitment / Expansion Strategy Execution

- a. Targeted Digital Campaigns
 - i. Launch two digital campaigns annually targeting emerging and established businesses
 - ii. Provide documentation: campaign reports, engagement metrics
- b. Local Business Expansion Efforts
 - i. Identify and contact at least 10 businesses annually about opening a second location in Downtown/ACD
 - ii. Provide documentation: business outreach log
- c. Conduct & Document BR&E Surveys
 - i. Complete at least 15 BR&E surveys annually to capture qualitative and quantitative business needs
 - ii. Provide documentation: BR&E survey reports

III. Technical Assistance & Business Consulting

- a. Workshop/Seminar Series
 - i. Provide at least 3 workshops per year on leadership, marketing, and business growth or other topics relevant to stakeholders (local government, state government/organization, community leaders, community members, non-profits, business owners)
 - ii. Provide documentation: Attendance logs, post-event surveys, and content materials
- b. One-on-One Business Consulting
 - i. Offer at least 6 individualized technical assistance programs per year for business owners
 - ii. Provide documentation: program materials, annual district list updated quarterly

IV. Marketing & Public Engagement

- a. Merchant Meetings / Business Networking
 - i. Host quarterly merchant meetings / business networking events
 - ii. Provide documentation: marketing deliverables for events, attendance records, meeting minutes, or post-event feedback
- b. Promote TIDD & ACD as Commercial & Cultural Hubs
 - i. Develop 1 blog post and 1 social media update monthly on district events, developments or other topics relevant to stakeholders (local government, state government/organization, community leaders, community members, non-profits, business owners).

- ii. Provide documentation: blog and social media post logs
- c. Produce Business & Cultural Spotlights
 - i. Work with 6 different stakeholders to produce 6 different digital ad sets (daily ads for one month per stakeholder)
 - ii. Utilize the digital assets from the businesses themselves
 - iii. If the business doesn't have digital assets, then add them to the "annual district list" as a stakeholder in need of technical assistance (digital media / ad creation and deployment / etc.)
 - iv. Provide documentation: digital asset creatives, ad stat
- d. Creation of Email Marketing List of Key Stakeholders
 - i. Produce quarterly newsletters for stakeholders (local government, state government/organization, community leaders, community members, non-profits, business owners)
 - ii. Track growth and engagement
 - iii. Provide documentation: quarterly newsletters & stats from email list (new subscribers, click rate, open rate, etc.)
- e. Develop and produce targeted marketing and promotion for the downtown events:
 - i. Zombie Walk and Chile Drop
 - ii. Explore opportunities for new construction to support Chile Drop—aiming for a larger, improved, and safer design that enhances the overall experience and long-term sustainability of the event.

V. Reporting

- a. State of Downtown Annual impact report
- b. Regularly scheduled update meetings with Economic Development

VI. Capital Outlay

- a. Direct Current ACD Capital Outlay Projects
- b. Seek additional State appropriations and New Mexico MainStreet (NMMS) Capital Outlay Funds for District Projects such as the Amador Hotel (if possible)
- c. Work with NMMS to inventory and survey Downtown and ACD for potential low-cost high impact design projects that will positively affect district.

DELIVERABLE/ OUTPUT: In order to insure sustainable economic development, DLCP will have secured funding, by written commitment or award letter, from public or private sector in the amount equal to or greater than \$125,000, including New Mexico MainStreet Technical Assistance hours. The funding shall be exclusive of funding received from the City. If DLCP does not meet the performance measure, DLCP will present a workable plan to the City that will demonstrate effort toward self-sufficiency. Funding received from the City is for payment of services and is not intended to fund the operating costs of DLCP, in compliance with N.M. Const. art. IX, §14.

DLCP shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. DLCP shall require and shall and shall assure all the DLCP's employees and subcontractors maintain all required licenses, including without limitation all professional and business licenses. DLCP must maintain New Mexico Main Street accreditation.

EXHIBIT B

RATE STRUCTURE

EXHIBIT B RATE STRUCTURE & CONFORMED BILLING

OBJECTIVE: As per the agreement between the City of Las Cruces and the Downtown Las Cruces Partnership (DLCP), the table below outlines the agreed upon rate structure and conformed billing categories which will be used when invoicing the City pursuant to the Scope of Services outlined within the Agreement. Any conditions or changes to these categories shall be agreed upon in advance by both parties.

TOTAL CONTRACT NOT TO EXCEED \$125,000 including applicable Gross Receipts Tax for the period of performance.

Cost per Unit of Service Procured:

Service Description	Annual Budget Allocation	Monthly Billing Estimate
Business Recruitment, Expansion & Technical Assistance (Includes business recruitment/expansion strategy execution, BR&E surveys, local business outreach, workshops, one-on-one consulting, inventory maintenance, and input sessions)	\$75,000	\$6,250
Marketing, Promotion & Public Engagement (Includes blog/social media content, digital campaigns, newsletters, event marketing, business/cultural spotlights, and promotion of TIDD/ACD)	\$43,750	\$3,645.83
Business Networking and Stakeholder Engagement (Quarterly merchant meetings, stakeholder communication, community surveys, and stakeholder outreach coordination)	\$6,250	\$520.83
Total Contract Amount Not to Exceed	\$125,000	\$10,416.66/month

Changes to Budget Allocation

- a. DLCP may budget 10 percent across line items based on the various types of services being provided and required for the individual companies/requirements during the period of performance without prior City approval.
- b. Any budget across line items above 10 percent must be requested in writing to the City for approval. This request should include the changes requested and justification.



CITY OF LAS CRUCES

AMENDMENT NO. 1

RFP # 23-24-008

This amendment made this 4th day of December, 2024 by and between the CITY OF LAS CRUCES and DOWNTOWN LAS CRUCES PARTNERSHIP of 138 S. Water Street, Las Cruces, NM 88001.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated July 13, 2023, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4. Compensation is modified to increase amount by \$55,000.00 bringing total contract to a not to exceed amount of \$175,000.00 including all applicable taxes, allocating funds for the planning, marketing, and day-of-operations for both Zombie Walk and Chile Drop, which are co-sponsored by the City of Las Cruces. The services requiring funding include:
 - Event planning and vendor coordination
 - Lighting, sound, and LED wall setup
 - Entertainment
 - Marketing
 - On-site logistics, including barricades, security, portable restrooms, and trash collection
 - Administrative support and day-of event staff

Subject to the modifications set forth in this amendment, the above referenced original agreement dated July 13, 2023 between the parties is hereby ratified and confirmed.

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

DOWNTOWN LAS CRUCES
PARTNERSHIP

CITY OF LAS CRUCES

BY: [Signature]
Name
Title

BY: [Signature]
Alicia Hernandez
Purchasing Manager

12/3/2024
Date

12/4/2024
Date

APPROVED AS TO FORM

[Signature] 10/30/2024
CITY ATTORNEY



CITY OF LAS CRUCES

**SERVICE AGREEMENT
ANNUAL RENEWAL – Year 2 of 4
RFP NO. 23-24-008 Planning and Development Service Related to Downtown
Revitalization**

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Planning and Development Service Related to Downtown Revitalization Service Agreement (Agreement) dated July 13, 2023 between the City of Las Cruces (City) and Downtown Las Cruces Partnership (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin July 13, 2024 and terminate July 12, 2025. All other terms of the Service Agreement remain the same.

AGREED:

DOWNTOWN LAS CRUCES
PARTNERSHIP

Signature

John P. Muñoz

Printed Name/Title

5/31/2024

Date

CITY OF LAS CRUCES

Alicia Hernandez
Purchasing Manager

6/4/2024

Date

Planning and Development Service Related to Downtown Revitalization



CITY OF LAS CRUCES

SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this 13th day of July, 2023 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Down Town Las Cruces Partnership of 138 S.Water Street, Las Cruces, NM 88001 Zip Code, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Planning and Development Service Related to Downtown Revitalization

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.23-24-008 as set forth in Exhibit A and B 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

- (a) For the services to be provided herein, the City shall pay DLCP one hundred twenty thousand (\$120,000) including all applicable taxes for each subsequent one year renewable option. DLCP is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. DLCP agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operation of its business. DLCP, in receiving these funds, agrees to solicit additional private or public funding to match the City's contribution in order to maximize the benefit to the community for the sustainability of the organization.
- (b) Prior to payment, DLCP shall submit a billing statement to the City that details how City funds have been utilized and explain the connection between the use of funds and the Service deliverables. Attachment "B" will include a rate and conformed billing sheet. Upon receipt of a conforming billing statement, the City shall promptly process payment. If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve DLCP of its obligations under this Agreement.

Planning and Development Service Related to Downtown Revitalization

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, and has (3) one-year renewable options to be exercised at the discretion of the CITY, upon mutual written consent. 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

Planning and Development Service Related to Downtown Revitalization

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

Planning and Development Service Related to Downtown Revitalization

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



Planning and Development Service Related to Downtown Revitalization

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

17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Professional Liability
 - a. \$1,000,000 per occurrence

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 solely by, resulting solely from, or arising solely 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.



Planning and Development Service Related to Downtown Revitalization

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 Favre

With Copies to: Purchasing Manager

TO CONTRACTOR: Downtown Las Cruces Partnership
138 S. Water Street
Las Cruces, NM 88001
ATTENTION: Jennifer Garcia Kozlowski

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

Planning and Development Service Related to Downtown Revitalization

CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

DOWNTOWN LAS CRUCES
PARTNERSHIP

BY: 

Name
Title

Date

CITY OF LAS CRUCES

BY: 

Alicia Hernandez
Purchasing Manager

7/12/2023

Date

APPROVED AS TO FORM

 6/29/23

City Attorney

7.2.23

EXHIBIT A

SCOPE OF SERVICES

OBJECTIVE. To continue revitalization of the downtown area by increasing business development opportunities and support to existing businesses in the area and by attracting new business to the downtown as defined by the Las Cruces Tax Increment Development District (TIDD), and the Arts and Cultural District (ACD) boundaries during the term of the Agreement.

The work within this scope of work is included in City's Metropolitan Redevelopment Area (MRA), Arts and Cultural District, Elevate Las Cruces, and Economic Development Department plans. Therefore, efforts considered under service agreement are to be aligned to overall City's Economic Development Department priorities. The funding in this service agreement shall cover the expenses related to the deliverables of scope of work as Attachment A.

DELIVERABLE/ OUTPUT:

- I. Business Support Services for Emerging and Established Businesses
 - a. Develop and deploy a targeted, data-based business recruitment and community attraction program
 - i. Develop and execute city-wide focus groups to determine existing trends and market possibilities. Groups will revolve around the specific needs of Downtown and the ACD. Sessions to be held at high-density organizations such as but not limited to downtown employers, the university, and country clubs
 - ii. Optimize and conduct annual downtown/ACD community input survey and share findings with CLC
 - iii. Update void analysis and recruitment target list. Use information gathered through BR&E, community survey, and merchant outreach to create standardized tool to assess considerations and barriers to business expansion.
 - iv. Use data collected update website and create collateral materials including "Doing Business Downtown" Guide to further promotion of Downtown and ACD
 - b. Use data collected to recruit businesses
 - i. Work to match new or expanding businesses with available space in downtown/ACD
 - ii. Use available platforms i.e. LinkedIn to create a targeted campaign to connect emerging and established businesses with downtown/ACD assets and resources including technical assistance

Planning and Development Service Related to Downtown Revitalization

- iii. Identify and contact local and regional businesses about opening a second location in downtown/ACD
- iv. Create a pilot program to be reproduced in other MRAs
- v. Establish a peer to peer "Move-in Ready Fair" for new and expanding businesses, realtors and property owners, and financial institutions. Fair to be hosted by DLCP/ACD
- vi. Conduct BR&E surveys and document qualitative and quantitative data for analysis
- c. Current Business Outreach
 - i. Visit Businesses regularly and report on needs of merchants
- II. Business Networking/Merchant meetings- quarterly
 - a. Hands on Technical Assistance and Business Consulting
 - i. Workshop /Seminar Series for emerging and established downtown businesspeople who are looking to enhance their skills and knowledge in various aspects of their business portfolio including but not limited to leadership, management, sales, marketing, and visual space for current Downtown/ACD business or individuals looking to locate in district
 - ii. Work with City of Las Cruces (CLC) to stand up and implement creative economy technical assistance programs
 - iii. One-on One-technical assistance targeted assistance to current Downtown/ACD businesspeople looking to gain new insights, strategies, and best practices that they can apply to their daily work to stay ahead of the professional curve
 - iv. Writing Workshops and Roundtables for people who are looking to pursue a career in writing, as well as those who simply enjoy writing as a hobby ore creative outlet, may be targeted to individuals who are interested in writing fiction, non-fiction, poetry, or screen plays and cater to writers of different levels of experience
 - b. Business/District Promotion
 - i. Promotion of TIDD and ACD districts as commercial and cultural corridors
 - 1. Develop and post regularly scheduled blog spots/press releases and social media content featuring district and activities/events in Downtown/ACD Promote/advertise projects and programs of DLCP/ACD
 - 2. Promote/advertise projects and programs of DLCP/ACD
 - 3. Produce six video Business Spotlights between July 1, 2023, and June 30, 2024
 - 4. Produce six video ACD Icons between July 1, 2023, and June 30, 2024

Planning and Development Service Related to Downtown Revitalization

III. Develop and produce targeted marketing and promotion action plan and assets for DLCP/ACD promotional efforts and events including:

- i. Zombie Walk
- ii. Chile Drop
- iii. LitFest- cultivate this as and ACD-centric community event to expand on outreach and participation

IV. Reporting

- a. State of Downtown Annual impact report
- b. Regularly scheduled update meetings with Economic Development

V. Capital Outlay

- a. Direct Current ACD Capital Outlay Projects
- b. Seek additional State appropriations and New Mexico MainStreet (NMMS) Capital Outlay Funds for District Projects such as the Amador Hotel (if possible)
- c. Work with NMMS to inventory and survey Downtown and ACD for potential low-cost high impact design projects that will positively affect district.

DELIVERABLE/ OUTPUT: In order to insure sustainable economic development, DLCP will have secured funding, by written commitment or award letter, from public or private sector in the amount equal to or greater than \$120,000, including New Mexico MainStreet Technical Assistance hours. The funding shall be exclusive of funding received from the City. If DLCP does not meet the performance measure, DLCP will present a workable plan to the City that will demonstrate effort toward self-sufficiency. Funding received from the City is for payment of services and is not intended to fund the operating costs of DLCP, in compliance with N.M. Const. art. IX, §14.

DLCP shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. DLCP shall require and shall assure all the DLCP's employees and subcontractors maintain all required licenses, including without limitation all professional and business licenses. DLCP must maintain New Mexico Main Street accreditation.

PP

EXHIBIT B

RATE STRUCTURE & CONFORMED BILLING

OBJECTIVE: As per the agreement between the City of Las Cruces and the Downtown Las Cruces Partnership (DLCP), the table below outlines the agreed upon rate structure and conformed billing categories which will be used when invoicing the City pursuant to the Scope of Services outlined within the Agreement. Any conditions or changes to these categories shall be agreed upon in advance by both parties.

I. TOTAL CONTRACT NOT TO EXCEED **\$120,000** including applicable Gross Receipts Tax for the period of performance.

II. Cost per unit of service procured:

Service Description	Approximate %/Time Allocation	Budget Allocation
Business Support Services for Emerging and Established Businesses	60%	\$72,000
Develop and produce targeted marketing and promotion action plan for DLCP/ACD	35%	\$42,000
Business Networking/Merchant meetings- quarterly	5%	\$6,000
TOTAL CONTRACT AMOUNT NOT TO EXCEED		\$120,000

- **Business Support Services for Emerging and Established Businesses:** to be billed at an estimated \$6,000 monthly, in an estimated amount of \$72,000 annually.
- **Develop and produce targeted marketing and promotion action plan for DLCP/ACD:** to be billed at an estimated \$3,500 monthly, in an estimated amount of \$42,000 annually.
- **Business Networking/Merchant meetings- quarterly:** to be billed at an estimated \$500 monthly, in an estimated amount of \$6,000 annually.

III. Changes to budget allocation

- DLCP may budget 10 percent across line items based on the various types of services being provided and required for the individual companies/requirements during the period of performance without prior City approval.
- Any budget across line items above 10 percent must be requested in writing to the City for approval. This request should include the changes requested and justification.



DOWNLAS-01

ANOCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 3830 E Lohman Avenue Suite 3 Las Cruces, NM 88011-8446	CONTACT NAME: Angelica Noce PHONE (A/C, No, Ext): (575) 323-6019 FAX (A/C, No): (866) 595-6750 E-MAIL ADDRESS: angelica.noce@hubinternational.com														
INSURED Downtown Las Cruces Partnership 138 S Water Las Cruces, NM 88001	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Insurance Group</td> <td>914</td> </tr> <tr> <td>INSURER B : Sentinel Insurance Company, Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Insurance Group	914	INSURER B : Sentinel Insurance Company, Ltd.	11000	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Insurance Group	914														
INSURER B : Sentinel Insurance Company, Ltd.	11000														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	☒	34 SBA PN0438	8/24/2022	8/24/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
							E.I. EACH ACCIDENT \$
							E.I. DISEASE - EA EMPLOYEE \$
							E.I. DISEASE - POLICY LIMIT \$
B	Professional Liabili			34 SBA PN0438	8/24/2022	8/24/2023	1,000,000

* DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



26-012

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	Adopted: July 21, 2025		
Drafter:	Vanessa Perez	Department:	Financial Services
Program:	Budget	Line of Business:	Fiscal Management
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT FOURTH QUARTER BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2024-25 BUDGET.		

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

PURPOSE(S) OF ACTION:
To amend the FY2025 budget through various adjustments.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
City of Las Cruces (City) staff will prepare budget adjustments for the fiscal year starting July 1, 2024 through June 30, 2025. Adjustments include funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City operations.

The budget adjustments proposed within this Resolution will not deplete the City's 2/12ths reserve requirement for the General Fund.

SUPPORT INFORMATION:
[Exhibit "A" - Fund Summaries](#)
[Attachment "A" - Summary of Adjustments](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

Agenda Item #7.1.

BUDGETED AMOUNT: Various

AVAILABLE AMOUNT: Various

EXPENDITURE AMOUNT:
Various

Funding Source(s):

Various

Overall Budget Impact:

Please refer to Exhibit "A" Fund Summaries

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

☒ Yes

☐ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and accept the budget adjustments as presented, and will adjust the City's FY2024-25 budget.
2. Vote "No"; this will not approve the Resolution nor accept the budget adjustments as presented, and will not adjust the City's FY2024-25 budget.
3. Vote to "Amend"; this will delay the process of spending the funds within the predetermined funding schedule and require direction to staff.
4. Vote to "Table"; this will impact the City's ability to utilize funds and may impact programs and services.

REFERENCE INFORMATION:

Attachment "A" Budget Adjustment Summary

RESOLUTION 26-012

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT FOURTH QUARTER BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2024-25 BUDGET.

The City Council is informed that:

WHEREAS, City of Las Cruces (City) staff members have prepared a quarterly budget adjustment for the fiscal year starting July 1, 2024 through June 30, 2025; and

WHEREAS, the quarterly budget adjustment includes funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City operations; and

WHEREAS, this adjustment will not deplete the General Fund 2/12ths reserve requirement.

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

(I)

THAT the FY2025 Fourth Quarter budget adjustments as indicated in Exhibit "A", attached hereto and made a 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

Agenda Item #7.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	1000 GENERAL FUND 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 64,632,176	71,866,072	0	71,866,072
Revenues				
Municipal Gross Receipts Tax	55,085,239	55,085,239	0	55,085,239
Public Safety Gross Receipts Tax	4,880,700	4,880,700	0	4,880,700
Hold Harmless Replacement GRT	16,489,171	16,489,171	0	16,489,171
State-Shared Gross Receipts Tax	47,825,436	50,825,436	0	50,825,436
Environmental Gross Receipts Tax	2,259,525	2,259,525	0	2,259,525
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	21,000	21,000	0	21,000
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	825,000	825,000	0	825,000
Lodgers Tax	0	0	0	0
Property Taxes	13,655,649	13,655,649	0	13,655,649
Payment In Lieu of Property Tax	936,002	936,002	0	936,002
Franchise Fees	2,979,240	2,979,240	0	2,979,240
Payment In Lieu of Franchise Fees	1,709,054	1,709,054	0	1,709,054
Licenses, Fees & Permits	3,289,510	3,308,510	0	3,308,510
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	151,180	151,180	0	151,180
Charges For Services	6,635,316	8,006,816	0	8,006,816
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	5,579,985	5,579,985	0	5,579,985
Investment Income	0	0	0	0
Miscellaneous Revenues	140,112	140,112	0	140,112
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	162,462,119	166,852,619	0	166,852,619
TOTAL RESOURCES	\$ 227,094,295	238,718,691	0	238,718,691
Expenditures				
General Government	5,224,507	5,396,459	0	5,396,459
Legislative	1,041,479	1,121,391	0	1,121,391
Municipal Court	2,343,330	2,343,330	0	2,343,330
Chief Administrative Officer-600	338,302	338,302	0	338,302
City Manager-300	7,542,094	8,109,390	72,576	8,181,966
Legal	2,432,755	2,360,179	(72,576)	2,287,603
Las Cruces Police Department	38,153,777	38,157,777	0	38,157,777
Las Cruces Fire Department	26,683,389	28,900,624	0	28,900,624
Utilities	0	0	0	0
Economic Development	6,768,274	7,225,976	0	7,225,976
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	3,680,618	3,693,106	0	3,693,106
Financial Services	8,143,181	8,128,245	0	8,128,245
Information Technology	6,666,026	6,684,407	0	6,684,407
Fleet	0	0	0	0
Assistant City Manager-500	9,293,424	9,418,425	0	9,418,425
Parks & Recreation	20,574,864	20,595,114	0	20,595,114
Community Development	5,438,271	5,415,890	0	5,415,890
Quality of Life	10,225,836	10,210,584	0	10,210,584
Public Works	11,093,284	11,270,821	0	11,270,821
MVRDA	0	0	0	0
Total Expenditures	\$ 165,643,411	169,370,020	0	169,370,020
Other Resources				
Operating Transfers In	0	307,429	0	307,429
Operating Transfers Out	(29,971,049)	(33,363,534)	2,994	(33,360,540)
Total Other Resources	\$ (29,971,049)	(33,056,105)	2,994	(33,053,111)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 31,479,835	36,292,566	2,994	36,295,560
Required Reserve:				
State Required 1/12th	13,803,618	14,114,169	0	14,114,169
Local CLC 1/12th	13,803,618	14,114,169	0	14,114,169
AVAILABLE BALANCE	\$ 3,872,599	8,064,228	2,994	8,067,222

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	2013 AFFORDABLE HOUSING TRUST 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 1,884,027	8,014,604	0	8,014,604
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	6,032,484	0	6,032,484
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	6,032,484	0	6,032,484
TOTAL RESOURCES	\$ 1,884,027	14,047,088	0	14,047,088
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	0	0	0	0
City Manager-300	792,907	6,665,241	402,102	7,067,343
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
MVRDA	0	0	0	0
Total Expenditures	\$ 792,907	6,665,241	402,102	7,067,343
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	\$ 1,091,120	7,381,847	(402,102)	6,979,745

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	2100 SPECIAL REVENUE REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 270,735	249,231	0	249,231
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	4,000	0	4,000
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	185,500	205,500	4,700	210,200
Federal Grants	15,245,266	18,312,500	0	18,312,500
State Grants	7,421,065	8,559,891	0	8,559,891
Local Grants	0	3,856	0	3,856
Debt Service	0	0	0	0
Total Revenues	22,851,831	27,085,747	4,700	27,090,447
TOTAL RESOURCES	\$ 23,122,566	27,334,978	4,700	27,339,678
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	0	0	0	0
City Manager-300	9,300,103	11,160,103	0	11,160,103
Legal	0	0	0	0
Las Cruces Police Department	4,248,063	4,990,663	0	4,990,663
Las Cruces Fire Department	1,415,683	1,251,218	0	1,251,218
Utilities	378,926	385,367	(194,431)	190,936
Economic Development	4,860,890	4,309,028	0	4,309,028
Internal Audit	0	0	0	0
Assistant City Manager-400	148,183	305,337	0	305,337
Human Resources	0	0	0	0
Financial Services	366,296	298,255	0	298,255
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	150,000	860,190	0	860,190
Parks & Recreation	0	803,635	0	803,635
Community Development	277,223	277,223	0	277,223
Quality of Life	1,479,054	2,330,513	4,700	2,335,213
Public Works	230,196	51,638	0	51,638
MVRDA	0	0	0	0
Total Expenditures	\$ 22,854,617	27,023,170	(189,731)	26,833,439
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	\$ 267,949	311,808	194,431	506,239

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	2705 TELSHOR FACILITY 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 36,833,769	68,535,784	0	68,535,784
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	60,000	60,000	0	60,000
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	25,000	25,000	0	25,000
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	85,000	85,000	0	85,000
TOTAL RESOURCES	\$ 36,918,769	68,620,784	0	68,620,784
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	0	0	0	0
City Manager-300	18,578,000	17,687,492	0	17,687,492
Legal	0	0	0	0
Las Cruces Police Department	1,100,000	1,100,000	0	1,100,000
Las Cruces Fire Department	2,000,000	2,000,000	0	2,000,000
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	1,000,000	1,000,000	0	1,000,000
Parks & Recreation	4,450,000	4,450,000	0	4,450,000
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	346,000	60,177	406,177
MVRDA	0	0	0	0
Total Expenditures	\$ 27,128,000	26,583,492	60,177	26,643,669
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(1,417,513)	(1,417,513)	0	(1,417,513)
Total Other Resources	\$ (1,417,513)	(1,417,513)	0	(1,417,513)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 8,373,256	40,619,779	(60,177)	40,559,602

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	2810 GAS TAX 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 2,083,849	2,346,626	0	2,346,626
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	2,150,000	2,150,000	0	2,150,000
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	60,000	60,000	0	60,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	2,210,000	2,210,000	0	2,210,000
TOTAL RESOURCES	\$ 4,293,849	4,556,626	0	4,556,626
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	15,000	15,000	0	15,000
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	2,784,831	2,784,831	140,000	2,924,831
MVRDA	0	0	0	0
Total Expenditures	\$ 2,799,831	2,799,831	140,000	2,939,831
Other Resources				
Operating Transfers In	0	29,943	0	29,943
Operating Transfers Out	(365,819)	(365,819)	0	(365,819)
Total Other Resources	\$ (365,819)	(335,876)	0	(335,876)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 1,128,199	1,420,919	(140,000)	1,280,919

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	3294 2015B HOLD HARMLESS DS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 36,486	37,369	0	37,369
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	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 36,486	37,369	0	37,369
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	295,279	295,279	0	295,279
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
MVRDA	0	0	0	0
Total Expenditures	\$ 295,279	295,279	0	295,279
Other Resources				
Operating Transfers In	295,168	295,168	9,251	304,419
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 295,168	295,168	9,251	304,419
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 36,375	37,258	9,251	46,509

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	3634 2020 NMFA STREETS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 44,726	55,548	0	55,548
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	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 44,726	55,548	0	55,548
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	253,384	253,384	0	253,384
MVRDA	0	0	0	0
Total Expenditures	\$ 253,384	253,384	0	253,384
Other Resources				
Operating Transfers In	253,139	253,139	116,956	370,095
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 253,139	253,139	116,956	370,095
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 44,481	55,303	116,956	172,259

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	3635 2020 NMFA FLOOD 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 33,178	27,863	0	27,863
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	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 33,178	27,863	0	27,863
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	192,648	192,648	0	192,648
MVRDA	0	0	0	0
Total Expenditures	\$ 192,648	192,648	0	192,648
Other Resources				
Operating Transfers In	192,459	192,459	239,595	432,054
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 192,459	192,459	239,595	432,054
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 32,989	27,674	239,595	267,269

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	3636 23 NMFA STREETS DBT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 82,084	83,529	0	83,529
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	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 82,084	83,529	0	83,529
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	960,007	985,007	0	985,007
MVRDA	0	0	0	0
Total Expenditures	\$ 960,007	985,007	0	985,007
Other Resources				
Operating Transfers In	985,007	985,007	(2,994)	982,013
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 985,007	985,007	(2,994)	982,013
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 107,084	83,529	(2,994)	80,535

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	4505 2015B HHS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 522,389	13,579	0	13,579
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	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 522,389	13,579	0	13,579
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	522,389	522,389	(522,389)	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
MVRDA	0	0	0	0
Total Expenditures	\$ 522,389	522,389	(522,389)	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(9,251)	(9,251)
Total Other Resources	\$ 0	0	(9,251)	(9,251)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	(508,810)	513,138	4,328

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	4634 2020 NMFA MGRT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 2,332,875	1,042,923	0	1,042,923
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	20,000	45,000	0	45,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	20,000	45,000	0	45,000
TOTAL RESOURCES	\$ 2,352,875	1,087,923	0	1,087,923
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	1,843,335	1,087,923	(356,551)	731,372
MVRDA	0	0	0	0
Total Expenditures	\$ 1,843,335	1,087,923	(356,551)	731,372
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(356,551)	(356,551)
Total Other Resources	\$ 0	0	(356,551)	(356,551)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 509,540	0	0	0

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	5205 GAS CONTINGENCY FUND 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 61,894	167,818	0	167,818
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	6,000	6,000	0	6,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	6,000	6,000	0	6,000
TOTAL RESOURCES	\$ 67,894	173,818	0	173,818
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	50,000	50,000	0	50,000
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
MVRDA	0	0	0	0
Total Expenditures	\$ 50,000	50,000	0	50,000
Other Resources				
Operating Transfers In	0	0	5,000	5,000
Operating Transfers Out	0	(170)	0	(170)
Total Other Resources	\$ 0	(170)	5,000	4,830
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 17,894	123,648	5,000	128,648

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	5920 TRANSIT OPERATING 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ (575)	(1,815,060)	0	(1,815,060)
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	1,113	1,113
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	1,113	1,113
TOTAL RESOURCES	\$ (575)	(1,815,060)	1,113	(1,813,947)
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	1,598,182	4,081,488	1,113	4,082,601
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
MVRDA	0	0	0	0
Total Expenditures	\$ 1,598,182	4,081,488	1,113	4,082,601
Other Resources				
Operating Transfers In	2,848,508	5,896,548	0	5,896,548
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 2,848,508	5,896,548	0	5,896,548
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 1,249,751	0	0	0

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	5923 TRANSIT CAPITAL 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 3,897,404	810,064	0	810,064
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	13,804,155	14,281,334	(73,951)	14,207,383
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	13,804,155	14,281,334	(73,951)	14,207,383
TOTAL RESOURCES	\$ 17,701,559	15,091,398	(73,951)	15,017,447
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	13,662,133	14,794,747	(82,207)	14,712,540
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	2,709,656	178,636	0	178,636
MVRDA	0	0	0	0
Total Expenditures	\$ 16,371,789	14,973,383	(82,207)	14,891,176
Other Resources				
Operating Transfers In	857,059	857,059	0	857,059
Operating Transfers Out	0	(340,037)	0	(340,037)
Total Other Resources	\$ 857,059	517,022	0	517,022
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 2,186,829	635,037	8,256	643,293

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	5930 ALTERNATIVE FUELS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 5,000	5,000	0	5,000
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	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 5,000	5,000	0	5,000
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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
MVRDA	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(5,000)	(5,000)
Total Other Resources	\$ 0	0	(5,000)	(5,000)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 5,000	5,000	(5,000)	0

BUDGET ADJUSTMENT SUMMARY

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	City Manager
PROGRAM:	Organizational Support
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$72,576
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: To move the Inspector General's salary and benefits from the Legal department to the City Manager department due to reorganization. The net effect of this adjustment is \$0.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Legal
PROGRAM:	Training
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$(72,576)
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: To move the Inspector General's salary and benefits from the Legal department to the City Manager department due to reorganization. The net effect of this adjustment is \$0.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Transfer – Out
DEPARTMENT:	Non – Department
PROGRAM:	Non – Subsection
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$
TRANSFER ADJ AMOUNT	\$(2,994.33)
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Requesting to adjust the transfer amount needed to match the corresponding amortization schedule.	

FUND NO.	2013
FUND TITLE:	Affordable Housing Trust
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	City Manager
PROGRAM:	Housing Neighborhood Services
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$402,102.40
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Revenue from the AFF Housing account has been received, this adjustment is to bring in the expense side in to re-loan funds to Tierra Del Sol Housing Corp.	

FUND NO.	2100
FUND TITLE:	Special Revenue Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Quality of Life
PROGRAM:	Long – Term Care
REVENUE ADJ AMOUNT	\$(1,300)
EXPENDITURE ADJ AMOUNT	\$(1,300)
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: This is relating to the Title III Homemaker grant contributions. About \$3,500 was originally anticipated as program income. However, the actuals are projected to \$2,200 at most. So, a \$1,300 reduction is requested in program income revenue and supplies general expenditure account to balance out the grant.	

FUND NO.	2100
FUND TITLE:	Special Revenue Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Quality of Life
PROGRAM:	Museum Visitor Experience
REVENUE ADJ AMOUNT	\$0.25
EXPENDITURE ADJ AMOUNT	\$0.25
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: According to the agreement, (Grant 23-H4096 for a Children's Museum) the award amount is \$690,746.25. This request adjusts the budget to reflect accurate available balance.	

FUND NO.	2100
FUND TITLE:	Special Revenue Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Quality of Life
PROGRAM:	Senior Nutrition
REVENUE ADJ AMOUNT	\$6,000
EXPENDITURE ADJ AMOUNT	\$6,000
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: This adjustment request increases the revenues and expenditures incoming from donations from the Senior Meal Program. The adjustment will help the budget reflect the actual incoming donations.	

FUND NO.	2100
FUND TITLE:	Special Revenue Reimbursement Grants
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Utilities
PROGRAM:	Wastewater Administration
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$(194,431.34)
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Adjustment will reflect actual available balance.	

FUND NO.	2705
FUND TITLE:	Telshor Facility
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Administration
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$60,177
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: The adjustment requested is for the Grigg Walnut Monitoring Wells, and the related requirements. Costs were higher than originally planned, and the Budget Adjustment is needed to increase the budget and cover all costs.	

FUND NO.	2810
FUND TITLE:	Gas Tax
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Street Management
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$140,000
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: The FY25 budget for vehicle repair and maintenance from Gas Tax Fund (2810) exceeded its budget due to increased repair needs associated with aging equipment. This adjustment will help to align the overall revised Fund 2810 budget with actual expenditures.	

FUND NO.	3294
FUND TITLE:	2015B Hold Harmless DS
TYPE OF ADJUSTMENT:	Transfer – In
DEPARTMENT:	Non – Department
PROGRAM:	Non – Subsection
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$
TRANSFER ADJ AMOUNT	\$9,251.21
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Transfer adjustment needed for this project needs adjusting as the project has been completed.	

FUND NO.	3634
FUND TITLE:	2020 NMFA Streets
TYPE OF ADJUSTMENT:	Transfer – In
DEPARTMENT:	Non – Department
PROGRAM:	Non – Subsection
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$
TRANSFER ADJ AMOUNT	\$116,956.14
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Transfer adjustment needed for this project needs adjusting as the project has been completed.	

FUND NO.	3635
FUND TITLE:	2020 NMFA Flood
TYPE OF ADJUSTMENT:	Transfer – In
DEPARTMENT:	Non – Department
PROGRAM:	Non – Subsection
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$
TRANSFER ADJ AMOUNT	\$239,594.56
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Transfer adjustment needed for this project needs adjusting as the project has been completed.	

FUND NO.	3636
FUND TITLE:	23 NMFA Streets DBT
TYPE OF ADJUSTMENT:	Transfer – In
DEPARTMENT:	Non – Department
PROGRAM:	Non – Subsection
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$
TRANSFER ADJ AMOUNT	\$(2,994.33)
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Requesting to adjust the transfer amount needed to match the corresponding amortization schedule.	

FUND NO.	4505
FUND TITLE:	2015B HHS
TYPE OF ADJUSTMENT:	Transfer – Out
DEPARTMENT:	Non – Department
PROGRAM:	Non – Subsection
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$
TRANSFER ADJ AMOUNT	\$9,251.21
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Transfer adjustment needed for this project needs adjusting as the project has been completed.	

FUND NO.	4505
FUND TITLE:	2015B HHS
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Economic Development
PROGRAM:	Business Development
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$(354,774)
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Adjustment of budget required as this project has been completed.	

FUND NO.	4505
FUND TITLE:	2015B HHS
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Economic Development
PROGRAM:	Destination Downtown
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$(167,615)
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Adjustment of budget required as this project has been completed.	

FUND NO.	4634
FUND TITLE:	2020 NMFA MGRT
TYPE OF ADJUSTMENT:	Transfer – Out
DEPARTMENT:	Non – Department
PROGRAM:	Non - Subsection
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$
TRANSFER ADJ AMOUNT	\$356,550.70
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Decreasing budget to return funding to the debt service fund as the project has been completed.	

FUND NO.	4634
FUND TITLE:	2020 NMFA MGRT
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$
TRANSFER ADJ AMOUNT	\$(356,550.40)
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Adjusting budget to return funding to the debt service fund as the project has been completed.	

FUND NO.	5205
FUND TITLE:	Gas Contingency Fund
TYPE OF ADJUSTMENT:	Transfer – In
DEPARTMENT:	Non – Department
PROGRAM:	Non – Subsection
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$
TRANSFER ADJ AMOUNT	\$5,000
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Transferring in funding from Fund 5930 to close Fund 5930.	

FUND NO.	5920
FUND TITLE:	Transit Operating
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	City Manager
PROGRAM:	Fixed Route
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$1,113.26
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Adjusting fund to reflect accurate available balance.	

FUND NO.	5920
FUND TITLE:	Transit Operating
TYPE OF ADJUSTMENT:	Revenue
DEPARTMENT:	Non – Department
PROGRAM:	Non – Subsection
REVENUE ADJ AMOUNT	\$1,113
EXPENDITURE ADJ AMOUNT	\$
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Recognizing revenue generated through regular Transit operations.	

FUND NO.	5923
FUND TITLE:	Transit Capital
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	City Manager
PROGRAM:	Fixed Route
REVENUE ADJ AMOUNT	\$(73,951)
EXPENDITURE ADJ AMOUNT	\$(82,206.78)
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Adjusting fund to reflect accurate available balances, a portion of the Transit grants has already been spent.	

FUND NO.	5930
FUND TITLE:	Alternative Fuels
TYPE OF ADJUSTMENT:	Transfer – Out
DEPARTMENT:	Non - Department
PROGRAM:	Non – Subsection
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$
TRANSFER ADJ AMOUNT	\$5,000
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Transferring out the remaining fund balance to close this fund.	



26-013

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: July 21, 2025		
Drafter:	Vanessa Perez	Department:	Financial Services
Program:	Budget	Line of Business:	Fiscal Management
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025-26 BUDGET.		

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

PURPOSE(S) OF ACTION:
To amend the FY2026 budget through various adjustments.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
City of Las Cruces (City) staff will prepare budget adjustments for the fiscal year starting July 1, 2025 through June 30, 2026. Adjustments include funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City operations.

The budget adjustments proposed within this Resolution will not deplete the City's 2/12ths reserve requirement for the General Fund.

SUPPORT INFORMATION:
[Exhibit "A" - Fund Summaries](#)
[Attachment "A" - Summary of Adjustments](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

Agenda Item #7.2.

BUDGETED AMOUNT: Various

AVAILABLE AMOUNT: Various

EXPENDITURE AMOUNT:
Various

Funding Source(s):

Various

Overall Budget Impact:

Please refer to Exhibit "A" Fund Summaries

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and accept the budget adjustments as presented, and will adjust the City's FY2025-26 budget.
2. Vote "No"; this will not approve the Resolution nor accept the budget adjustments as presented, and will not adjust the City's FY2025-26 budget.
3. Vote to "Amend"; this will delay the process of spending the funds within the predetermined funding schedule and require direction to staff.
4. Vote to "Table"; this will impact the City's ability to utilize funds and may impact programs and services.

REFERENCE INFORMATION:

Attachment "A" Budget Adjustment Summary

RESOLUTION 26-013

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025-26 BUDGET.

The City Council is informed that:

WHEREAS, City of Las Cruces (City) staff members have prepared a quarterly budget adjustment for the fiscal year starting July 1, 2025 through June 30, 2026; and

WHEREAS, the quarterly budget adjustment includes funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City operations; and

WHEREAS, this adjustment will not deplete the General Fund 2/12ths reserve requirement.

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

(I)

THAT the FY2025 various budget adjustments as indicated in Exhibit "A", attached hereto and made a 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	0	0	76,170,624
Revenues				
Municipal Gross Receipts Tax	55,085,239	55,085,239	0	55,085,239
Public Safety Gross Receipts Tax	4,880,700	4,880,700	0	4,880,700
Hold Harmless Replacement GRT	17,000,000	17,000,000	0	17,000,000
State-Shared Gross Receipts Tax	50,825,436	50,825,436	0	50,825,436
Environmental Gross Receipts Tax	2,259,525	2,259,525	0	2,259,525
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	21,000	21,000	0	21,000
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	750,000	750,000	0	750,000
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	3,250,210	0	3,250,210
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	7,186,977	0	7,186,977
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	5,133,474	0	5,133,474
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	166,520,698	0	166,520,698
TOTAL RESOURCES	\$ 242,691,322	166,520,698	0	242,691,322
Expenditures				
General Government	5,691,810	5,691,810	0	5,691,810
Legislative	625,652	625,652	0	625,652
Municipal Court	2,078,720	2,078,720	0	2,078,720
Chief Administrative Officer-600	396,276	396,276	0	396,276
City Manager-300	8,676,896	8,676,896	186,084	8,862,980
Legal	2,695,452	2,695,452	0	2,695,452
Las Cruces Police Department	41,095,936	41,095,936	0	41,095,936
Las Cruces Fire Department	31,139,578	31,139,578	0	31,139,578
Utilities	0	0	0	0
Economic Development	5,778,336	5,778,336	165,081	5,943,417
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	3,333,275	3,333,275	0	3,333,275
Financial Services	7,963,871	7,963,871	0	7,963,871
Information Technology	7,541,061	7,541,061	329,204	7,870,265
Fleet	0	0	0	0
Assistant City Manager-500	8,717,060	8,717,060	0	8,717,060
Parks & Recreation	20,374,203	20,374,203	227,157	20,601,360
Community Development	5,059,753	5,059,753	(165,081)	4,894,672
Quality of Life	11,320,216	11,320,216	57,118	11,377,334
Public Works	12,826,692	12,826,692	0	12,826,692
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 175,314,787	175,314,787	799,563	176,114,350
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(34,631,452)	(34,631,452)	0	(34,631,452)
Total Other Resources	\$ (34,631,452)	(34,631,452)	0	(34,631,452)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 32,745,083	(43,425,541)	(799,563)	31,945,520
Required Reserve:				
State Required 1/12th	14,609,566	14,609,566	66,631	14,676,197
Local CLC 1/12th	14,609,566	14,609,566	66,631	14,676,197
AVAILABLE BALANCE	\$ 3,525,951	(72,644,673)	(932,825)	2,593,126

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

Exhibit "A"

	2100 SPECIAL REVENUE REIMB GRANTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 249,231	0	0	249,231
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	4,000	4,000
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	182,000	182,000	0	182,000
Federal Grants	9,229,523	9,229,523	0	9,229,523
State Grants	4,573,536	4,573,536	375,000	4,948,536
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	13,985,059	13,985,059	379,000	14,364,059
TOTAL RESOURCES	\$ 14,234,290	13,985,059	379,000	14,613,290
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	0	0	0	0
City Manager-300	5,768,725	5,768,725	0	5,768,725
Legal	0	0	0	0
Las Cruces Police Department	1,581,852	1,581,852	379,000	1,960,852
Las Cruces Fire Department	568,628	568,628	0	568,628
Utilities	194,431	194,431	0	194,431
Economic Development	2,869,028	2,869,028	0	2,869,028
Internal Audit	0	0	0	0
Assistant City Manager-400	91,701	91,701	0	91,701
Human Resources	0	0	0	0
Financial Services	144,822	144,822	0	144,822
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	820,993	820,993	0	820,993
Parks & Recreation	446,219	446,219	0	446,219
Community Development	0	0	0	0
Quality of Life	1,447,022	1,447,022	0	1,447,022
Public Works	51,638	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 13,985,059	13,985,059	379,000	14,364,059
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 249,231	0	0	249,231

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

Exhibit "A"

	2472 VEHICLE FORFEITURE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 104,173	0	0	104,173
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	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 104,173	0	0	104,173
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	66,000	66,000
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
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	66,000	66,000
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	\$ 104,173	0	(66,000)	38,173

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

Exhibit "A"

	2650 FLOOD CONTROL OPERATIONS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 2,528,155	0	0	2,528,155
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	5,800,000	5,800,000	0	5,800,000
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	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	5,800,000	5,800,000	0	5,800,000
TOTAL RESOURCES	\$ 8,328,155	5,800,000	0	8,328,155
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	4,289,689	4,289,689	(615,701)	3,673,988
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 4,289,689	4,289,689	(615,701)	3,673,988
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(1,986,700)	(1,986,700)	0	(1,986,700)
Total Other Resources	\$ (1,986,700)	(1,986,700)	0	(1,986,700)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 2,051,766	(476,389)	615,701	2,667,467

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

Exhibit "A"

	2705 TELSHOR FACILITY 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 61,470,004	0	0	61,470,004
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	60,000	60,000	0	60,000
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	25,000	25,000	0	25,000
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	85,000	85,000	0	85,000
TOTAL RESOURCES	\$ 61,555,004	85,000	0	61,555,004
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	0	0	0	0
City Manager-300	15,162,198	15,162,198	2,164,000	17,326,198
Legal	0	0	0	0
Las Cruces Police Department	431,410	431,410	0	431,410
Las Cruces Fire Department	2,000,000	2,000,000	0	2,000,000
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	95,300	95,300	713,387	808,687
Parks & Recreation	3,798,498	3,798,498	0	3,798,498
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 21,487,406	21,487,406	2,877,387	24,364,793
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(1,301,766)	(1,301,766)	0	(1,301,766)
Total Other Resources	\$ (1,301,766)	(1,301,766)	0	(1,301,766)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 38,765,832	(22,704,172)	(2,877,387)	35,888,445

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	3,733,290	1,412,104	5,145,394
State Grants	21,868,273	21,868,273	851,000	22,719,273
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	25,601,563	25,601,563	2,263,104	27,864,667
TOTAL RESOURCES	\$ 25,601,563	25,601,563	2,263,104	27,864,667
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	0	0	0	0
City Manager-300	6,212,832	6,212,832	0	6,212,832
Legal	0	0	0	0
Las Cruces Police Department	154,751	154,751	0	154,751
Las Cruces Fire Department	159,338	159,338	0	159,338
Utilities	0	0	0	0
Economic Development	1,710,644	1,710,644	0	1,710,644
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	3,454,531	3,454,531	1,412,104	4,866,635
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	13,909,467	13,909,467	774,936	14,684,403
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 25,601,563	25,601,563	2,187,040	27,788,603
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	76,064	76,064

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

Exhibit "A"

	4106 PUBLIC PARK DEVELOPMENT 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 5,430,771	0	0	5,430,771
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	1,440,622	1,440,622	0	1,440,622
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	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	1,440,622	1,440,622	0	1,440,622
TOTAL RESOURCES	\$ 6,871,393	1,440,622	0	6,871,393
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	5,652,921	5,652,921	13,329	5,666,250
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 5,652,921	5,652,921	13,329	5,666,250
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	\$ 1,218,472	(4,212,299)	(13,329)	1,205,143

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

Exhibit "A"

	4202 GRT STREET MAINTENANCE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 10,422,534	0	0	10,422,534
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 Maintenance 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	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 10,422,534	0	0	10,422,534
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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	9,918,488	9,918,488	1,650,947	11,569,435
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 9,918,488	9,918,488	1,650,947	11,569,435
Other Resources				
Operating Transfers In	4,500,000	4,500,000	0	4,500,000
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 4,500,000	4,500,000	0	4,500,000
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 5,004,046	(5,418,488)	(1,650,947)	3,353,099

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	149,374	707,754	857,128
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	149,374	149,374	707,754	857,128
TOTAL RESOURCES	\$ 149,374	149,374	707,754	857,128
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer-600	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
METRO	125,657	125,657	398,351	524,008
HIDTA	23,717	23,717	309,403	333,120
Total Expenditures	\$ 149,374	149,374	707,754	857,128
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

BUDGET ADJUSTMENT SUMMARY

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	City Manager
PROGRAM:	Housing Neighborhood Services
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$186,083.79
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Requesting to carry funds over from FY25 to FY26 for the Jardin de los Niños re-roof project.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Community Development
PROGRAM:	Community Planning
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$(165,081.28)
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Adjusting salary and benefit expenditures in Community Development to reflect accurate funding.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Economic Development
PROGRAM:	Administration – ED
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$165,081.28
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Adjusting salary and benefit expenditures in Economic Development to reflect accurate funding.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Information Technology
PROGRAM:	IT Infrastructure
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$157,709.99
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Requesting to carry over funds from FY25 to FY26 for a purchase order related to the P25 Viva Core Upgrade.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Information Technology
PROGRAM:	Radio / Communications
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$171,494.05
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Requesting to carry over funds from FY25 to FY26 for a purchase order related to the P25 Viva Core Upgrade.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Administration – P&R
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$159,100
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Funding is needed for overtime for the first quarter of FY26.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Sports Fields
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$68,056.83
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: The Recreation Trails Program grant was reauthorized in late FY25 and therefore was not budgeted in FY26. Requesting to carry over the match portion for this grant.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Quality of Life
PROGRAM:	Senior Nutrition
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$57,117.76
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Requesting to carry over funds from FY25 to FY26 for kitchen improvements in the Eastside Senior Center.	

FUND NO.	2100
FUND TITLE:	Special Revenue Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Police
PROGRAM:	Administration – PD
REVENUE ADJ AMOUNT	\$379,000
EXPENDITURE ADJ AMOUNT	\$379,000
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Requesting to carry over two grants that were approved in late FY25 and did not make it through the regular budget cycle for FY26.	

FUND NO.	2650
FUND TITLE:	Flood Control Operations
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Administration – PW
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$(713,387.23)
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Moving budget from fund 2650 to 2705 for various projects as they were budgeted for in the incorrect fund.	

FUND NO.	2650
FUND TITLE:	Flood Control Operations
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$77,686.51
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	Ni
REASON FOR ADJUSTMENT: While funding was allocated in FY26 for CIP-Annual Storm Water System Mapping, the amount is insufficient compared to the typical annual allocation. This requested increase ensures the budget reflects the full CIP annual allocation of \$100,000, for the storm water system mapping.	

FUND NO.	2650
FUND TITLE:	Flood Control Operations
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Street Management
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$20,000
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Budget requested for the purchase of chemical supplies. The amount was requested during the FY26 budget cycle but due to technical issues with Munis, was missed.	

FUND NO.	2705
FUND TITLE:	Telshor Facility
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	City Manager
PROGRAM:	Facilities Management
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$713,387.23
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Moving budget from fund 2650 to 2705 for various projects as they were budgeted for in the incorrect fund.	

FUND NO.	2705
FUND TITLE:	Telshor Facility
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	City Manager
PROGRAM:	Housing Neighborhood Services
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$164,000
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: To bring in the FY26 approved funding for Homeless Outreach Program.	

FUND NO.	2705
FUND TITLE:	Telshor Facility
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	City Manager
PROGRAM:	Housing Neighborhood Services
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$2,000,000
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Adjusting the Peachtree Phase 1 funding amount by \$2 million. The original appropriation for this project was \$4 million, only \$2 million were budgeted for in FY26. None of the funding has been spent, and therefore, we are returning this project's balance to its full amount.	

FUND NO.	4100
FUND TITLE:	Capital Projects Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Community Forestry
REVENUE ADJ AMOUNT	\$412,103.56
EXPENDITURE ADJ AMOUNT	\$412,103.56
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: The Recreation Trails Program grant was reauthorized in late FY25 and therefore was not budgeted in FY26. Requesting to carry over the funds for this grant.	

FUND NO.	4100
FUND TITLE:	Capital Projects Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Sports Fields
REVENUE ADJ AMOUNT	\$1,000,000
EXPENDITURE ADJ AMOUNT	\$1,000,000
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Requesting to carry over funds from FY25 to FY26 for the Trails + Las Cruces Bike Park grant.	

FUND NO.	4100
FUND TITLE:	Capital Projects Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Public Works
PROGRAM:	Architectural Management
REVENUE ADJ AMOUNT	\$301,000
EXPENDITURE ADJ AMOUNT	\$301,000
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Requesting to carry over the La Casa Appropriation from FY25 to FY26.	

FUND NO.	4100
FUND TITLE:	Capital Projects Reimbursement Grants
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$(76,064.05)
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Funding within this project was spent in FY25 and cannot be used in FY26. Adjusting account to reflect accurate available balance.	

FUND NO.	4100
FUND TITLE:	Capital Projects Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	\$550,000
EXPENDITURE ADJ AMOUNT	\$550,000
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Requesting to carry over funds from FY25 to FY26 for the Las cruces East Mesa Roads Construction grant.	

FUND NO.	4106
FUND TITLE:	Public
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Administration – P&R
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$13,328.78
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: The Recreation Trails Program grant was reauthorized in late FY25 and therefore was not budgeted in FY26. Requesting to carry over the match portion for this grant.	

FUND NO.	4202
FUND TITLE:	GRT Street Maintenance
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$43,333
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Public Works has been awarded Municipal Arterial Program (MAP) funding from NMDOT in FY26 for E. Lohman/Walnut Signal Improvements, which requires a local match of \$75,000. This budget adjustment will ensure sufficient funds are available to meet this requirement for the MAP MATCH.	

FUND NO.	4202
FUND TITLE:	GRT Street Maintenance
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Street Management
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$101,975.60
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: While funding was allocated in FY26 for the CIP – Annual Sidewalk Program, the amount is insufficient to meet the program’s typical scope and needs. This program is funded annually to address sidewalk repairs, ADA improvements, and pedestrian safety enhancements. We are requesting a budget of \$150,000 for FY26 to ensure the City can continue making meaningful progress on critical sidewalk infrastructure and accessibility improvements.	

FUND NO.	4202
FUND TITLE:	GRT Street Maintenance
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Traffic Management
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$958,138.86
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: The funds carried over into FY26 were not in addition to the annual CIP allocation for Transportation System Modernization ITS. As a result, the current funding level is below what is typically allocated for this program. This requested adjustment ensures the FY26 budget accurately reflects the full annual CIP allocation of \$1,000,000 aligning with standard funding levels in prior years. Without this adjustment, we will not have the necessary resources to implement critical improvements, including upgrades and maintenance.	

FUND NO.	4202
FUND TITLE:	GRT Street Maintenance
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Traffic Management
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$547,500
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: No funding was allocated in FY26 for the CIP – Annual Street Lighting and Traffic Signal Program (\$500,000) or the Annual Pavement Marking Program (\$47,500), even though this amount is typically allocated each year. This request is important to maintain consistent investment in essential infrastructure. The City uses these funds to perform necessary lighting and signal upgrades, maintenance, and safety enhancements which impact traffic flow and public safety.	

FUND NO.	7492
FUND TITLE:	HIDTA – CLC
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	HIDTA – CLC
PROGRAM:	Non - Subsection
REVENUE ADJ AMOUNT	\$309,403
EXPENDITURE ADJ AMOUNT	\$309,403
TRANSFER ADJ AMOUNT	\$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: HIDTA's operating grant was approved in late FY25 and therefore not budgeted for during the FY26 cycle. This request will do 2 things: carry over their new grant funds and adjust an already existing grant to reflect accurate available balances.	

FUND NO.	7492
FUND TITLE:	HIDTA – CLC
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	METRO Narcotics Agency
PROGRAM:	Non - Subsection
REVENUE ADJ AMOUNT	\$
EXPENDITURE ADJ AMOUNT	\$398,351
TRANSFER ADJ AMOUNT	\$398,351
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: HIDTA's operating grant was approved in late FY25 and therefore not budgeted for during the FY26 cycle. This request will do 2 things: carry over their new grant funds and adjust an already existing grant to reflect accurate available balances.	



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:		Adopted:	July 21, 2025
Drafter:	Joshua Saffell	Department:	Financial Services
Program:	Accounting	Line of Business:	Accounting & Financial Reporting
Title:	A RESOLUTION APPROVING THE JUNE 30, 2025, QUARTERLY FINANCIAL REPORT TO SUBMIT TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION.		

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

PURPOSE(S) OF ACTION:

To approve the fourth quarter financial report ending June 30, 2025.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

New Mexico Statutes Annotated (NMSA) 1978, as amended, section 6-6-2B mandates that the New Mexico Department of Finance and Administration's (DFA), Local Government Division (LGD) requires periodic financial reports from local public entities across the state. As a result, the City of Las Cruces (City) files quarterly financial reports with the DFA/LGD. DFA/LGD requires a resolution from the governing body approving the FY25 fourth quarter report, ending June 30, 2025. The deadline to submit the report to DFA/LGD is July 31, 2025.

The DFA/LGD utilizes these reports to determine the City's compliance with its adopted budget, including approved amendments. The fourth quarter report attached to the proposed resolution indicates that the City has met this requirement.

Final approval and certification of the City's FY26 budget is contingent upon the submission of several items. One item is this resolution approving the fourth quarter financial report.

SUPPORT INFORMATION:

[Exhibit A Quarterly Reporting Recap](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

Agenda Item #7.3.

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and the Quarterly Financial Report for the period ending June 30, 2025.
2. Vote "No"; this will not approve the Resolution nor the Quarterly Financial Report for the period ending June 30, 2025, and put the City in a position to violate State law.
3. Vote to "Amend"; this would allow Council to require additional information before approving the report.
4. Vote to "Table"; this could delay the approval of the Resolution to approve the Quarterly Financial Report ending June 30, 2025, that is required by the New Mexico Department of Finance and Administration.

RESOLUTION 26-014

A RESOLUTION APPROVING THE JUNE 30, 2025, QUARTERLY FINANCIAL REPORT TO SUBMIT TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION.

The City Council is informed that:

WHEREAS, New Mexico Statutes Annotated (NMSA) 1978, as amended, Section 6-6-2 mandates that the New Mexico Department of Finance and Administration's (DFA), Local Government Division (LGD) requires periodic financial reports from local public entities across the state; and

WHEREAS, as a result, the City of Las Cruces (City) files quarterly financial reports with the DFA/LGD. DFA/LGD requires a resolution from the governing body, approving the FY25 fourth quarter report, ending June 30, 2025; and

WHEREAS, the DFA/LGD utilizes these reports to determine the City's compliance with its adopted budget, including approved amendments; and

WHEREAS, the fourth quarter report attached to the proposed resolution indicates that the City has met this requirement; and

WHEREAS, approval and certification of the City's FY26 budget is contingent upon submission of several items, including this resolution approving the fourth quarter financial report.

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

(I)

THAT the City of Las Cruces hereby approves the Quarterly Financial Report to the New Mexico Department of Finance and Administration, Local Government Division, for the period ending June 30, 2025, as shown in Exhibit "A" attached hereto and made part of this Resolution.

(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

State of New Mexico Local Government Budget Management System (LGBMS)
Report Recap - Las Cruces (City) - FY2025 Q4
Printed from LGBMS on 2025-07-11 14:10:22

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserve	Adjusted Balance
11000 General Operating Fund	82,032,741.00	0.00	173,837,725.46	-25,086,032.00	119,018,840.89	-946,327.46	110,819,266.11	9,918,236.74	100,901,029.37
20100 Corrections	637,739.00	0.00	41,187.78	0.00	549,406.94	0.00	129,519.84	0.00	129,519.84
20200 Environmental	223,674.00	0.00	202,623.48	0.00	67,039.20	0.00	359,258.28	0.00	359,258.28
20600 Emergency Medical Services	1,092.00	0.00	87,426.00	0.00	87,288.22	0.00	1,229.78	0.00	1,229.78
20900 Fire Protection	141,132.00	0.00	1,041,686.69	0.00	990,732.49	0.00	192,086.20	0.00	192,086.20
21100 Law Enforcement Protection	33,000.00	0.00	375,226.86	0.00	400,995.37	0.00	7,231.49	0.00	7,231.49
21211 Law Enforcement Recruitment/Retention (YEAR 3)	0.00	0.00	1,250,000.00	0.00	1,245,841.51	-4,158.49	0.00	0.00	0.00
21221 Law of FY24 Recruitment- LER-(YEAR 2)	0.00	0.00	734,854.07	0.00	734,854.07	0.00	0.00	0.00	0.00
21400 Lodgers' Tax	4,262,370.00	0.00	2,832,977.75	0.00	0.00	0.00	7,095,347.75	0.00	7,095,347.75
21600 Municipal Street	3,441,116.00	0.00	8,228,773.31	-2,320,631.00	0.00	0.00	9,349,258.31	0.00	9,349,258.31
21700 Recreation	113,423.00	0.00	13,762.19	0.00	0.00	0.00	127,185.19	0.00	127,185.19
21800 Intergovernmental Grants	270,735.00	0.00	12,909,087.90	0.00	12,255,523.26	0.00	924,299.64	0.00	924,299.64
22300 DWI Fund	11,143.00	0.00	2,661.32	0.00	0.00	0.00	13,804.32	0.00	13,804.32
24100 Convention Center Fee	410,431.00	0.00	1,278,955.29	-699,818.10	0.00	0.00	989,568.19	0.00	989,568.19
27000 LG Abatement Opioid Fund	2,879,895.00	0.00	369,773.80	0.00	0.00	0.00	3,249,668.80	0.00	3,249,668.80
28000 Cannabis Regulation Act	0.00	0.00	739,586.72	0.00	0.00	0.00	739,586.72	0.00	739,586.72
29900 Other Special Revenue	55,641,925.00	0.00	9,783,733.00	-8,811,742.00	5,964,896.58	0.00	50,649,019.42	0.00	50,649,019.42
30100 Bond Proceeds Project	31,080,018.00	0.00	986,978.26	-796,548.96	170,000.00	0.00	31,100,447.30	0.00	31,100,447.30
30400 Road/Street Projects	915,666.00	0.00	36,690.26	0.00	0.00	0.00	952,356.26	0.00	952,356.26
30500 Gross Receipts Tax Proceeds Project	21,733,117.00	0.00	941,645.17	13,015,501.00	546,664.28	0.00	35,143,598.89	0.00	35,143,598.89
30600 NMFA Project	13,513,218.00	0.00	560,122.25	0.00	693,340.73	0.00	13,379,999.52	0.00	13,379,999.52
39900 Other Capital Projects	17,699,084.00	0.00	5,190,189.34	1,500,000.00	7,586,823.54	0.00	16,802,449.80	0.00	16,802,449.80
40100 General Obligation Bond Debt Service	11,319,922.00	0.00	6,805,282.54	0.00	65,959.40	0.00	18,059,245.14	0.00	18,059,245.14

40200 GRT Revenue Bond Debt Service	5,484,780.00	0.00	2,213,472.86	9,041,244.06	729,230.54	0.00	16,010,266.38	0.00	16,010,266.38
40400 NMFA Loan Debt Service	3,907,767.00	0.00	332,104.95	7,645,377.84	60,040.72	0.00	11,825,209.07	0.00	11,825,209.07
49900 Other Debt Service	12,243.00	0.00	0.00	154,552.00	0.00	0.00	166,795.00	0.00	166,795.00
50100 Water Enterprise	9,331,596.00	0.00	23,461,992.21	-150,000.03	27,305,617.07	0.00	5,337,971.11	0.00	5,337,971.11
50200 Solid Waste Enterprise	12,429,243.00	0.00	18,914,054.01	0.00	24,949,138.86	0.00	6,394,158.15	0.00	6,394,158.15
50300 Wastewater/Sewer Enterprise	13,013,011.00	0.00	19,423,887.66	1,150,000.03	19,708,753.50	0.00	13,878,145.19	0.00	13,878,145.19
50400 Airport Enterprise	780,075.00	0.00	2,558,486.96	156,539.16	3,979,608.58	484,507.46	0.00	0.00	0.00
51700 Gas Utility	5,870,187.00	0.00	21,590,796.92	0.00	22,571,025.11	0.00	4,889,958.81	0.00	4,889,958.81
52100 Joint Utility	351,619.00	0.00	20,001,163.35	0.00	11,634,166.49	0.00	8,718,615.86	0.00	8,718,615.86
53200 Transit Enterprise	3,901,831.00	0.00	229,085.32	11,558.00	0.00	0.00	4,142,474.32	0.00	4,142,474.32
60300 Motor Pool Services	80,044.00	0.00	6,603,277.94	0.00	7,145,141.94	461,820.00	0.00	0.00	0.00
69900 Other Internal Service	7,700,532.00	0.00	19,223,068.14	5,190,000.00	6,527,261.85	0.00	25,586,338.29	0.00	25,586,338.29
79900 Other Trust & Agency	13,833,774.00	0.00	33,006,066.53	0.00	31,541,498.73	0.00	15,298,341.80	0.00	15,298,341.80
Totals	323,058,143.00	0.00	395,808,406.29	0.00	306,529,689.87	-4,158.49	412,332,700.93	9,918,236.74	402,414,464.19



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:		Adopted:	July 21, 2025
Drafter:	Viola Perea	Department:	City Manager's Office
Program:	Internal Audit	Line of Business:	Office of the City Manager
Title:	A RESOLUTION TO APPROVE THE FISCAL YEAR 2025-2026 ANNUAL INTERNAL AUDIT PLAN.		

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

PURPOSE(S) OF ACTION:
To approve the Fiscal Year 2025-2026 Annual Internal Audit Plan.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
In accordance with the Institute of Internal Auditor’s (IIA) Global Standards for the Professional Practice of Internal Auditing (Standards), Standard 9.4 Internal Audit Plan, the Internal Audit Office has prepared a risk-based Internal Audit Plan for Fiscal Year 2025- 2026 (FY26). The FY26 Annual Internal Audit Plan outlines the activities that are expected to be performed by the Internal Audit Office during the fiscal year.

The IIA Standards require that internal auditors develop an audit plan based on risk exposure that is assessed at least annually. The City of Las Cruces' audit universe is a subjective assessment of auditable areas within the City, which is comprised of 13 Departments and several key sections and partnering agencies.

An annual risk assessment survey was completed in May 2025 by City-wide management and staff and potential audit topics resulting from the survey were gathered for discussion with the City Manager’s Office and the City’s Oversight Committee. The process of preparing the Annual Internal Audit Plan included an evaluation of those areas within the audit universe that were considered to be the most important by management and ensuring that activities with the greatest risk are audited to the extent that Internal Audit resources allow.

Ordinance No. 2881, Accountability in Governance, Sec. 2-178.3 Annual Audit Plan (b) states "The annual audit plan shall be approved by the Council by resolution."

SUPPORT INFORMATION:
[Exhibit A FY26 Annual Internal Audit Plan](#)
[Attachment A FY26 Annual Audit Plan Report](#)
[Attachment B FY26 Risk Assessment](#)
[Attachment C FY26 Estimated Audit Hours Budgeted](#)
[ATTACHMENT D ACCOUNTABILITY IN GOVERNMENT](#)

PLAN(S):

Agenda Item #7.4.

None

COMMITTEE/BOARD REVIEW:

Oversight Committee

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes" this will approve the Resolution to approve the FY26 Annual Internal Audit Plan.
2. Vote "No" this will not approve the Resolution nor will it approve the FY26 Annual Internal Audit Plan.
3. Vote to "Amend" this would need further direction from City Council to staff.
4. Vote to "Table" this would delay the Resolution and could delay the commencement of FY26 Internal Audit activities.

RESOLUTION 26-015

A RESOLUTION TO APPROVE THE FISCAL YEAR 2025-2026 ANNUAL INTERNAL AUDIT PLAN.

The City Council is informed that:

WHEREAS, the City of Las Cruces Internal Audit Office adheres to the Institute of Internal Auditors (IIA) Global Standards for the Professional Practice of Internal Auditing (Standards); and

WHEREAS, the IIA Standards require that internal auditors develop an annual audit plan based on risk exposure that is assessed at least annually; and

WHEREAS, an annual risk assessment was completed in May 2025 with input from City-wide management, staff, and the City's Oversight Committee; and

WHEREAS, the audit universe is a subjective assessment of auditable areas within the City of Las Cruces, which is comprised of 13 Departments and several key sections and partnering agencies; and

WHEREAS, the process of preparing the annual audit plan included identifying those areas within the audit universe that are considered to be the most important by management and ensuring that activities with the greatest risk are audited to the extent that Internal Audit resources allow; and

WHEREAS, Ordinance No. 2881, Accountability in Government, Sec. 2-178.3 Annual Audit Plan (b) states "The annual audit plan shall be approved by the Council by resolution."

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

(I)

THAT the City hereby accepts the FY26 Annual Internal Audit Plan as shown in Exhibit "A" attached hereto and made part of this Resolution.

(II)

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

DONE AND APPROVED this day of

APPROVED

Mayor

ATTEST:

City Clerk

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT A

CITY OF LAS CRUCES - INTERNAL AUDIT OFFICE
FISCAL YEAR 2025 - 2026 (FY26) ANNUAL INTERNAL AUDIT PLAN

	ESTIMATED AUDIT HOURS
<u>FY24/FY25 CARRY FORWARDS:</u>	
Sponsorship of City Non-City Events (Report Review)	20
Employee Benefits and Payroll Corrections (Report Review)	20
Utilities Bill Pay Assistance Programs (Report Review)	20
City-Wide Leases (Report Review)	20
City-Wide P-Card Audit (Report Review)	20
Temporary Employment Agency Contracts (Report Review)	20
Overtime Audit (Report Review)	20
Parks & Rec Inventory Audit (Report Review)	20
Amador Hospitality, Inc.	26
ARPA Funded Non-Profit Contracts	2000
Risk Management: Vehicle Accidents, Drug Testing, Sidewalks	520
CD Business Licenses	509
CD Permit Process	524
Lodgers Tax	509
	4248
<u>FY26 SCHEDULED AUDITS:</u>	
MUNIS Permissions	509
Facilities Work Order Processes	520
Las Cruces Utilities Work Order Processes	523
311 System Processes	527
	2079
<u>FOLLOW UP AUDITS:</u>	
FY25 ACFR Findings	40
Project Development & Management Manual (PDMM)	40
Utilities Payment Receipting / Treasury	40
Juvenile Citation Program	40
FLSA Payroll and Training Requirements	40
Municipal Court Indigent Defense Services	40
City-Wide Travel Audit	40
Rincon Hills Park Contract Compliance	40
Utilities Cost Allocation	40
	360
TOTAL:	6687

A large, light blue, stylized sunburst or flower-like emblem serves as a background for the central text. It has multiple pointed petals or rays radiating from a central square area.

**FISCAL YEAR 2025-2026 (FY26)
ANNUAL INTERNAL AUDIT PLAN REPORT**

**Prepared by the
Internal Audit Office
June 13, 2025**

In accordance with the Institute of Internal Auditor's (IIA) Global Internal Audit Standards for the Professional Practice of Internal Auditing (Standards), Standard 9.4 Internal Audit Plan, the Internal Audit Office has prepared a risk-based Internal Audit Plan for Fiscal Year 2025- 2026 (FY26). **(Exhibit A)** The FY26 Internal Audit Plan outlines the activities that are expected to be performed by the Internal Audit Office during the fiscal year.

OVERVIEW

The IIA Standards require that internal auditors develop an audit plan based on risk exposure that is assessed at least annually. The City of Las Cruces's audit universe is a subjective assessment of auditable areas with the City, which is comprised of 13 Departments and several Lines of Business, Programs, and partnering agencies.

A City-wide annual risk assessment survey and Ethics Survey was completed in May 2025 and potential audit topics resulting from the surveys were gathered for discussion with Department Directors the City Manager's Office. The process of preparing the annual Internal Audit Plan included an evaluation of those areas within the audit universe that were considered to be the most important by management and ensuring that activities with the greatest risk are audited to the extent that Internal Audit resources allow.

The annual risk assessment survey was designed to measure certain risk factors necessary for the City of Las Cruces to meet its mission, strategic plan, and its goals and objectives. Our goal is to provide reasonable assurance that the concept of risk-based auditing was practiced. The risk factors used were:

- Management / Strategic / Operational Risk
- Financial / Budget Risk
- Technology Risk
- Reputational Risk
- Environmental / Social Risk
- Regulatory / Compliance / Legal Risk
- Third Party Relationship Risk
- Time Last Audited
- Changes in Management

Additional survey questions were added to specifically assess management's level of confidence with internal controls in the areas of cash and inventory management. The results of the Internal Audit Annual Risk Assessment can be found as **Attachment B.**

SCOPE OF AUDITS

The IIA Standards require an Internal Audit Plan that supports the achievement of the organization's objectives and addresses the scope of audit work as an evaluation of risk exposures relating to the organization's governance, operations, and internal controls regarding the following:

- Achievement of the organization's strategic objectives.
- Reliability and integrity of financial and operational information.
- Effectiveness and efficiency of operations and use of resources.
- Assignment of authority and responsibility.
- Reporting accurate, reliable information.
- Safeguarding of assets.
- Compliance with policies, procedures, plans, laws, and regulations.
- Potential for the occurrence of fraud and management of fraud risk.

CALCULATION OF THE FY26 BUDGET OF INTERNAL AUDIT HOURS

The Internal Audit Office is comprised of five fulltime positions: 1 City Auditor, 1 Senior Internal Auditor, 2 Internal Auditors, and 1 vacancy. For the five audit positions, we estimate approximately 9,880 hours will be available for the fiscal year, which are divided into three major categories: **(Attachment C)**

1. Direct Audit Hours: 6,687 (approximately 68%)

- Scheduled Audits, Contract Compliance Audits, Follow-up Audits, and Strategic Reviews or Special Audits (Management Requests) not previously scheduled.

2. In-Direct Audit Hours: 1,433 (approximately 14%)

- Audit Administration, Committees, and other City Meetings, External Audit Coordination, Internal Audit Planning, Contract Management, IPRA Requests, Staff Meetings, Training, and Miscellaneous duties.

3. Holidays and Leave: 1,760 (approximately 18%)

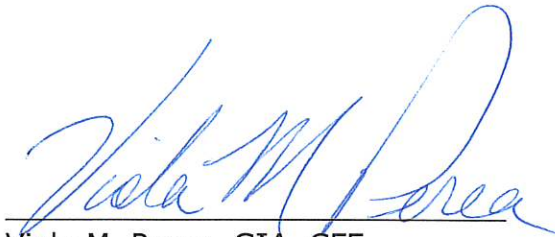
- Holidays and Annual, Sick, and Personal Leave

Staff development continues to be a goal of the Internal Audit Office and staff are encouraged to attend professional training opportunities offered by the Institute of Internal Auditors (IIA) and the Association of Certified Fraud Examiners (ACFE).

Agenda Item #7.4.

Because of our philosophy of encouraging professional development, two staff members have earned the Certified Internal Auditor (CIA) professional designation, two members earned the Certified Fraud Examiner (CFE) professional designation, and one member earned the Certified Public Accountant (CPA) professional designation. All five staff members possess at least one bachelor's degree. One additional staff member is currently studying for the CIA designation and has already passed 2 parts of the 3 part exam.

We appreciate the assistance and cooperation of City staff during the Risk Assessment process. We are available to answer any questions you may have regarding this report.



Viola M. Perea, CIA, CFE
City Auditor

- Exhibit: A – FY26 Annual Internal Audit Plan
- Attachments: A – FY26 Annual Internal Audit Plan Report
 B – FY26 Risk Matrix
 C – FY26 Estimated Audit Hours (Budgeted)
 D – Accountability in Government Ordinance (Ord. No. 2881)

Agenda Item #7.4.

City of Las Cruces
Internal Audit Office
FY26 Risk Matrix

ATTACHMENT B

		RISKS →											
#	ACTIVITIES ↓	1	2	3	4	5	6						
13	MUNIS Permissions	HM Delayed Deactivation of Terminated Employees	HM Excessive or Inappropriate Access Permissions	HM Unauthorized Access	HM Weak Authentication Controls	MM Lack of Monitoring and Logging of Access Activities	-	n/a					
9	Franchise Fees	HM Inadequate Monitoring and Enforcement	HM Incorrect Calculation of Franchise Fees.	HM Late / Missing Payments	HL Fraud / Misappropriation of Fees	HL Non-compliance with Legal or Regulatory Requirements	-	n/a					
7	Fleet WO's / Charge Backs	HM Charge Back Billing Errors	HM Fraud / Misuse of Charge Backs	HM Inaccurate WO Data Entry	HL Non-compliance with Policies and Procedures	MM Delayed WO Processing	-	n/a					
20	Library Endowment Funds	HM Fraud / Embezzlement / Misuse of Funds	HM Ineffective Oversight	HM Poor Investment Performance / Strategy	HL Failure to Adhere to Donor Restrictions	MM Overdependence on Endowment Funds	-	n/a					
4	Capital Improvement Project Contract	HM Cost Overruns.	HM Funding / Budget Shortfalls	HM Regulatory / Environmental Compliance Issues	MM Inflation / Market Volatility	MM Schedule Delays	-	n/a					
8	Facilities WO Process	HM Delayed Responses or Work Completion	HM Insufficient Resources	HM Lack of Preventive Maintenance Schedules	MM Incomplete or Inaccurate WO's	MM Poor Documentation and Audit Trails	-	n/a					
17	LCPD Evidence / Property Evidence Room	HM Improper Chain of Custody	HM Loss or Theft of Property - Poor Inventory Management	HM Tampering with Evidence	MM Delays in Processing or Release of Evidence	MM Environmental Damage to Property - Improper Storage	-	n/a					
10	Meals on Wheels	HM Delays or Missed Deliveries	HM Food Safety and Quality Issues	HM Insufficient Funding / Budget	MM Client Enrollment Errors	MM Staffing Issues: Shortages, Training, Confidentiality	-	n/a					
12	Transit Bus / Fleet	HM Bus Maintenance	HM Safety /Security Issues	HM Service Delays	MM Fare Collection Errors / Fraud	MM Inadequate Accessibility for Disabled Persons	-	n/a					
19	Utilities Work Orders	HM Delayed Responses to Critical Service Issues	HM Inaccurate or Incomplete Work Orders	HM Inadequate Documentation for Compliance and Auditing	MM Customer Dissatisfaction	MM GIS Issues - Misrouted, Fake Addresses	-	n/a					
5	311 System	HM Data Breaches / System Downtimes	HM Inadequate Resolution Process	HM Regulatory Non-Compliance	MM Data Entry Inaccuracies / Errors	LM Public Misinformation / Abuse of the System	-	n/a					
3	Opioid Settlement Funds	HH Misuse of funds	HM Inequitable Distribution of Funds	HL Legal and Regulatory Compliance	MM Lack of Transparency and Accountability: Reporting	MM Political Interference: Redirected Funds	-	n/a					
6	Legal Department Contract Review Process	HM Inadequate Legal Review	HM Lack of Subject Matter Expertise	HL Non-compliance with Procurement Laws	MM Delays	MM Poor Document Control / Versions	-	n/a					
15	Building Maintenance / Repairs	HM Budget Constraints Limiting Program Effectiveness	HM Inadequate Building Maintenance	HL Non-Compliance with Building Codes	MM Lack of Skilled Maintenance Staff	MM Vendor / Contractor Performance Issues	-	n/a					
14	Personal Use of City Vehicles	HM Increased liability for accidents and damage	HM Misuse of City Vehicle	HL Violation of CMPs related to Personal Use of City Vehicle	MM Fuel and Maintenance Costs	MM Untracked or Unauthorized Mileage / IRS Taxable Use	-	n/a					
1	City Council Travel / Expenses	HH Misuse of Public Funds	HM Non-Compliance	MM Insufficient Oversight	MM Inaccurate Fee Collection and Reporting	MM Reputational Damage	-	n/a					
11	Plastic Bag Ban / Fees	HM Insufficient Enforcement	HM Non-compliance by retailers / customers	MM Inadequate Tracking and Reporting	MM Lack of Clear Eligibility Criteria	MM Negative Impact on Businesses	-	n/a					
16	Tuition Reimbursement	HM Fraudulent or Ineligible Claims	HM Insufficient Funding	MM Environmental Issues: Noise, Pollution, Wildlife	MM Lack of Clear Eligibility Criteria	MM Limited Return on Investment / Employee Turnover	-	n/a					
18	Airport	HM Non-compliance with Regulatory Standards	HM Safety Incidents and Accidents	MM Indigence Evaluations: Debtor's Prison	MM Financial Activities	ML Operational Inefficiencies - Poor Management	-	n/a					
2	Municipal Court Fines / Fees	HH Due Process Violations: Imposed without hearing	HL Lack of Oversight	MM Reputational Risk: Community Distrust	MM Uncollected Debt	-	n/a						
HH, HM = Extensive Risk Management & Considerable Risk Management (all Levels of Control* plus a traditional audit) HL, MH = Manage and Monitor (all Levels of Control but no traditional audit) MM, ML, LH = Monitor (only Execution Controls & Supervisory Controls) LM, LL = Accept (accept the risk and have no controls) Use for Risk Management Plan: Audit work should be performed and the Division Director should perform the oversight controls to ensure that supervisory & execution controls are working. The Division Director (or a designee) should perform oversight controls to ensure that the supervisory and execution controls are working. Unit heads reporting to the Division Director should perform oversight function to see that supervisory and execution controls are working. Unit heads should ensure they are using supervisory controls to monitor the execution controls in their area.													

RiskMatrix

**CITY OF LAS CRUCES - INTERNAL AUDIT OFFICE
FISCAL YEAR 2025 - 2026 (FY26) ESTIMATED AUDIT HOURS (BUDGETED)**

	V Perea	(Estimated) (Vacant 3/4)	V Williams	W Blanchard	A Ruiz	Total Hours
Annual Hours per Employee	2080.00	1560.00	2080.00	2080.00	2080.00	9880.00
Holiday and Leave Hours	V Perea	(Vacant)	V Williams	W Blanchard	A Ruiz	Total Hours
100% Annual Leave (Varies)	160.00	120.00	120.00	120.00	160.00	680.00
100% Personal Leave (2 days)	16.00	16.00	16.00	16.00	16.00	80.00
100% Sick Leave (12 days)	96.00	96.00	96.00	96.00	96.00	480.00
100% Holidays (13 days)	104.00	104.00	104.00	104.00	104.00	520.00
Total Holiday and Leave Hours:	376.00	336.00	336.00	336.00	376.00	1760.00
Available Direct and Indirect (Non-Audit Hours)	1704.00	1224.00	1744.00	1744.00	1704.00	8120.00
Direct Audit Hours	V Perea	(Vacant)	V Williams	W Blanchard	A Ruiz	Total Hours
Scheduled Audits	619.00	1047.00	1567.00	1567.00	1527.00	6327.00
Follow-Up Audits	360.00	0.00	0.00	0.00	0.00	360.00
Strategic Reviews (Management Requests)	0.00	0.00	0.00	0.00	0.00	0.00
Total Direct Hours	979.00	1047.00	1567.00	1567.00	1527.00	6687.00
InDirect (Non-Audit) Hours	V Perea	(Vacant)	V Williams	W Blanchard	A Ruiz	Total Hours
Administrative Duties	160.00	0.00	0.00	0.00	0.00	160.00
Hotline System Oversight	0.00	0.00	0.00	0.00	0.00	0.00
City Meetings and Committees	202.00	2.00	2.00	2.00	2.00	210.00
External Audit Coordination	8.00	0.00	0.00	0.00	0.00	8.00
Internal Audit Contract Management	40.00	0.00	0.00	0.00	0.00	40.00
Internal Audit Processes Management	80.00	0.00	0.00	0.00	0.00	80.00
Miscellaneous	80.00	80.00	80.00	80.00	80.00	400.00
PEAK - Training Programs / Ethics Survey	20.00	0.00	0.00	0.00	0.00	20.00
Projects	0.00	0.00	0.00	0.00	0.00	0.00
Risk Assessment / Annual Audit Planning	40.00	0.00	0.00	0.00	0.00	40.00
Staff Meetings	40.00	40.00	40.00	40.00	40.00	200.00
Training / Travel	55.00	55.00	55.00	55.00	55.00	275.00
Total InDirect (Non-Audit) Hours:	725.00	177.00	177.00	177.00	177.00	1433.00
Remaining / Unassigned Hours	0.00	0.00	0.00	0.00	0.00	0.00

PART II - MUNICIPAL CODE
Chapter 2 - ADMINISTRATION
ARTICLE III. - OFFICERS AND EMPLOYEES
DIVISION 6. ACCOUNTABILITY IN GOVERNMENT

DIVISION 6. ACCOUNTABILITY IN GOVERNMENT¹

Sec. 2-174. Short title.

Article III, division 6 et seq. may be cited and referred to as the "accountability in government" ordinance.
(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-175. Purpose.

The purpose of this division is to provide increased accountability, transparency, integrity, and oversight of the entire consolidated government through review of internal audit and inspector general activities, to assist in promoting economy and efficiency, improve operations, and deter and identify waste, fraud, and abuse.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-176. Definitions.

Abuse means improper or unreasonable employee behavior and/or misuse of a position of authority. This includes intentional destruction, diversion, manipulation, or excessive use of government resources.

Committee means the oversight committee.

Contractors means all city contractors, subcontractors, and lower tier subcontractors.

Employee means all full-time, part-time, temporary, and contracted city employees.

Fraud means the intentional misappropriation or taking of anything of value that belongs to another by means of deceitful conduct, practices, or representations, that affects government resources.

Official means the mayor, city councilors, appointed officials.

Published means an investigation or internal audit report is published when it has been reviewed by the committee and distributed in final form to the investigated party or auditee, to the city manager, and to the mayor and city council. An investigation or internal audit report is subject to the requirements of the New Mexico Inspection of Public Records Act (IPRA).

Special internal audits means exigent internal audits not included in the annual internal audit plan, because the need for the internal audit was not foreseen when the internal audit plan was adopted.

¹Ord. No. 3084, § I(Exh. A), adopted Sept. 3, 2024, repealed the former div. 6, §§ 2-174—2-177, 2-177.1—2-177.3, 2-178, 2-178.1—2-178.4, 2-179, 2-180, 2-180.1, and 2-181—2-183, and enacted a div. 6 as set out herein. The former div. 6 pertained to similar subject matter and derived from Ord. No. 2881, § I, adopted Nov. 19, 2018.

Strategic review means reportable non-audit work including, but not limited to, benchmarking, best practices, and compliance reviews requested by an official or the city auditor and at the discretion of the city auditor.

Waste means incurring unnecessary costs due to inefficient and/or ineffective practices, systems, or controls with regard to government resources.

Whistleblower means an employee communicating information to the public employer or a third party about an action or failure to act that the public employee believed in good faith constituted an unlawful or improper act. Good faith means that a reasonable basis existed for the belief as evidenced by the facts available to the public employee.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-177. Establishment of the office of the inspector general.

- (a) There shall be within the city a full-time inspector general. The organization and administration of the inspector general shall be sufficiently independent to assure that no interference or influence will adversely affect the independence and objectivity of the inspector general. The inspector general shall report directly to the city manager.
- (b) Neither the city manager nor the city council shall prevent, impair, or prohibit the inspector general from initiating, carrying out, or completing any investigation or review.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-177.1. Jurisdiction and authority of inspector general.

- (a) The inspector general shall have the authority to investigate, either by request or initiated by the inspector general, municipal matters that involve elected or appointed officials, employees, municipal agencies and instrumentalities, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the city or receiving city funds.
- (b) The inspector general may receive, evaluate, and investigate complaints referred by the board of ethics or other city complaint reporting mechanism. The inspector general may also independently initiate an investigation.
- (c) The inspector general is authorized to inspect, evaluate, and investigate the activities, records, and individuals affiliated with contracts and procurements undertaken by the city and any other official acts or function of the city.
- (d) The inspector general shall have the power to subpoena witnesses, administer oaths and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the inspector general may make application to any district court in the state that shall have the jurisdiction to order a witness to appear before the inspector general and to produce evidence if so ordered, or to give testimony on the matter in question.
- (e) If there is an allegation of fraud, waste, and/or abuse related to an LCPD or LCFD employee, the inspector general shall have the right to attend all hearings and/or meetings that fall under the purview of police department internal affairs and the functional equivalent thereof for the fire department.
- (f) The inspector general may undertake a formal investigation of any matter if it appears to the inspector general that such matter falls within the scope of responsibilities described in this division. The city manager shall have no authority to limit the scope of the inspector general's investigations. The city attorney shall

have no authority to limit the scope of the inspector general's investigations unless such investigation would interfere with another federal, state or local agency's criminal investigation or an investigation otherwise mandated by state or federal law, or would be a violation of law or court order, or violate existing collective bargaining agreements or laws as they relate to employment or contracts.

- (g) If after or during the course of a formal investigation the inspector general determines that there is reason to believe that a criminal act occurred, the inspector general shall refer such complaint to the appropriate prosecuting authority or law enforcement agency.
- (h) If the inspector general detects an irregularity that warrants an internal audit, the matter shall be referred to the office of internal audit and reported to the city manager.
- (i) The inspector general shall not accept or investigate complaints related to discrimination or labor law or other matters that are the subject of pending or threatened litigation. The inspector general may assist with the aforementioned, in coordination with the legal department, if requested to do so by the human resources director.
- (j) The city attorney shall advise and represent the office of the inspector general, except that the office of the inspector general may, in consultation with the city attorney, select independent legal counsel to advise and represent the inspector general as needed in the event of a conflict of interest that the city attorney determines cannot be otherwise cured internally.
- (k) The inspector general shall maintain a complete file of each investigation, inspection, and hotline complaint in accordance with city retention schedules.
- (l) If a complaint concerning fraud, waste, and/or abuse is received and the inspector general and/or any of their designees is the focus of the complaint, the inspector general shall immediately notify the city manager and the city attorney. The complaint shall then be referred to external review counsel for an independent investigation. At the conclusion of the investigation, external review counsel shall make a recommendation as to whether the complaint should be forwarded to the ethics policy review committee for further action. In addition, the city manager may refer any complaints regarding the inspector general to the Association of Inspectors General for review and recommended action.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-177.2. Inspector general professional standards.

- (a) The inspector general's investigations and inspections shall conform to the Association of Inspector General's Professional Standards.
- (b) The inspector general shall create procedures governing the inspector general and office operations.
- (c) All city policies and ordinances shall apply to the inspector general, including personnel policies and regulations, to the extent that they are not in conflict with the spirit and intent of this division. Any executed employment or professional services contract for an inspector general shall conform to the requirements of this division.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-177.3. Investigation reports.

A draft of an investigation report shall be forwarded to the legal department and to the city manager for review and comment before it is provided to the committee for pre-publication review. The legal department and

city manager shall respond to the inspector general, in writing, within 14 calendar days of receipt of the investigation report.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-178. Office of internal audit.

- (a) The organization and administration of the office of internal audit shall be sufficiently independent to assure that no interference or influence will adversely affect the independence and objectivity of internal audit staff or the city auditor.
- (b) The office of the city attorney shall advise and represent the office of internal audit, except that the office of internal audit may, in consultation with the city attorney, select independent legal counsel to advise and represent the office of internal audit as needed in the event of a conflict of interest that the city attorney determines cannot be otherwise cured internally.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-178.1. City auditor's duties; responsibilities; authority; administrative subpoena power.

- (a) The duties and responsibilities contained in this section are not intended to replace or supersede the duties and responsibilities contained in the approved official job description of the city auditor and are only intended to be supplemental to the extent consistent with this division. All city policies and ordinances shall apply to the city auditor and all internal auditors, including personnel policies and regulations, to the extent that they are not in conflict with the spirit and intent of this division. Any executed employment or professional services contract for city auditor shall conform to the requirements of this division.
- (b) If the city auditor detects apparent or potential violations of law or apparent instances of misfeasance or nonfeasance by an official or auditee, the city auditor shall report the irregularities in writing to the committee. If the irregularity is potentially criminal in nature, the city auditor shall immediately refer the irregularity to the appropriate prosecuting authority and notify the inspector general. The city auditor shall not accept complaints related to discrimination or labor law matters, or other matters that are the subject of pending litigation.
- (c) The city auditor shall promulgate regulations to establish procedures for the office of internal audit.
- (d) The city auditor shall have the power to subpoena witnesses, administer oaths and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the city auditor may make application to any district court in the state that shall have the jurisdiction to order the witness to appear before the city auditor and to produce evidence if so ordered, or to give testimony relating to the matter in question.
- (e) The city auditor shall maintain a complete file of each internal audit report and strategic review made under legislative or special committee authority in accordance with city retention schedules. The file should include internal audit work papers and other supportive material directly pertaining to the report. Records may be retained in electronic format at the city auditor's discretion.
- (f) In cases where the city auditor deems it appropriate because of an internal audit or strategic review, the city auditor may refer opportunities for increased efficiency to the office of the city manager to work with respective departments on management and process improvement.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-178.2. Audit professional standards.

- (a) The city auditor shall maintain generally accepted government auditing standards in conducting work when applicable.
 - (b) The office of internal audit will comply with the Institute of Internal Auditors professional auditing standards.
- (Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-178.3. Annual internal audit plan.

- (a) Prior to the beginning of each fiscal year, the city auditor shall submit an annual internal audit plan to the committee for review and comment. The plan shall include the internal audits scheduled for the year and the estimated time required to complete the internal audit.
 - (b) The annual internal audit plan shall be approved by the council by resolution.
 - (c) The annual internal audit plan may be amended during the year after review with the city manager.
 - (d) The city auditor shall make reports at least quarterly to the committee on the status of the annual internal audit plan.
- (Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-178.4. Special audits; audit reports.

- (a) In all cases, the city auditor shall notify the city manager and the committee at the next scheduled committee meeting when a special internal audit or strategic review is initiated.
 - (b) A draft of the internal audit report shall be forwarded to the city manager for review and comment before it is provided to the committee for pre-publication review. The auditees, including departments whose assistance is needed in order to accomplish any internal audit recommendation, shall respond to the city auditor, in writing, within 14 calendar days of receipt of the internal audit report.
 - (c) The auditees' written response shall specify agreement with each of the internal audit findings and recommendations or reasons for disagreement with findings or recommendations. The auditees' written responses shall include auditees' plans for implementing solutions to identified problems including timetables to complete such activities.
 - (d) Auditees' comments to the preliminary draft may be utilized to amend the internal audit report if appropriate. If the preliminary internal audit report is amended, the auditees' will be given a copy of the amended draft and the auditees will be given seven to 14 calendar days, as determined by the city auditor and the auditees, to respond to the amended draft of the internal audit report.
 - (e) The city auditor shall include the auditees' responses in the internal audit report.
- (Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-179. Oversight committee creation; duties; powers; membership.

- (a) The oversight committee is created to serve in an advisory capacity. The committee shall consist of three members who are residents of the city and who are not employed by the city, or in a direct contractual relationship with the city. At least one committee member shall have an accounting, auditing, or inspector general background. At least one committee member shall have law enforcement or legal background. At

least one committee member shall have experience or background in professional management or business. The mayor and one councilor appointed annually by the council shall be nonvoting ex officio members. The mayor and the appointed councilor may send designees to the committee meetings. Designees shall be members of city council. The committee may request the attendance of other city personnel or auditees. So not to form a quorum, no more than three council members, including the mayor, shall be in attendance at committee meetings.

- (b) As vacancies on the committee occur, the council shall appoint new members. All appointments shall be subject to council approval. The existing committee members may make recommendations to the mayor and council for candidates to fill vacancies on the committee.
- (c) The committee members shall be appointed for staggered three-year terms. The council may appoint one committee member to a two-year term and one committee member to a one-year term for the first committee appointments, and thereafter each committee member shall be appointed for a three-year term. An appointment to fill an existing vacancy shall be for the unexpired term. Terms shall begin October 1 of each calendar year. The committee members shall elect the committee chair annually.
- (d) The committee shall meet at least four times per calendar year, but may also meet upon call of the chair or a majority of its members.
- (e) Committee members shall not receive compensation for their service. Voting members of the committee shall not serve on any other city board, commission or task force.
- (f) If any member of city council, including the mayor, is the subject of an investigation, then the ex officio members shall be recused from all meetings where that particular investigation is discussed and they shall not have access to the investigative file during the pending investigation.
- (g) The committee is a management committee and not a public board, commission or committee as specified by chapter 2, article IV et seq., and not subject to the Open Meetings Act. The committee is not formed to formulate public policy nor has the authority to formulate public policy been delegated to the committee. The committee and its members are subject to chapter 2, article I et seq., ethics ordinance.
- (h) The committee may provide the city auditor and the inspector general with recommendations for priorities and potential areas for investigations and internal audits. The committee may also lend advice to the city auditor and inspector general regarding technical issues that may arise.
- (i) The committee shall not prohibit the inspector general or the city auditor from initiating, carrying out or completing any internal audit, investigation or strategic review. If a majority of the committee members finds that an internal audit, investigation or strategic review is questionable, then the committee may issue a recommendation to the inspector general or the city auditor, as appropriate, with copy to the city manager.
- (j) The committee shall review and make recommendations on finalized city auditor and redacted inspector general reports at each meeting. Committee recommendations, if provided to the city auditor or inspector general within 14 calendar days from the date of the committee's review, shall be made part of the published report.
- (k) Any requests from the public, group, or outside agency to speak to any member of the committee, or the committee as a whole regarding any matter subject to pending committee review, shall be submitted to the city attorney's office for placement on a committee meeting agenda and shall be reviewed and approved by the committee prior to scheduling the discussion. Approved discussions shall be placed on a committee agenda.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-180. Reports to the committee.

- (a) Each investigation, internal audit, and strategic review by the inspector general and city auditor shall result in a written final report to the committee. The inspector general and city auditor shall submit copies of the report to the committee and shall retain a copy as a permanent record in accordance with city retention schedules and as otherwise required by law. All final reports and supporting documentation shall be stored in a secured location.
- (b) The city auditor's internal audits and reports to the committee shall be submitted in conformance with section 2-178.2. The city auditor's reports shall contain:
 - (1) A precise statement of the scope encompassed by the internal audit;
 - (2) When applicable, a statement that the internal audit was performed in accordance with generally accepted HA standards;
 - (3) A statement that an examination for compliance with applicable laws, policies and regulations was conducted, and a presentation of the findings associated with that examination;
 - (4) A statement of significant audit findings, including a statement of the underlying causes, evaluative criteria used and the current and prospective significance of the findings.
- (c) The inspector general's reports shall include:
 - (1) Specific citations to the law or policy that was allegedly violated;
 - (2) An assessment of the validity of the allegations under investigation, including whether the allegations are criminal or civil in nature;
 - (3) A list of the employee or official's supervisors;
 - (4) A description of any corrective action or discipline to date;
 - (5) A summary of all direct and circumstantial evidence supporting the allegations; and
 - (6) A description of which prosecutorial agencies may be contacted or have been involved. This shall include, but not be limited to, criminal prosecution, administrative agencies, and licensing boards.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-180.1. Reporting.

Within 60 days of the end of each fiscal year, the inspector general and the city auditor shall each submit a report to the city manager and the committee for review and comment that lists internal audits, investigations, or other assistance efforts completed during the fiscal year. Reviewed year-end investigations and internal audit reports shall become published reports. The inspector general and city auditor shall annually report to the city council completed internal audits, activities, and investigations.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-181. Public records and confidentiality.

- (a) The city auditor, the inspector general and the committee shall maintain the confidentiality of any records that are made confidential by law and they are subject to the same penalties as the custodian of those public records for violating confidentiality statutes.

- (b) During the course of city auditor or inspector general activities, all records and information shall be considered deliberative in process and not available for outside review or release by the committee, city auditor, the inspector general or any other city department, employee or city official until such time that the records or information are published or as otherwise required by law or court order.
- (c) Prior to publishing an investigation or internal audit report, the city auditor or the inspector general may share selected information with other city departments if the information is needed for decision-making purposes; otherwise, investigation and internal audit reports remain confidential until published, at which time they become public record.
- (d) The names and identities of persons making complaints and providing information to the inspector general shall not be disclosed without the written consent of the person unless otherwise required by law or by judicial process.
- (e) Published investigation and internal audit reports shall be public records except that the inspector general may delay the publication of redacted investigation reports when criminal conduct is found and the inspector general or appropriate law enforcement authority is pursuing an investigation and release of the report might jeopardize further investigation. An investigation release that has been delayed shall be published promptly at the end of the condition giving rise to the delay.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-182. Penalty; cooperation; retaliation prohibited.

- (a) All city officials, employees and contractors shall promptly notify the inspector general of every instance of theft or other disappearance of cash, check, or property, misfeasance or nonfeasance, misappropriation, violation of state, federal or city ordinance, and city regulations, of which they are aware.
- (b) All elected or appointed officials, employees, municipal agencies and instrumentalities, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the city or receiving city funds, shall provide the inspector general or city auditor full and unrestricted access to all city offices, employees, records, information, data, reports, plans, projections, matters, contracts, documents, electronic data, property, equipment and facilities and any other materials within their custody. At the inspector general's or city auditor's request, those under the jurisdiction of the inspector general or city auditor, consistent with this division, shall prepare reports and provide interviews. The inspector general or city auditor shall notify the committee and request the city manager for assistance in causing a search to be made and germane exhibits to be taken from any book, document, or record, if the subject of the request fails to comply. The city manager shall require officials, employees, vendors or contractors to produce requested information. Any contractors, subcontractors, or lower tier subcontractors who violate any provision in this division shall be subject to disbarment at the city's discretion, and they will be prohibited from bidding and participating in City of Las Cruces contracts for a specified time period.
- (c) Every city contract, bid, proposal, application or solicitation for a city contract and every application for certification of eligibility for a city contract or program shall contain a statement that the individual understands and will abide by all provisions of this division.
- (d) No person shall retaliate against, punish, or penalize any person for complaining to, cooperating with or assisting the inspector general or the city auditor in performance of their duties.
- (e) Any official or employee who violates this division may be subject to discipline as may be specified in the city personnel manual or any applicable collective bargaining agreement.
- (f) Jurisdiction for injunctive, equitable or appropriate relief sought in application and enforcement of this division, is with the Third Judicial District Court.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Sec. 2-183. Contract auditors, consultants, and experts.

The city auditor or inspector general may obtain services of certified public accountants, qualified management consultants, certified fraud examiners, forensic auditors or other professional experts necessary to perform the functions of the inspector general or the office of internal audit. Contractors performing an outsourced audit or investigation shall not have any financial interest in the affairs of the auditees, officials, or employees. The city auditor or inspector general may be requested to coordinate and monitor the outsourced audit or investigation performed by persons under contract with the city.

(Ord. No. 3084, § I(Exh. A), 9-3-24)

Secs. 2-184, 2-185. Reserved.



**3093; Council
Bill 26-001**

City Council Action and Executive Summary

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ N/A		
1st Reading:	July 21, 2025	Adopted:	August 4, 2025
Drafter:	Vince Banegas	Department:	Community Development
Program:	Community Planning	Line of Business:	Community Planning
Title:	AN ORDINANCE APPROVING VARIOUS ZONE CHANGES TO CORRESPOND TO THE SONOMA RANCH EAST II MASTER PLAN AMENDMENT #5. THE MASTER PLANNED AREA AFFECTED BY THE PROPOSED ZONE CHANGES ENCOMPASSES APPROXIMATELY 122 ACRES AND IS GENERALLY LOCATED NORTH OF SONORA SPRINGS BOULEVARD, SOUTH OF THE SOUTH FORK OF THE ALAMEDA ARROYO, EAST OF PAGOSA HILLS AVENUE/PETALUMA AVENUE, AND WEST OF MESA GRANDE DRIVE. SUBMITTED BY SOUDER, MILLER AND ASSOCIATES ON BEHALF OF SIERRA NORTE DEVELOPMENT, INC. (CASE 24CS0500130).		

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

PURPOSE(S) OF ACTION:
Zone Change.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
Please be advised that the applicant seeks consideration of the zone change requests herein referenced, to follow the applicable provisions of the 2001 Las Cruces Zoning Code, as amended. This flexibility is afforded through Section 34.3.E (Transitional Provisions) of the recently adopted Realize Development Code.

The City Council is required to review and take final action on zone changes pursuant to Section 38-10.B.2.b. and 38-13.A. of the 2001 Las Cruces Zoning Code, as amended. A zoning district is a specifically delineated area where land use regulation uniformly governs the use, placement, spacing, density, bulk, height, and size of building and/or land. That said, zoning districts may be conditioned through the proper process, thus modifying one or more of those land use variables.

Souder, Miller and Associates, acting on their client's behalf, submitted a master plan amendment and corresponding zone changes involving ± 122.46 acres of the original ± 322 acres of Sonoma Ranch East II Master Plan. The master plan and the property's initial zoning was established upon approval of the Sonoma Ranch East II Annexation on February 28, 2005. There have been several amendments to the master plan since its adoption ranging from minor amendments (administrative) to major amendments that required review and approval by the Planning and Zoning Commission and zone changes that were acted on by City Council.

The Sonoma Ranch East II Master Plan Amendment #5 proposal involves the remaining undeveloped acreage except for the CLC water tank property. The area is served by several key thoroughfares which include Mesa Grande Drive (proposed minor arterial -100' row), Calle Jitas (minor arterial - 100' row), Sedona Hills Parkway (major collector - 85' row), Sonora Springs Boulevard (minor arterial - 100' row), and Pagosa Hills Avenue

Agenda Item #9.1.

(local - 50' row). As proposed, development will occur in three primary phases from north to south and phasing will be divided by Calle Jitas Boulevard and Sedona Hills Parkway. The amendment seeks to create the general changes summarized below:

1. The conversion of ± 8.10 acres from multi-dwelling, medium density (20 du/ac max)/single-family high density (10 du/ac max) to single-family high density (12 du/ac max).
2. The retention of ± 7.4 acres of single-family high density with a slightly higher density cap (10 du/ac max to 12 du/ac max).
3. The conversion of ± 67.91 acres from single-family high density (10 du/ac max) to single-family low density (4 du/ac max).
4. The conversion of ± 23.96 acres from multi-use (various single-family high density, multi-dwelling medium density), (single-family high density, multi-dwelling medium density, and commercial high intensity), and (open-space - recreation and flood control), to single-family low density (4 du/ac max.), and with a single use, commercial low intensity designation, also being converted accordingly.
5. The reconfiguration/relocation of a proposed 2.0-acre park site in the newly defined single-family high density (12 du/ac max) parcels.
6. Reconfiguration of planning parcels generally; and,
7. The delineation/re-delineation of open space and flood control/open space.

Approximately 75% of the land use changes proposed in amendment #5, are intended to accommodate a single-family low-density style of development. Another $\pm 13\%$ of the total amendment acreage is intended to accommodate single-family high-density development. The remaining acreage reflects uses identified as open space - recreation (park), open space - natural conservation/flood control, open space - natural conservation, and public (water tank).

Along with the master plan amendment, a corresponding set of zone change requests were submitted for Planning and Zoning Commission consideration and recommendation to City Council. The zone change requests align with the land use changes in the master plan amendment approved by the Commission and are listed in Exhibit "A" and further described in Exhibit "B". Generally speaking, the specific zoning districts being requested include R-1b (Single-Family High Density), R-1c (Single-Family Low Density), OS-R (Open Space - Recreation), OS-NC (Open Space - Natural Conservation), FC (Flood Control)/OS-NC (Open Space - Natural Conservation).

In accordance with the Zoning Code, notice of the public hearing was mailed to all property owners within 500 feet of the subject property. Input received via email and/or telephone concerned issues related to storm water management and possible impacts to the drainage pattern, land use, timing of construction and roadway installation, existing versus proposed zoning, development compatibility, and other inquiries of a general nature.

On May 27, 2025, the Planning and Zoning Commission reviewed the master plan amendment proposal, and the accompanying zone change requests. During the discussion, supporting Elevate Las Cruces Comprehensive Plan policy was identified and its application considered. Said policy spoke to neighborhood compatibility, the potential for two housing densities/types, better definition/protection of sensitive areas including arroyo and natural topography, and better access to park land. Conversely, policy not addressed by the proposal was also raised and included inconsistencies with the suburban place type character, general lack of land use variation particularly coming from the conversion of commercial and multi-dwelling development opportunities to a single-family residential use, lost opportunities to help establish a neighborhood center for the neighborhood and overall, the potential reduction of housing unit development based on master plan data and development standards allowances for the requested zones per the 2001 Las Cruces Zoning Code, as amended. A vast majority of the public in attendance at the meeting spoke in favor of the zone change requests citing neighborhood compatibility and a lack of need for multi-family, commercial or mixed-use in the subject area. Ultimately, the Planning and Zoning Commission approved the master plan amendment and recommended approval of the proposed zoned changes to City Council by a vote of 3-1-0 (two Commissioners absent, 1 seat vacant).

SUPPORT INFORMATION:

Agenda Item #9.1.

[EXHIBIT "A" - Proposed Zoning Map & Zone Change Requests](#)

[EXHIBIT "B" - Zone Change Legal Descriptions](#)

[EXHIBIT "C" - Findings of Fact](#)

[ATTACHMENT "A" - Staff Report](#)

[ATTACHMENT "B" - Draft P&Z Minutes 5.27.2025](#)

[ATTACHMENT "C" - Public Input](#)

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance and affirm the P&Z recommendation for approval of the proposed zone changes. The subject property will be rezoned in accordance to Exhibit "A".
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by P&Z. The current zoning will remain in place and be inconsistent with the amended master plan approved by P&Z.
3. Vote to "Amend"; this would allow the City Council to modify the Ordinance by adding conditions as deemed appropriate.
4. Vote to "Table"; this would allow the City Council to table/postpone the Ordinance and direct staff accordingly.

REFERENCE INFORMATION:

Res. 05-260 - Original Sonoma Ranch East II Master Plan - approved 2/28/05

Ord. 2175 - Initial Zoning for Sonoma Ranch East II - approved 2/28/05

Sonoma Ranch East II Master Plan Amendment #1 - approved by P&Z on 8/25/09

Ord. 2543 - Sonoma Ranch East II Amendment #1 Zone Changes - approved 10/26/09

Sonoma Ranch East II Master Plan Amendment #2 - approved by P&Z on 3/27/18

Ord. 2875 - Sonoma Ranch East II Amendment #2 Zone Changes - approved 9/17/18

Sonoma Ranch East II Master Plan Amendment #3 - approved by P&Z on 9/24/18

Sonoma Ranch East II Master Plan Amendment #4 - approved by P&Z on 7/28/20

ORDINANCE 3093; COUNCIL BILL 26-001

AN ORDINANCE APPROVING VARIOUS ZONE CHANGES TO CORRESPOND TO THE SONOMA RANCH EAST II MASTER PLAN AMENDMENT #5. THE MASTER PLANNED AREA AFFECTED BY THE PROPOSED ZONE CHANGES ENCOMPASSES APPROXIMATELY 122 ACRES AND IS GENERALLY LOCATED NORTH OF SONORA SPRINGS BOULEVARD, SOUTH OF THE SOUTH FORK OF THE ALAMEDA ARROYO, EAST OF PAGOSA HILLS AVENUE/PETALUMA AVENUE, AND WEST OF MESA GRANDE DRIVE. SUBMITTED BY SOUDER, MILLER AND ASSOCIATES ON BEHALF OF SIERRA NORTE DEVELOPMENT, INC. (CASE 24CS0500130).

The City Council is informed that:

WHEREAS, Souder, Miller & Associates, on behalf of the property owner has submitted a request for multiple zone changes pursuant to Exhibits "A" and "B"; and

WHEREAS, the size of the affected property is approximately 122.46 acres; and

WHEREAS, the zone changes should align with and implement the Planning and Zoning Commission approved Sonoma Ranch East II Master Plan Amendment #5 and facilitate the development vision the owners have put forth; and

WHEREAS, the proposed zone changes are consistent with the approved master plan amendment; and

WHEREAS, the master plan amendment through approval action by the Planning and Zoning Commission was also found to align with several development characteristics outlined for the Suburban Neighborhood place type and various goals, policies and action per the Elevate Las Cruces Comprehensive Plan; and

WHEREAS, the proposed changes meet the purpose and intent of the 2001 Las Cruces Zoning Code, as amended; and

WHEREAS, the Planning and Zoning Commission, at their regular public hearing on May 27, 2025, recommended that the zone change requests be approved by a vote of 3-1-0 (2 Commissioners absent, 1 seat vacant).

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

(I)

THAT the land as reflected in Exhibits "A" and "B", attached hereto and made part of this Ordinance, is hereby zoned as stipulated in said exhibits.

(II)

THAT the zoning is based on the findings contained in Exhibit "C", attached hereto and made part of this Ordinance.

(III)

THAT the zoning of said property be shown accordingly on the City Zoning Atlas.

(IV)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Agenda Item #9.1.

EXHIBIT "A" - Proposed Zoning Map & Zone Change Requests

SONOMA RANCH EAST II, ZONING AMENDMENT

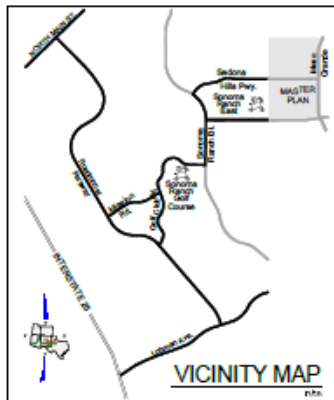
LOCATED IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 2 EAST
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
MARCH 2025
128.25 AC. ±

ZONE MAP LEDGEND

- NO ZONING CHANGE
- EXISTING ZONING: R-1B
PROPOSED ZONING: R-1B
- EXISTING ZONING: R-1C
PROPOSED ZONING: A-1C
- PROPOSED ZONING: OS-1C
(OPEN SPACE/RECREATION)
- PROPOSED ZONING: PG-0A-1C
(PUDS/CONDOMINIALS, OPEN SPACE)
- PROPOSED ZONING: OS-1C
(OPEN SPACE/RECREATION)

OWNER / DEVELOPER

SERRA NORTE DEVELOPMENT, INC.
3800 N. PISCATAWAY AVENUE
LAS CRUCES, NEW MEXICO
PHONE: (505) 484-7110



VICINITY MAP

ZONING AREA SUMMARY

ORIGINAL ZONE AREA	ORIGINAL ZONE DESIGNATION	AREA	PROPOSED ZONE AREA	PROPOSED ZONE DESIGNATION	AREA
10.12 AC	R-1B	0.75 AC	A-1C	R-1C	17.02 AC
10.12 AC	R-1B	0.07 AC	A-1C	OS-1C	0.07 AC
0.11	R-1B	0.04 AC	A-1C	R-1C	0.07 AC
10.18	OS-1C (R-1B)	0.04 AC	A-1C	R-1C	0.07 AC
0.26	PG-0A-1C	1.12 AC	A-1C	PG-0A-1C	1.12 AC
10.30	OS-1C (R-1B)	1.12 AC	A-1C	R-1C	0.07 AC
10.30	OS-1C (R-1B)	0.07 AC	A-1C	R-1C	0.07 AC
10.30	R-1B	1.12 AC	A-1C	OS-1C	0.07 AC
10.11	PG-0A-1C	1.12 AC	PG-0A-1C	OS-1C	0.07 AC
0.2	R-1B	0.07 AC	A-1C	R-1C	0.07 AC
10.31	OS-1C	1.12 AC	OS-1C	OS-1C	1.12 AC
TOTAL		128.25 AC		TOTAL	128.25 AC

* NO CHANGE FROM EXISTING

PROPOSED ZONING MAP

SCALE: 1" = 300'

Page 216 of 424

SCALE: 1" = 300'

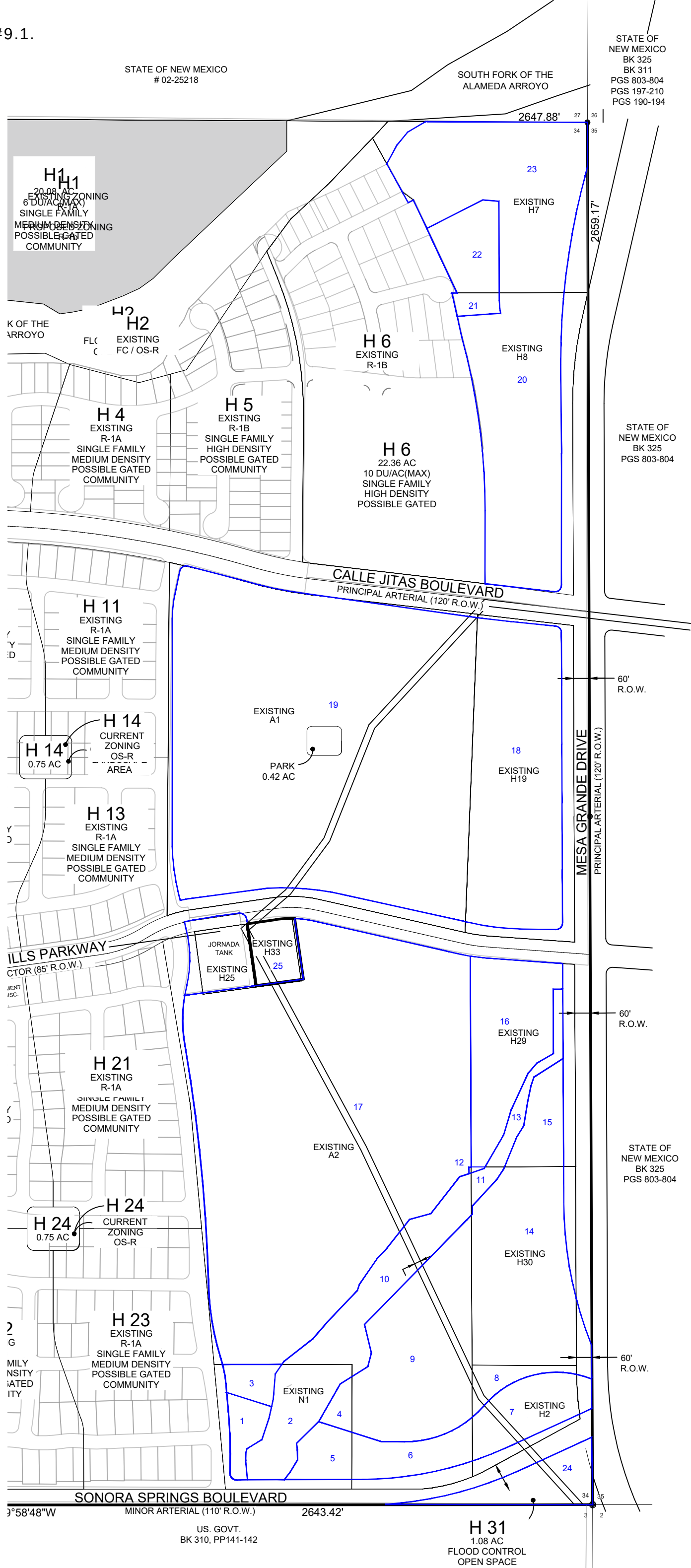
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97	1/1/25	1/1/25	1/1/25
98	1/1/25	1/1/25	1/1/25
99	1/1/25	1/1/25	1/1/25
100	1/1/25	1/1/25	1/1/25

SMA
Soudier, Miller & Associates
2500 Sonoma Ranch Parkway
Las Cruces, NM 88001
Phone: (505) 444-1000 Fax: (505) 444-1001

SONOMA RANCH EAST II,
ZONING AMENDMENT
SIERRA NORTE DEVELOPMENT, INC.
LAS CRUCES, NEW MEXICO



Drawn: PJP
Checked: PJP
Date: MARCH 2025
Scale: As Shown
Sheet: 00882
SHEET 2



Zone Change Requests by Tract

- **Tract 1 (OP1)**– A zone change for 0.76 acres, from FC (Flood Control)/OS-R (Open Space – Recreation) to OS-NC (Open Space – Natural Conservation).
- **Tract 2 (Part AO1)** – A zone change for 2.1 acres, from FC (Flood Control)/OS-R (Open Space – Recreation) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 3 (Part A3a)** – A zone change for 0.59 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to R-1c (Single-Family Low Density).
- **Tract 4 (Part A4a)** – A zone change for .036 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to R-1c (Single-Family Low Density).
- **Tract 5 (Part OP2)** – A zone change for 0.97 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to OS-NC (Open Space – Natural Conservation).
- **Tract 6 (Part OP2)** – A zone change for 1.52 acres from R-1b (Single-Family High Density) to OS-NC (Open Space – Natural Conservation).
- **Tract 7 (Part OP2)** – A zone change for 1.95 acres from C-3 (Commercial High Intensity) to OS-NC (Open Space – Natural Conservation).
- **Tract 8 (Part A4a)** – A zone change for 0.66 acres from C-3 (Commercial High Intensity) to R-1c (Single-Family Low Density).
- **Tract 9 (Part A4a)** – A zone change for 6.23 acres from R-1b (Single-Family High Density) to R-1c (Single-Family Low Density).
- **Tract 10 (Part AO1)** – A zone change for 3.0 acres from R-1b (Single-Family High Density) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 11 (Part AO1)** – A zone change for 0.23 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, medium density) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 12 (Part A3a)** – A zone change for 0.02 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, medium density) to R-1c (Single-Family Low Density).
- **Tract 13 (Part AO1)** – A zone change for 0.76 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density)/C-3 (Commercial High Intensity) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 14 (Part A4a)** – A zone change for 6.34 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, medium density) to R-1c (Single-Family Low Density).
- **Tract 15 (Part A4a)** – A zone change for 1.36 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density)/C-3 (Commercial High Intensity) to R-1c (Single-Family Low Density).
- **Tract 16 (Part A3a)** – A zone change for 4.31 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density)/C-3 (Commercial High Intensity) to R-1c (Single-Family Low Density).
- **Tract 17 (Part A3a)** – A zone change for 30.99 acres from R-1b (Single-Family High Density) to R-1c (Single-Family Low Density).
- **Tract 18 (Part A2a)** – A zone change for 9.32 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density) to R-1c (Single-Family Low Density).

Agenda Item #9.1.

- **Tract 19 (Part A2a)** – A zone change for 30.69 acres from R-1b (Single-Family High Density) to R-1c (Single-Family Low Density).
- **Tract 20 (Part A1a)** – A zone change for 8.10 acres from R-1b (Single-Family High Density/R-3 (Multi-Dwelling, Medium Density) to R-1b (Single-Family High Density).
- **Tract 21 (Part N1)** – A zone change for 0.33 acres from R-1b (Single-Family High Density/R-3 (Multi-Dwelling, Medium Density) to OS-R (Open Space – Recreation).
- **Tract 22 (Part N1)** – A zone change for 1.65 acres from R-1b (Single-Family High Density) to OS-R (Open Space – Recreation).
- **Tract 23 (Part A1a)** – A zone change for 7.4 acres from R-1b (Single-Family High Density) to R-1b (Single-Family High Density).
- **Tract 24 (H31)** – A zone change for 1.82 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).

See Tract Map in Exhibit "A"

AREA 1

0.76 AC.

From the POINT OF BEGINNING; Thence, S 18° 30' 55.74" W for a distance of 85.15 feet to a point on a line.

Thence, S 58° 51' 39.27" W for a distance of 71.13 feet to a point on a line.

Thence, S 01° 09' 19.05" W for a distance of 44.97 feet to a point on a line.

Thence, S 05° 14' 13.53" E for a distance of 42.43 feet to a point on a line.

Thence, S 04° 57' 21.89" E for a distance of 29.59 feet to a point on a line.

Thence, S 89° 20' 52.30" W for a distance of 40.70 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 91° 15' 51.41", having a radius of 25.00 feet, and whose long chord bears N 45° 39' 07.70" W for a distance of 35.74 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 08° 29' 11.86", having a radius of 2098.16 feet, and whose long chord bears N 02° 25' 54.01" W for a distance of 310.49 feet to a point of intersection with a non-tangential line.

Thence, S 72° 20' 06.48" E for a distance of 180.82 feet to a point on a line.

thence S 12° 54' 50.09" W a distance of 46.82 feet to the POINT OF BEGINNING

AREA 2

2.10 AC.

From the POINT OF BEGINNING; Thence, N 12° 44' 09.49" E for a distance of 28.26 feet to a point on a line.

Thence, N 04° 38' 12.38" E for a distance of 98.93 feet to a point on a line.

Thence, N 34° 46' 45.30" E for a distance of 43.72 feet to a point on a line.

Thence, N 90° 00' 00.00" E for a distance of 269.49 feet to a point on a line.

Thence, S 00° 14' 11.68" W for a distance of 46.42 feet to a point on a line.

Thence, S 58° 08' 22.49" W for a distance of 53.40 feet to a point on a line.

Thence, S 29° 47' 55.76" W for a distance of 166.92 feet to a point on a line.

Thence, S 45° 45' 03.59" W for a distance of 118.51 feet to a point on a line.

Thence, S 06° 59' 52.08" E for a distance of 24.49 feet to a point on a line.

Thence, S 00° 56' 51.79" E for a distance of 39.87 feet to a point on a line.

Thence, S 31° 20' 33.99" W for a distance of 54.40 feet to a point on a line.

Thence, S 37° 25' 16.39" W for a distance of 36.25 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 00° 01' 28.08", having a radius of 331227.63 feet, and whose long chord bears S 89° 50' 50.33" W for a distance of 141.45 feet to a point of intersection with a non-tangential line.

Thence, N 04° 57' 21.89" W for a distance of 29.59 feet to a point on a line.

Thence, N 05° 14' 13.53" W for a distance of 42.43 feet to a point on a line.

Thence, N 01° 09' 19.05" E for a distance of 44.97 feet to a point on a line.

Thence, N 58° 51' 39.27" E for a distance of 71.13 feet to a point on a line.

Thence, N 18° 30' 55.74" E for a distance of 85.15 feet to a point on a line.

thence N 12° 54' 50.09" E a distance of 46.82 feet to the POINT OF BEGINNING

Agenda Item #9.1.

AREA 3

0.59 ac.

From the POINT OF BEGINNING; Said curve turning to the left through an angle of $12^{\circ} 21' 50.23''$, having a radius of 502.86 feet, and whose long chord bears $N 08^{\circ} 08' 33.41'' W$ for a distance of 108.30 feet to a point of intersection with a non-tangential line.

Thence, $N 90^{\circ} 00' 00.00'' E$ for a distance of 226.80 feet to a point on a line.

Thence, $S 34^{\circ} 46' 45.30'' W$ for a distance of 43.72 feet to a point on a line.

Thence, $S 04^{\circ} 38' 12.38'' W$ for a distance of 98.93 feet to a point on a line.

Thence, $S 12^{\circ} 44' 09.49'' W$ for a distance of 28.26 feet to a point on a line.

thence $N 72^{\circ} 20' 06.48'' W$ a distance of 180.82 feet to the POINT OF BEGINNING

AREA 4

0.36 ac.

From the POINT OF BEGINNING; Thence, $S 00^{\circ} 14' 11.68'' W$ for a distance of 213.62 feet to a point on a line.

Thence, $N 72^{\circ} 20' 06.48'' W$ for a distance of 133.73 feet to a point on a line.

Thence, $N 29^{\circ} 47' 55.76'' E$ for a distance of 166.92 feet to a point on a line.

thence $N 58^{\circ} 08' 22.49'' E$ a distance of 53.40 feet to the POINT OF BEGINNING

AREA 5

0.97 ac.

From the POINT OF BEGINNING; Thence, $S 00^{\circ} 14' 11.68'' W$ for a distance of 180.93 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of $00^{\circ} 15' 59.13''$, having a radius of 55538.37 feet, and whose long chord bears $S 89^{\circ} 51' 58.08'' W$ for a distance of 258.25 feet to a point of intersection with a non-tangential line.

Thence, $N 37^{\circ} 25' 16.39'' E$ for a distance of 36.25 feet to a point on a line.

Thence, $N 31^{\circ} 20' 33.99'' E$ for a distance of 54.40 feet to a point on a line.

Thence, $N 00^{\circ} 56' 51.79'' W$ for a distance of 39.87 feet to a point on a line.

Thence, $N 06^{\circ} 59' 52.08'' W$ for a distance of 24.49 feet to a point on a line.

Thence, $N 45^{\circ} 45' 03.59'' E$ for a distance of 118.51 feet to a point on a line.

thence $S 72^{\circ} 20' 06.48'' E$ a distance of 133.73 feet to the POINT OF BEGINNING

Agenda Item #9.1.

AREA 6

1.52 ac.

From the POINT OF BEGINNING; Thence, S 00° 14' 21.64" E for a distance of 167.52 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 18° 15' 22.31", having a radius of 1350.03 feet, and whose long chord bears S 80° 32' 27.38" W for a distance of 428.34 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 00° 02' 27.49", having a radius of 55538.37 feet, and whose long chord bears S 89° 42' 44.76" W for a distance of 39.71 feet to a point of intersection with a non-tangential line.

Thence, N 00° 14' 11.68" E for a distance of 180.93 feet to a point on a line.

Thence, S 72° 20' 06.48" E for a distance of 118.08 feet to a point on a line.

Thence, S 89° 40' 56.97" E for a distance of 89.03 feet to the beginning of a curve,

Said curve turning to the left through 40° 18' 04.77", having a radius of 400.00 feet, and whose long chord bears N 70° 10' 00.65" E for a distance of 275.59 feet to the POINT OF BEGINNING

Area 7

1.95 ac.

From the POINT OF BEGINNING; Said curve turning to the left through an angle of 05° 59' 43.40", having a radius of 1460.00 feet, and whose long chord bears S 04° 25' 16.40" E for a distance of 152.70 feet to a point of intersection with a non-tangential line.

Thence, S 65° 23' 22.15" W for a distance of 306.30 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 06° 02' 18.46", having a radius of 1350.03 feet, and whose long chord bears S 68° 23' 36.99" W for a distance of 142.22 feet to a point of intersection with a non-tangential line.

Thence, N 00° 14' 21.64" W for a distance of 167.52 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 09° 19' 41.99", having a radius of 400.00 feet, and whose long chord bears N 45° 21' 07.27" E for a distance of 65.05 feet to the beginning of a non-tangential curve.

Said curve turning to the right through 61° 24' 56.12", having a radius of 365.05 feet, and whose long chord bears N 71° 23' 44.34" E for a distance of 372.83 feet to the POINT OF BEGINNING

Area 8

0.66 ac.

From the POINT OF BEGINNING; Said curve turning to the left through 01° 17' 26.07", having a radius of 1485.12 feet, and whose long chord bears S 00° 46' 24.37" E for a distance of 33.45 feet to the beginning of a non-tangential curve.

Said curve turning to the left through 61° 24' 56.12", having a radius of 365.05 feet, and whose long chord bears S 71° 23' 44.34" W for a distance of 372.83 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 09° 19' 41.99", having a radius of 400.00 feet, and whose long chord bears S 45° 21' 07.27" W for a distance of 65.05 feet to a point of intersection with a non-tangential line.

Thence, N 00° 14' 21.64" W for a distance of 200.13 feet to a point on a line.

thence S 89° 42' 36.17" E a distance of 400.02 feet to the POINT OF BEGINNING

Agenda Item #9.1.

Area 9

6.23 ac.

From the POINT OF BEGINNING; Thence, S 00° 14' 21.64" E for a distance of 574.04 feet to a point on a line.

Thence, S 00° 14' 21.64" E for a distance of 200.13 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 40° 18' 04.77", having a radius of 400.00 feet, and whose long chord bears S 70° 10' 00.65" W for a distance of 275.59 feet.

Thence, N 89° 40' 56.97" W for a distance of 89.03 feet to a point on a line.

Thence, N 72° 20' 06.48" W for a distance of 118.08 feet to a point on a line.

Thence, N 00° 14' 11.68" E for a distance of 213.62 feet to a point on a line.

Thence, N 58° 08' 22.49" E for a distance of 70.83 feet to a point on a line.

Thence, N 14° 24' 48.76" E for a distance of 54.29 feet to a point on a line.

Thence, N 13° 27' 09.72" W for a distance of 112.53 feet to a point on a line.

Thence, N 44° 22' 00.19" E for a distance of 559.70 feet to a point on a line.

thence N 44° 22' 00.19" E a distance of 25.47 feet to the POINT OF BEGINNING

Area 10

3.00 ac.

From the POINT OF BEGINNING; Thence, N 34° 46' 45.30" E for a distance of 14.64 feet to a point on a line.

Thence, N 52° 06' 50.95" E for a distance of 139.08 feet to a point on a line.

Thence, N 40° 47' 16.49" E for a distance of 42.59 feet to a point on a line.

Thence, N 40° 56' 02.80" E for a distance of 51.13 feet to a point on a line.

Thence, N 43° 49' 33.22" E for a distance of 158.47 feet to a point on a line.

Thence, N 18° 25' 52.19" E for a distance of 26.33 feet to a point on a line.

Thence, N 34° 41' 08.86" E for a distance of 121.52 feet to a point on a line.

Thence, N 45° 25' 49.29" E for a distance of 37.26 feet to a point on a line.

Thence, N 38° 20' 31.95" E for a distance of 155.38 feet to a point on a line.

Thence, N 74° 51' 48.20" E for a distance of 83.74 feet to a point on a line.

Thence, N 38° 08' 15.35" E for a distance of 180.00 feet to a point on a line.

Thence, N 71° 28' 09.33" E for a distance of 27.26 feet to a point on a line.

Thence, N 71° 28' 09.33" E for a distance of 18.84 feet to a point on a line.

Thence, S 00° 14' 21.64" E for a distance of 162.33 feet to a point on a line.

Thence, S 44° 22' 00.19" W for a distance of 25.47 feet to a point on a line.

Thence, S 44° 22' 00.19" W for a distance of 559.70 feet to a point on a line.

Thence, S 13° 27' 09.72" E for a distance of 112.53 feet to a point on a line.

Thence, S 14° 24' 48.76" W for a distance of 54.29 feet to a point on a line.

Thence, S 58° 08' 22.49" W for a distance of 70.83 feet to a point on a line.

Thence, N 00° 14' 11.68" E for a distance of 46.42 feet to a point on a line.

thence N 90° 00' 00.00" W a distance of 269.49 feet to the POINT OF BEGINNING

Agenda Item #9.1.

Area 11

0.23 ac.

From the POINT OF BEGINNING; Thence, S 42° 56' 49.03" W for a distance of 136.75 feet to a point on a line.
Thence, S 00° 32' 18.47" W for a distance of 32.30 feet to a point on a line.
Thence, S 44° 22' 00.19" W for a distance of 5.03 feet to a point on a line.
Thence, N 00° 14' 21.64" W for a distance of 162.33 feet to a point on a line.
Thence, N 71° 28' 09.33" E for a distance of 52.07 feet to a point on a line.
Thence, N 30° 16' 56.69" E for a distance of 7.28 feet to a point on a line.
Thence, N 89° 45' 48.32" E for a distance of 74.84 feet to a point on a line.
Thence, S 22° 20' 45.40" W for a distance of 8.73 feet to a point on a line.
thence S 33° 00' 35.75" W a distance of 49.37 feet to the POINT OF BEGINNING

Area 12

0.02 ac

From the POINT OF BEGINNING; Thence, N 00° 14' 21.64" W for a distance of 22.61 feet to a point on a line.
Thence, N 89° 45' 48.32" E for a distance of 53.14 feet to a point on a line.
Thence, S 30° 16' 56.69" W for a distance of 7.28 feet to a point on a line.
thence S 71° 28' 09.33" W a distance of 52.07 feet to the POINT OF BEGINNING

Area 13

0.76 ac.

From the POINT OF BEGINNING; Thence, S 57° 38' 15.93" W for a distance of 132.53 feet to a point on a line.
Thence, S 18° 56' 11.94" W for a distance of 34.89 feet to a point on a line.
Thence, S 11° 24' 30.07" W for a distance of 59.23 feet to a point on a line.
Thence, S 09° 31' 10.26" W for a distance of 97.47 feet to a point on a line.
Thence, S 32° 02' 30.37" W for a distance of 48.63 feet to a point on a line.
Thence, S 22° 20' 45.40" W for a distance of 125.14 feet to a point on a line.
Thence, S 89° 45' 48.32" W for a distance of 74.84 feet to a point on a line.
Thence, N 30° 16' 56.69" E for a distance of 141.31 feet to a point on a line.
Thence, N 16° 45' 02.49" E for a distance of 100.45 feet to a point on a line.
Thence, N 24° 45' 28.99" E for a distance of 155.55 feet to a point on a line.
Thence, N 41° 20' 57.48" E for a distance of 51.90 feet to a point on a line.
Thence, N 60° 10' 55.32" E for a distance of 71.74 feet to a point on a line.
Thence, N 00° 00' 00.00" E for a distance of 246.86 feet to a point on a line.
Thence, N 90° 00' 00.00" E for a distance of 36.20 feet to a point on a line.

Agenda Item #9.1.

thence S 00° 16' 04.41" E a distance of 265.58 feet to the POINT OF BEGINNING

Area 14

6.34 ac.

From the POINT OF BEGINNING; Thence, N 89° 45' 48.32" E for a distance of 226.42 feet to a point on a line.

Thence, S 00° 16' 04.41" E for a distance of 140.50 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 14° 11' 29.79", having a radius of 1480.00 feet, and whose long chord bears S 07° 23' 32.19" E for a distance of 365.65 feet to a point of intersection with a non-tangential line.

Thence, S 00° 14' 21.64" E for a distance of 259.37 feet to a point on a line.

Thence, N 89° 42' 36.17" W for a distance of 400.02 feet to a point on a line.

Thence, N 00° 14' 21.64" W for a distance of 574.04 feet to a point on a line.

Thence, N 44° 22' 00.19" E for a distance of 5.03 feet to a point on a line.

Thence, N 00° 32' 18.47" E for a distance of 32.30 feet to a point on a line.

Thence, N 42° 56' 49.03" E for a distance of 136.75 feet to a point on a line.

Thence, N 33° 00' 35.75" E for a distance of 49.37 feet to a point on a line.

thence N 22° 20' 45.40" E a distance of 8.73 feet to the POINT OF BEGINNING

Area 15

1.36 ac.

From the POINT OF BEGINNING; Thence, S 00° 16' 04.41" E for a distance of 414.16 feet to a point on a line.

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Thence, N 22° 20' 45.40" E for a distance of 125.14 feet to a point on a line.

Thence, N 32° 02' 30.37" E for a distance of 48.63 feet to a point on a line.

Thence, N 09° 31' 10.26" E for a distance of 97.47 feet to a point on a line.

Thence, N 11° 24' 30.07" E for a distance of 59.23 feet to a point on a line.

Thence, N 18° 56' 11.94" E for a distance of 34.89 feet to a point on a line.

thence N 57° 38' 15.93" E a distance of 132.53 feet to the POINT OF BEGINNING

Area 16

4.31 ac.

From the POINT OF BEGINNING; Thence, N 00° 14' 21.64" W for a distance of 807.75 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 05° 05' 42.84", having a radius of 642.50 feet, and whose long chord bears S 83° 15' 56.04" E for a distance of 57.12 feet.

Thence, S 85° 48' 47.46" E for a distance of 298.21 feet to a point on a line.

Thence, S 00° 16' 04.41" E for a distance of 98.08 feet to a point on a line.

Thence, N 90° 00' 00.00" W for a distance of 36.20 feet to a point on a line.

Thence, S 00° 00' 00.00" W for a distance of 246.86 feet to a point on a line.

Thence, S 60° 10' 55.32" W for a distance of 71.74 feet to a point on a line.

Agenda Item #9.1.

Thence, S 41° 20' 57.48" W for a distance of 51.90 feet to a point on a line.
Thence, S 24° 45' 28.99" W for a distance of 155.55 feet to a point on a line.
Thence, S 16° 45' 02.49" W for a distance of 100.45 feet to a point on a line.
Thence, S 30° 16' 56.69" W for a distance of 141.31 feet to a point on a line.
thence S 89° 45' 48.32" W a distance of 53.14 feet to the POINT OF BEGINNING

Area 17

30.99 ac.

POINT OF BEGINNING; Thence, S 00° 14' 21.64" E for a distance of 808.48 feet to a point on a line.
Thence, N 90° 00' 00.00" W for a distance of 8.68 feet to a point on a line.
Thence, S 00° 00' 00.00" W for a distance of 21.09 feet to a point on a line.
Thence, N 90° 00' 00.00" E for a distance of 8.76 feet to a point on a line.
Thence, S 00° 14' 21.64" E for a distance of 0.79 feet to a point on a line.
Thence, S 71° 28' 09.33" W for a distance of 18.84 feet to a point on a line.
Thence, S 71° 28' 09.33" W for a distance of 27.26 feet to a point on a line.
Thence, S 38° 08' 15.35" W for a distance of 180.00 feet to a point on a line.
Thence, S 74° 51' 48.20" W for a distance of 83.74 feet to a point on a line.
Thence, S 38° 20' 31.95" W for a distance of 155.38 feet to a point on a line.
Thence, S 45° 25' 49.29" W for a distance of 37.26 feet to a point on a line.
Thence, S 34° 41' 08.86" W for a distance of 121.52 feet to a point on a line.
Thence, S 18° 25' 52.19" W for a distance of 26.33 feet to a point on a line.
Thence, S 43° 49' 33.22" W for a distance of 158.47 feet to a point on a line.
Thence, S 40° 56' 02.80" W for a distance of 51.13 feet to a point on a line.
Thence, S 40° 47' 16.49" W for a distance of 42.59 feet to a point on a line.
Thence, S 52° 06' 50.95" W for a distance of 139.08 feet to a point on a line.
Thence, S 34° 46' 45.30" W for a distance of 14.64 feet to a point on a line.
Thence, N 90° 00' 00.00" W for a distance of 226.80 feet to the beginning of a non-tangential curve,
Said curve turning to the right through 00° 54' 31.64", having a radius of 1659.53 feet, and whose long chord bears N 17° 44' 50.60" W for a distance of 26.32 feet to the beginning of a non-tangential curve.
Said curve turning to the right through an angle of 16° 18' 31.31", having a radius of 990.79 feet, and whose long chord bears N 09° 08' 19.12" W for a distance of 281.07 feet to a point of intersection with a non-tangential line.
Thence, N 02° 40' 13.80" W for a distance of 140.52 feet to the beginning of a curve,
Said curve turning to the left through 07° 04' 14.45", having a radius of 6326.50 feet, and whose long chord bears N 06° 12' 21.02" W for a distance of 780.24 feet to the beginning of a non-tangential curve.
Said curve turning to the right through an angle of 21° 49' 45.20", having a radius of 516.38 feet, and whose long chord bears N 00° 26' 25.00" W for a distance of 195.55 feet to a point of intersection with a non-tangential line.
Thence, N 82° 15' 37.00" E for a distance of 276.60 feet to a point on a line.
Thence, N 82° 18' 37.29" E for a distance of 182.03 feet to a point on a line.
Thence, N 08° 10' 40.20" W for a distance of 234.73 feet to the beginning of a non-tangential curve,

Agenda Item #9.1.

Said curve turning to the right through an angle of $11^{\circ} 01' 45.17''$, having a radius of 407.50 feet, and whose long chord bears $S 82^{\circ} 41' 36.02'' E$ for a distance of 78.32 feet.

Thence, $S 77^{\circ} 10' 43.44'' E$ for a distance of 517.74 feet to a point on a line.

Thence, $S 77^{\circ} 10' 43.44'' E$ for a distance of 54.39 feet to the beginning of a non-tangential curve,

Said curve turning to the left through $03^{\circ} 21' 54.81''$, having a radius of 642.50 feet, and whose long chord bears $S 79^{\circ} 02' 07.22'' E$ for a distance of 37.73 feet to the POINT OF BEGINNING

Area 18

9.32 ac.

From the POINT OF BEGINNING; Thence, $S 00^{\circ} 13' 07.00'' E$ for a distance of 225.23 feet to a point on a line.

Thence, $S 00^{\circ} 13' 07.00'' E$ for a distance of 224.94 feet to a point on a line.

Thence, $S 00^{\circ} 13' 07.00'' E$ for a distance of 255.32 feet to a point on a line.

Thence, $S 00^{\circ} 13' 07.00'' E$ for a distance of 204.43 feet to the beginning of a curve,

Said curve turning to the right through an angle of $91^{\circ} 10' 32.60''$, having a radius of 25.00 feet, and whose long chord bears $S 45^{\circ} 22' 09.30'' W$ for a distance of 35.72 feet.

Thence, $N 89^{\circ} 02' 34.40'' W$ for a distance of 129.78 feet to the beginning of a curve,

Said curve turning to the right through $02^{\circ} 51' 46.31''$, having a radius of 957.50 feet, and whose long chord bears $N 87^{\circ} 36' 41.25'' W$ for a distance of 47.84 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of $08^{\circ} 40' 59.50''$, having a radius of 957.50 feet, and whose long chord bears $N 81^{\circ} 50' 18.35'' W$ for a distance of 144.97 feet.

Thence, $N 77^{\circ} 29' 48.60'' W$ for a distance of 26.09 feet to a point on a line.

Thence, $N 02^{\circ} 15' 29.24'' E$ for a distance of 1165.01 feet to the beginning of a non-tangential curve,

Said curve turning to the left through $00^{\circ} 33' 58.18''$, having a radius of 13973.23 feet, and whose long chord bears $S 83^{\circ} 36' 15.18'' E$ for a distance of 138.07 feet to the beginning of a non-tangential curve.

Said curve turning to the left through $00^{\circ} 40' 02.95''$, having a radius of 13973.23 feet, and whose long chord bears $S 84^{\circ} 13' 15.75'' E$ for a distance of 162.79 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of $84^{\circ} 20' 10.22''$, having a radius of 25.00 feet, and whose long chord bears $S 42^{\circ} 23' 12.12'' E$ for a distance of 33.57 feet.

thence $S 00^{\circ} 13' 07.00'' E$ a distance of 202.94 feet to the POINT OF BEGINNING

Area 19

30.69ac.

From the POINT OF BEGINNING; Thence, $N 77^{\circ} 29' 48.60'' W$ for a distance of 489.18 feet to the beginning of a non-tangential curve,

Said curve turning to the left through $15^{\circ} 41' 23.95''$, having a radius of 1042.70 feet, and whose long chord bears $N 85^{\circ} 33' 44.01'' W$ for a distance of 284.64 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of $00^{\circ} 10' 18.33''$, having a radius of 103386.86 feet, and whose long chord bears $S 82^{\circ} 17' 18.85'' W$ for a distance of 309.93 feet to a point of intersection with a non-tangential line.

Thence, $S 79^{\circ} 24' 46.47'' W$ for a distance of 24.64 feet to a point on a line.

Thence, $N 15^{\circ} 05' 30.15'' W$ for a distance of 23.45 feet to the beginning of a non-tangential curve,

Agenda Item #9.1.

Said curve turning to the right through an angle of $11^{\circ} 30' 47.74''$, having a radius of 917.96 feet, and whose long chord bears $N 07^{\circ} 44' 30.21'' W$ for a distance of 184.15 feet to a point of intersection with a non-tangential line.

Thence, $N 00^{\circ} 03' 07.68'' E$ for a distance of 871.05 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of $12^{\circ} 27' 54.03''$, having a radius of 470.00 feet, and whose long chord bears $N 05^{\circ} 56' 30.98'' E$ for a distance of 102.05 feet.

Thence, $N 12^{\circ} 10' 28.00'' E$ for a distance of 85.86 feet to the beginning of a curve,

Said curve turning to the right through $69^{\circ} 46' 24.12''$, having a radius of 25.00 feet, and whose long chord bears $N 47^{\circ} 03' 40.06'' E$ for a distance of 28.60 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of $01^{\circ} 15' 49.06''$, having a radius of 3939.52 feet, and whose long chord bears $S 76^{\circ} 37' 53.86'' E$ for a distance of 86.88 feet to a point of intersection with a non-tangential line.

Thence, $S 75^{\circ} 21' 44.95'' E$ for a distance of 87.64 feet to the beginning of a non-tangential curve,

Said curve turning to the right through $01^{\circ} 01' 14.99''$, having a radius of 3939.52 feet, and whose long chord bears $S 74^{\circ} 12' 53.07'' E$ for a distance of 70.19 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of $08^{\circ} 50' 12.58''$, having a radius of 1460.00 feet, and whose long chord bears $S 78^{\circ} 07' 21.86'' E$ for a distance of 224.96 feet to a point of intersection with a non-tangential line.

Thence, $S 07^{\circ} 05' 02.89'' W$ for a distance of 0.13 feet to a point on a line.

Thence, $S 83^{\circ} 19' 06.79'' E$ for a distance of 107.17 feet to a point on a line.

Thence, $S 81^{\circ} 57' 17.39'' E$ for a distance of 561.23 feet to a point on a line.

thence $S 02^{\circ} 15' 29.24'' W$ a distance of 1165.01 feet to the POINT OF BEGINNING

Area 20

8.10 ac.

From the POINT OF BEGINNING; Said curve turning to the left through an angle of $05^{\circ} 42' 33.56''$, having a radius of 2768.61 feet, and whose long chord bears $S 02^{\circ} 39' 48.62'' W$ for a distance of 275.77 feet to a point of intersection with a non-tangential line.

Thence, $S 00^{\circ} 29' 55.06'' E$ for a distance of 340.58 feet to a point on a line.

Thence, $S 00^{\circ} 01' 41.06'' W$ for a distance of 505.30 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of $96^{\circ} 40' 53.21''$, having a radius of 25.00 feet, and whose long chord bears $S 48^{\circ} 20' 26.60'' W$ for a distance of 37.36 feet.

Thence, $N 83^{\circ} 19' 06.79'' W$ for a distance of 266.73 feet to a point on a line.

Thence, $N 00^{\circ} 03' 02.16'' E$ for a distance of 279.60 feet to the beginning of a non-tangential curve,

Said curve turning to the left through $11^{\circ} 44' 52.62''$, having a radius of 2500.00 feet, and whose long chord bears $N 05^{\circ} 29' 33.38'' W$ for a distance of 511.70 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of $03^{\circ} 39' 41.08''$, having a radius of 2500.00 feet, and whose long chord bears $N 13^{\circ} 32' 05.54'' W$ for a distance of 159.73 feet to a point of intersection with a non-tangential line.

Thence, $N 12^{\circ} 26' 58.08'' W$ for a distance of 82.38 feet to a point on a line.

Thence, $N 86^{\circ} 07' 31.17'' E$ for a distance of 163.86 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of $09^{\circ} 22' 47.34''$, having a radius of 301.64 feet, and whose long chord bears $N 05^{\circ} 40' 54.01'' W$ for a distance of 49.33 feet to a point of intersection with a non-tangential line.

Agenda Item #9.1.

Thence, N 00° 11' 28.95" W for a distance of 29.46 feet to a point on a line.

From the POINT OF BEGINNING; Thence, S 00° 11' 28.95" E for a distance of 350.40 feet to a point on a line.

Thence, S 89° 48' 31.05" W for a distance of 159.21 feet to a point on a line.

Thence, N 25° 04' 50.44" W for a distance of 274.41 feet to a point on a line.

Thence, N 63° 08' 55.40" E for a distance of 239.37 feet to a point on a line.

thence S 84° 37' 34.43" E a distance of 61.07 feet to the POINT OF BEGINNING;

From the POINT OF BEGINNING; Said curve turning to the right through 01° 31' 21.99", having a radius of 1296.39 feet, and whose long chord bears S 14° 10' 44.83" W for a distance of 34.45 feet to the beginning of a non-tangential curve.

Said curve turning to the left through 03° 00' 02.28", having a radius of 2768.61 feet, and whose long chord bears S 13° 26' 24.68" W for a distance of 144.98 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 06° 25' 18.15", having a radius of 2768.61 feet, and whose long chord bears S 08° 43' 44.47" W for a distance of 310.14 feet to a point of intersection with a non-tangential line.

Thence, S 89° 48' 31.05" W for a distance of 248.30 feet to a point on a line.

Thence, N 00° 11' 28.95" W for a distance of 350.40 feet to a point on a line.

Thence, N 84° 37' 34.43" W for a distance of 61.07 feet to a point on a line.

Thence, S 63° 08' 55.40" W for a distance of 239.37 feet to a point on a line.

Thence, N 25° 04' 50.44" W for a distance of 120.00 feet to a point on a line.

Thence, S 63° 05' 46.40" W for a distance of 25.30 feet to a point on a line.

Thence, N 25° 43' 30.79" W for a distance of 48.65 feet to a point on a line.

Thence, N 28° 49' 19.24" W for a distance of 123.19 feet to a point on a line.

Thence, N 28° 36' 41.14" E for a distance of 80.01 feet to a point on a line.

Thence, N 40° 05' 52.68" E for a distance of 64.30 feet to a point on a line.

Thence, N 59° 39' 28.07" E for a distance of 78.78 feet to a point on a line.

Thence, S 89° 41' 49.89" E for a distance of 619.57 feet to a point on a line.

thence S 00° 06' 19.88" W a distance of 171.16 feet to the POINT OF BEGINNING;thence N 89° 48' 31.05" E a distance of 248.30 feet to the POINT OF BEGINNING

Area 21

0.33 ac.

From the POINT OF BEGINNING; Thence, N 12° 26' 58.08" W for a distance of 91.16 feet to a point on a line.

Thence, N 89° 46' 41.97" E for a distance of 18.95 feet to a point on a line.

Thence, N 89° 48' 31.05" E for a distance of 159.21 feet to a point on a line.

Thence, S 00° 11' 28.95" E for a distance of 29.46 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 09° 22' 47.34", having a radius of 301.64 feet, and whose long chord bears S 05° 40' 54.01" E for a distance of 49.33 feet to a point of intersection with a non-tangential line.

thence S 86° 07' 31.17" W a distance of 163.86 feet to the POINT OF BEGINNING

AREA 22

1.65 ac.

From the POINT OF BEGINNING; Thence, S 00° 11' 28.95" E for a distance of 350.40 feet to a point on a line.

Thence, S 89° 48' 31.05" W for a distance of 159.21 feet to a point on a line.

Thence, N 25° 04' 50.44" W for a distance of 274.41 feet to a point on a line.

Thence, N 63° 08' 55.40" E for a distance of 239.37 feet to a point on a line.

thence S 84° 37' 34.43" E a distance of 61.07 feet to the POINT OF BEGINNING

Agenda Item #9.1.

Area 23

7.4 ac.

From the POINT OF BEGINNING; Said curve turning to the right through $01^{\circ} 31' 21.99''$, having a radius of 1296.39 feet, and whose long chord bears $S 14^{\circ} 10' 44.83'' W$ for a distance of 34.45 feet to the beginning of a non-tangential curve.

Said curve turning to the left through $03^{\circ} 00' 02.28''$, having a radius of 2768.61 feet, and whose long chord bears $S 13^{\circ} 26' 24.68'' W$ for a distance of 144.98 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of $06^{\circ} 25' 18.15''$, having a radius of 2768.61 feet, and whose long chord bears $S 08^{\circ} 43' 44.47'' W$ for a distance of 310.14 feet to a point of intersection with a non-tangential line.

Thence, $S 89^{\circ} 48' 31.05'' W$ for a distance of 248.30 feet to a point on a line.

Thence, $N 00^{\circ} 11' 28.95'' W$ for a distance of 350.40 feet to a point on a line.

Thence, $N 84^{\circ} 37' 34.43'' W$ for a distance of 61.07 feet to a point on a line.

Thence, $S 63^{\circ} 08' 55.40'' W$ for a distance of 239.37 feet to a point on a line.

Thence, $N 25^{\circ} 04' 50.44'' W$ for a distance of 120.00 feet to a point on a line.

Thence, $S 63^{\circ} 05' 46.40'' W$ for a distance of 25.30 feet to a point on a line.

Thence, $N 25^{\circ} 43' 30.79'' W$ for a distance of 48.65 feet to a point on a line.

Thence, $N 28^{\circ} 49' 19.24'' W$ for a distance of 123.19 feet to a point on a line.

Thence, $N 28^{\circ} 36' 41.14'' E$ for a distance of 80.01 feet to a point on a line.

Thence, $N 40^{\circ} 05' 52.68'' E$ for a distance of 64.30 feet to a point on a line.

Thence, $N 59^{\circ} 39' 28.07'' E$ for a distance of 78.78 feet to a point on a line.

Thence, $S 89^{\circ} 41' 49.89'' E$ for a distance of 619.57 feet to a point on a line.

thence $S 00^{\circ} 06' 19.88'' W$ a distance of 171.16 feet to the POINT OF BEGINNING

Area 24

1.82 ac

POINT OF BEGINNING; Thence, $N 89^{\circ} 54' 10.31'' W$ for a distance of 793.85 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of $20^{\circ} 55' 24.36''$, having a radius of 1449.97 feet, and whose long chord bears $N 75^{\circ} 50' 11.85'' E$ for a distance of 526.57 feet to a point of intersection with a non-tangential line.

Thence, $N 65^{\circ} 23' 22.15'' E$ for a distance of 307.47 feet to a point on a line.

thence $S 00^{\circ} 49' 55.11'' E$ a distance of 258.26 feet to the POINT OF BEGINNING

Agenda Item #9.1.

Area 25

1.00ac.

POINT OF BEGINNING: Thence, N 08° 12' 04.22" W for a distance of 239.02 feet to a point on a line.

Thence, N 81° 39' 28.16" E for a distance of 110.39 feet to the beginning of a curve,

Said curve turning to the right through an angle of 10° 08' 08.78", having a radius of 407.50 feet, and whose long chord bears N 86° 43' 27.00" E for a distance of 71.99 feet to a point of intersection with a non-tangential line.

Thence, S 08° 10' 40.20" E for a distance of 234.73 feet to a point on a line.

Thence, S 84° 37' 12.40" W for a distance of 3.86 feet to a point on a line.

thence S 82° 15' 37.00" W a distance of 178.17 feet to the POINT OF BEGINNING

FINDINGS

1. The Sonoma Ranch East II Annexation, which served as the basis for the Sonoma Ranch East II Master Plan, was originally approved on February 28, 2005.
2. The master plan has technically been amended six times involving both minor and major amendments (first was considered a minor amendment tracked differently from the rest).
3. The amendments have altered planning parcel boundaries, densities, intensities, and land uses particularly within the boundaries herein considered for amendment #5.
4. The current amendment #5 proposal, consisting of $\pm$ 122.46 acres, seeks to lower residential densities in $\pm$ 91.48 acres (approximately 75%) of the subject amendment area in question. Residential land use will shift to single-family low density for these areas.
5. Of the remaining 25% of the amendment area, the proposal is to retain $\pm$ 15.5 acres as single-family high density.
6. Via this amendment, the intent is to amend the master plan and change the zoning of subject property to accommodate a predominately large lot residential development. A smaller acreage is reserved for smaller lots having a minimum lot size of 3500 square feet in area.
7. Single-family low density, single-family high density, open space – natural conservation, flood control, and flood control/open space-natural conservation are the only land uses proposed in amendment #5.
8. Elevate's Future Development Map reflects the potential for neighborhood centers in the immediate area however, no such center is being proposed. A letter justifying this position was submitted for P&Z consideration.
9. The subject property falls within the Suburban place type. This place type is characterized by low to moderate density residential land uses intermixed with areas of commercial development.
10. The amendment/zone change requests may be considered consistent with the stated place type characteristics regarding the two residential density types proposed and provisions for natural public space.
11. The proposal seeks residential development consistent with the surrounding neighborhood.
12. The proposal's single-family density threshold falls within the place type density range for like development.
13. The proposal seeks to plan for and better define sensitive areas such as arroyo boundaries and natural topography.
14. The proposal formalizes, combines, and provides better neighborhood access to the proposed park.
15. The proposed master plan amendment/zone change request is supported by various policies and actions identified in the Elevate Las Cruces Comprehensive Plan and meets the purpose and intent of the 2001 Zoning Code, as amended (2001 Zoning Code, Section 38-2).



Type of Action:
Planning & Zoning
Staff Report

Planning & Zoning Commission Staff Report

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ N/A			
Adopted:	May 27, 2025			
Drafter:	Vince Banegas	Department:	Community Development	
Program:	Community Planning	Line of Business:	Community Planning	
Title:	A REQUEST FOR FINAL APPROVAL TO A MAJOR AMENDMENT INVOLVING THE SONOMA RANCH EAST II MASTER PLAN, TITLED SONOMA RANCH EAST II MASTER PLAN AMENDMENT #5, AND TO PROVIDE A RECOMMENDATION FOR THE CORRESPONDING ZONE CHANGES. THE PROPERTY IS GENERALLY LOCATED NORTH OF SONORA SPRINGS BOULEVARD, EAST OF PAGOSA HILLS AVENUE/PETALUMA AVENUE, AND WEST OF MESA GRANDE DRIVE. SUBMITTED BY SOUDER MILLER AND ASSOCIATES ON BEHALF OF SIERRA NORTE DEVELOPMENT, INC. (CASE 24CS0500131 AND 24ZO0500130)			

PURPOSE(S) OF ACTION:

Final approval of master plan amendment and recommendation for corresponding zone changes.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

This staff report is intended to cover both the master plan amendment and the companion rezoning requests. As such, staff recommends that both items be heard concurrently and then voted on individually. The applicant has sought consideration of these items under the codes preceding the adoption of the Realize Development Code.

A master plan is the first step in a three-tier land development process involving the subdivision of land for conveyance purposes pursuant to Section 37-41 of the Las Cruces Subdivision Code. The following two steps involve preliminary and final plat processes. Master plan major amendments are required when a substantial change to the previously approved master plan takes place. Substantial changes shall include, but are not limited to the following five criteria: 1) Any change in land use or use intensity; 2) Modifications of vehicular circulation on arterials, collectors and/or major local designated streets; 3) Increase in residential density; 4) Any extension of time limits beyond 20 percent; and 5) Any change in the master plan that is determined by the subdivision administrator to be substantial. In this instance, criteria #1 and #5 are at issue resulting in the need to have the master plan's proposed changes reviewed and the corresponding zone changes considered for approval by the Planning and Zoning Commission and City Council as applicable.

Per the Subdivision Code, the purpose of a master plan is to advance the goals and objectives of the city's comprehensive plan and to address a variety of environmental and social issues in an area being proposed for future development. It is also considered a conceptual tool reflecting the ideas and thoughts for future development and as such serves as a guide to help ensure consistency with policy that involves, but is not limited to land use, growth management, transportation, utilities, recreation, housing, economic development, environmental and community service-related planning.

Agenda Item #9.1.

Historically speaking, the original Sonoma Ranch East II Master Plan was created upon the annexation of ± 322 acres called Sonoma Ranch East II Annexation. The annexation plat, master plan, and initial zoning were all approved via their respective ordinances and resolution on 2/28/05. There have been several amendments to the master plan since its adoption ranging from a minor amendment that transferred a small portion of proposed right-of-way from the subject master plan boundary to the master plan that sits immediately west, to several major amendments that altered planning parcel boundaries, densities, intensities, land uses, and park locations. Relative to the land within the confines of the subject ± 122.46 acres, there have been 3 amendments that directly impact property within the amendment #5 boundary. All amendments are listed within this packet per Attachment "L". Those amendments with a double asterisk pertain to the land within the proposed amendment #5 boundary.

The Sonoma Ranch East II Master Plan Amendment #5 proposal involves approximately 122.46 undeveloped acres (excluding the CLC water tank) of the master plan's original ± 322 acres. The area is served by several key thoroughfares which include Mesa Grande Drive as a proposed minor arterial (100' R.O.W.), Calle Jitas, a minor arterial (100' R.O.W.), Sedona Hills Parkway, a major collector (85' R.O.W.), Sonora Springs Boulevard, a minor arterial (100' R.O.W.), and Pagosa Hills Avenue, a local roadway (50' R.O.W.). As proposed, development will occur in three primary phases (north to south and divided by Calle Jitas Boulevard and Sedona Hills Boulevard) and seeks to create general changes summarized below. Please note, greater detail on the proposed changes can also be found on Attachment L.

The conversion of ± 8.10-acres from multi-dwelling, medium density (20 du/ac max)/single-family high density (10 du/ac max) to single-family high density (12 du/ac max).

The conversion of ± 7.4-acres from single-family high density (10 du/ac max) to single-family high density (12 du/ac max).

The conversion of ± 67.91-acres from single-family high density (10 du/ac max) to single-family low density (4 du/ac max).

The conversion of ± 23.96-acres from mixed-use (various single-family high density, multi-dwelling medium density, office professional), commercial, and other non-residential designations to single-family low density (4 du/ac max).

The reconfiguration/relocation of a proposed 2.0-acre park site in existing single-family high density (10 du/ac max) parcels.

Reconfiguration of planning parcels generally; and finally,

The delineation/re-delineation of open space and flood control/open space.

With little exception as it relates to residential land use, a majority of the land use changes proposed in amendment #5, are intended to accommodate a single-family low-density/rural style of development consisting primarily of 56 one-acre lots on ± 91.48 acres. An additional ± 15.5 acres will exist as single-family high-density development and is expected to provide for approximately 61 smaller residential lots consistent with the approved land use/zoning currently in place pursuant to amendment #4 approvals. A comparison of the potential residential build-out between amendment #4 and #5 using min./max. tabular data on each master plan is reflected below.

	Low Housing Count Scenario (Units)	High Housing Count Scenario (Units)
Amendment #4	235-862	235-1,376
Amendment #5	230	552
Proposed Build-Out	117	117

In comparison of the two master plans for commercial land use, amendment #4 reflects a minimum acreage of ± 3.97-acres and a maximum (considering applicable development options involving 7.25 acres) of 11.22-acres. Amendment #5 proposes no office, or commercial use.

The Sonoma Ranch East II Master Plan is located in the Suburban Neighborhood Place Type per the Elevate Las Cruces Comprehensive Plan. This place type seeks to achieve low-to-moderate density residential land uses intermixed with areas of commercial development. Predominant land uses should include single-family and multi-family development, retail and office uses, and other ancillary uses like schools, parks, etc. Additionally, Elevate's Future Development Map identifies provisions for three potential Neighborhood Centers

Agenda Item #9.1.

in the area just north of Calle Jitas/Alameda Arroyo along Mesa Grande Drive, the area just east of Sedona Hills Parkway and Mesa Grande Drive, and finally, just south of Sonora Springs Boulevard along Mesa Grande Drive near the East Mesa Sports Complex. Although center locations may "float" or shift slightly from where they are shown on the map, the fact that said map depicts such a concentration of centers in the area seems to indicate that a center should be considered as part of the development fabric for the area. Development of neighborhood centers make sense when appropriate land use, utility infrastructure, transportation facilities, and related services are in place to support such a center. Per Elevate, neighborhood centers should include a mix of residential and non-residential land uses that provide nodes of community activity for surrounding residential neighborhoods. These activity centers are intended to provide local employment, shopping, and entertainment opportunities and provide a diverse mix of residential living options.

Residential uses in neighborhood centers are encouraged to achieve a gross density of 8-15 du/ac. for single-family and 15-30 du/ac. for multi-family uses.

The applicant, acting on his client's behalf, has submitted a letter citing reasons why a neighborhood center should not be considered in part or in whole anywhere within the amendment #5 boundaries. In essence, the letter states that better opportunities for this development concept can be or are being achieved through development taking place around the Northrise Drive/Sonoma Ranch Boulevard area and the Hwy 70/ Mesa Grande Drive area. They indicate that the latter area is designated as a town center per Elevate, which is correct. They further state that other areas near the sports complex would be better suited for the mixed-use concept the comprehensive plan seeks to achieve. Elevate, in consideration of neighborhood centers, seeks the distribution of this mixed-use style of development at an approximate 1-mile interval at intersections of arterials and other "major" thoroughfares. The concept takes into consideration existing commercial, office, and other like uses whether in recognized/developing town centers, or along mixed-use or commercial corridors. That said, neighborhood centers are intended to be neighborhood centric with emphasis on allowing pedestrian access via a 1/2-mile walk shed. This is in relative stark contrast to distances one would have to travel in order to go to the areas the justification letter cites particularly those areas well north of the subject property.

To effect change per the proposed major master plan amendment #5, a corresponding set of zone change requests have been submitted for consideration and recommendation to City Council. The zone change requests are many and can be found on Attachment "E" which is included in this packet. These requests are intended to directly support the proposed development sought through the amendment.

On April 16, 2025, the Development Review Committee (DRC) reviewed the proposed master plan amendment. The DRC voted unanimously to approve the master plan as presented. Please refer to Attachment "J" for the draft minutes of the subject DRC meeting.

In accordance to the Subdivision Code and Zoning Code, notice of the public hearing was mailed to all property owner within 500 feet of the subject property. Any input received regarding the subject cases will be discussed during staff presentation.

References:

Original Sonoma Ranch East II Master Plan - approved February 28, 2005
Sonoma Ranch East II Amendment #1 - approved August 25, 2009
Sonoma Ranch East II Amendment #2 - approved March 27, 2018
Sonoma Ranch East II Amendment #3 - approved September 24, 2018
Sonoma Ranch East II Amendment #4 - approved July 28, 2020

SUPPORT INFORMATION:

[Attachment "A" - Zoning Map](#)

[Attachment "B" - Aerial Map](#)

[Attachment "C" - Proposed Master Plan Amendment #5](#)

[Attachment "D" - Proposed Zone Change Map](#)

Agenda Item #9.1.

[Attachment "E"- Zone Change Requests](#)

[Attachement "F" - Zone Change Tract Index Map \(Legal Descriptions\)](#)

[Attachment "G" - Legal Descriptions](#)

[Attachment "H" - Justification Letter](#)

[Attachment I - Elevate LC Comprehensive Plan Goals, Policies, and Actions](#)

[Attachment "J" - DRC Draft Minutes 4-16-25](#)

[Attachment "K" - Findings of Fact](#)

[Attachment "L" – Master Plan Amendment History and New Proposal Detail](#)

[Attachment "M" - Existing Approved Master Plan Amendment 4](#)

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z

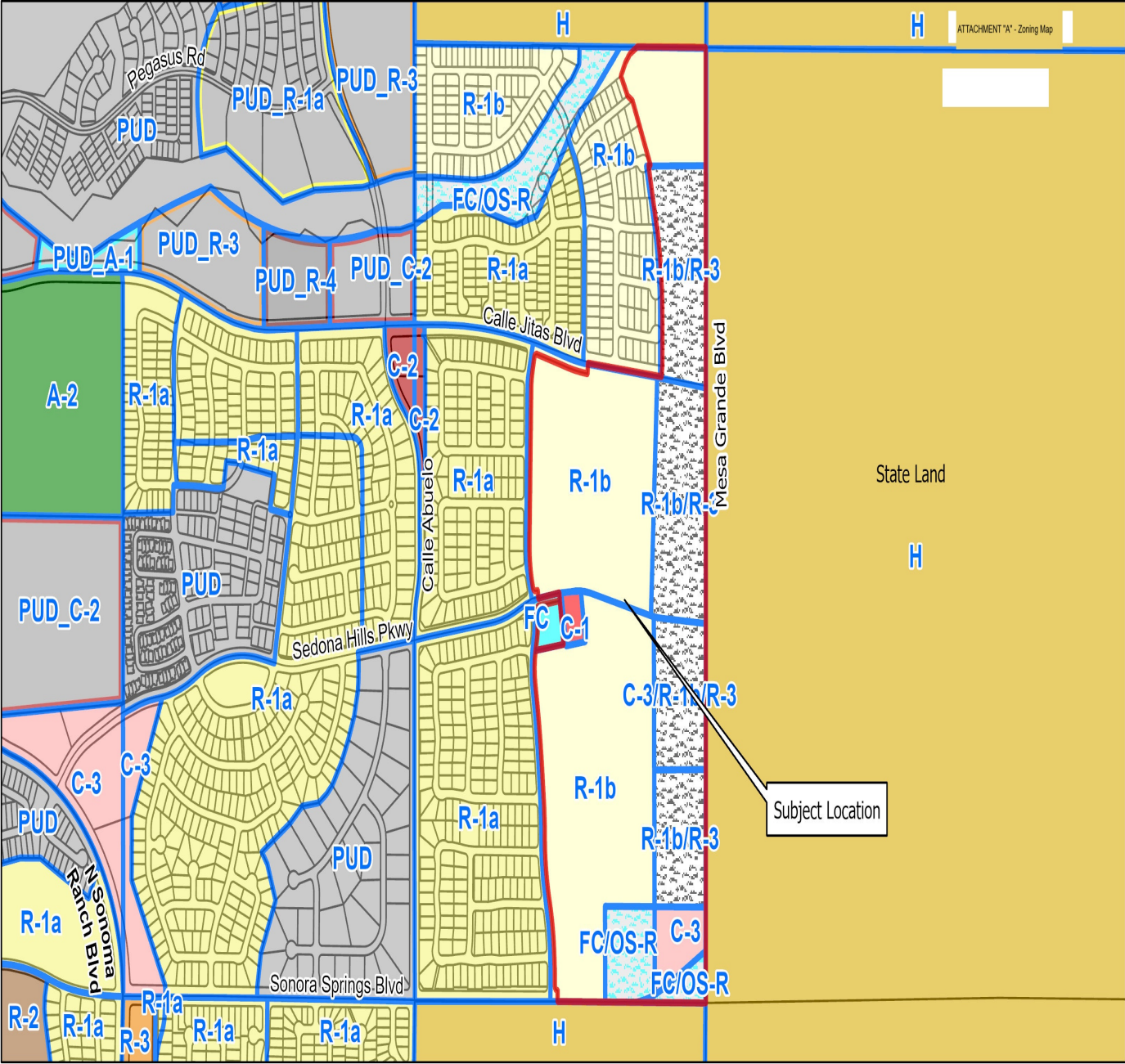
OPTIONS / ALTERNATIVES:

Master Plan Voting Options:

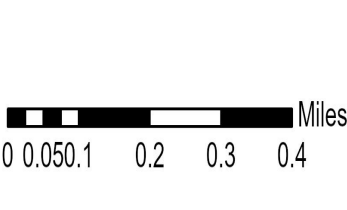
1. Vote "Yes"; this will approve the proposed master plan amendment known as Sonoma Ranch East II Amendment #5.
2. Vote "No"; this will deny the proposed master plan amendment.
3. Vote to "Amend"; This would allow the Commission to approve the amendment with stipulated conditions as deemed prudent.
4. Vote to "Table"; this will postpone consideration of the proposed amendment and should include Commission direction and applicable.

Zone Change Voting Options:

1. Vote "Yes"; this will recommend approval for the proposed zone changes that correspond with the master plan amendment known as Sonoma Ranch East II Amendment #5.
2. Vote "No"; this will recommend denial for the proposed zone changes.
3. Vote to "Amend"; this could modify the recommendation of approval of the proposed zone changes by adding conditions as the Planning and Zoning Commission deems appropriate.
4. Vote to "Table"; this will postpone consideration of the proposed zone changes pursuant to further direction from the Commission.



Note: Subject property is outlined in red.



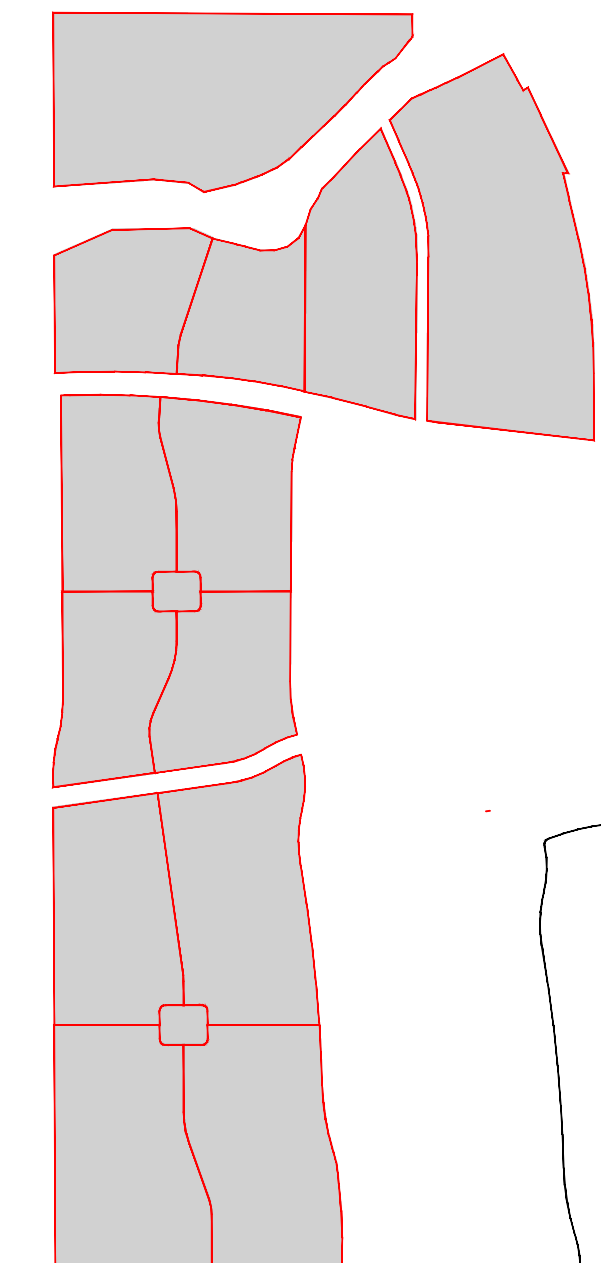
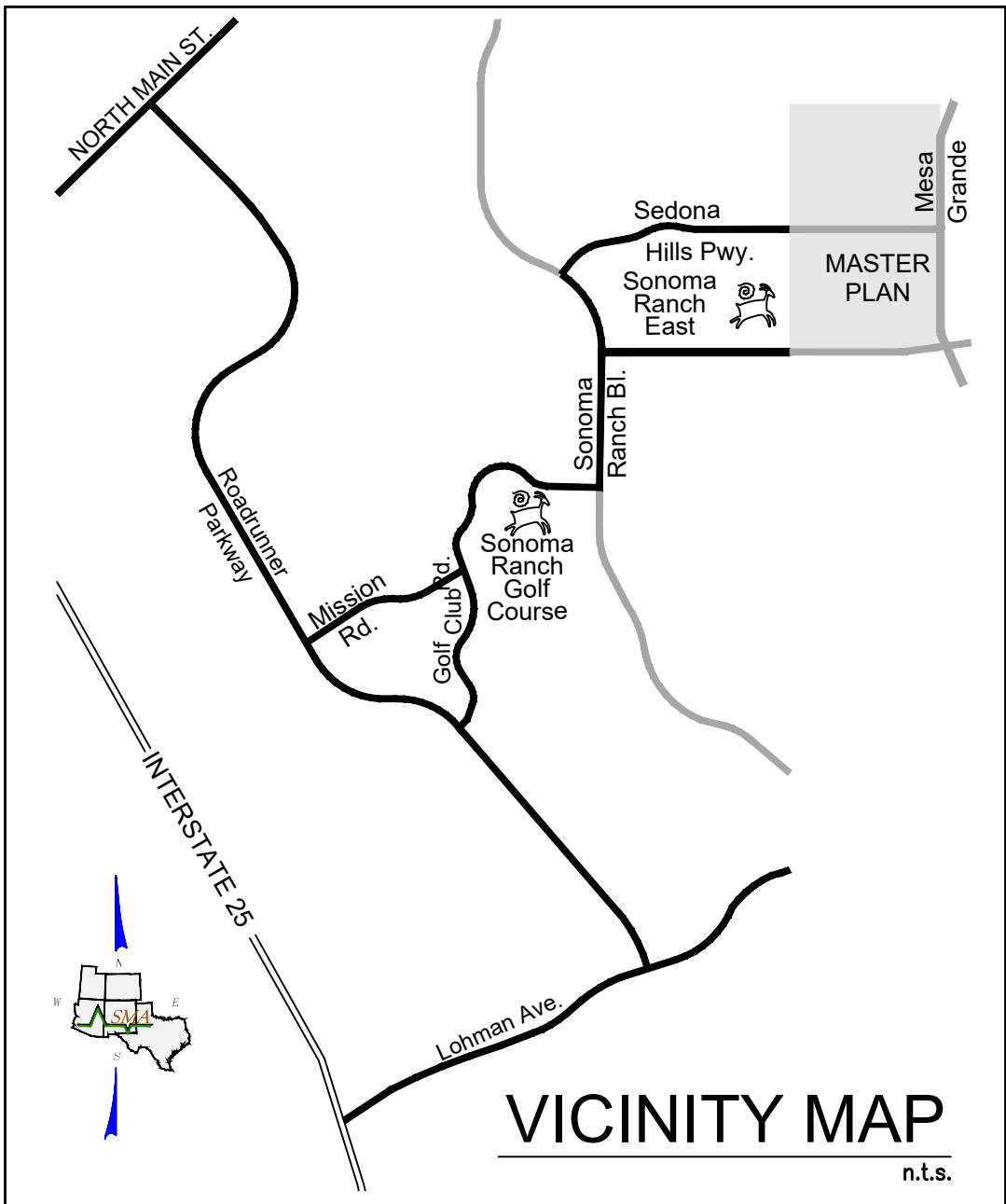
Legend

Zoning District	C-3	PUD_
A-2	FC	PUD_
C-1	FC/OS-R	PUD_
C-2	H	PUD_
	PUD	PUD_
	PUD_A-1	R-1a
		R-1b

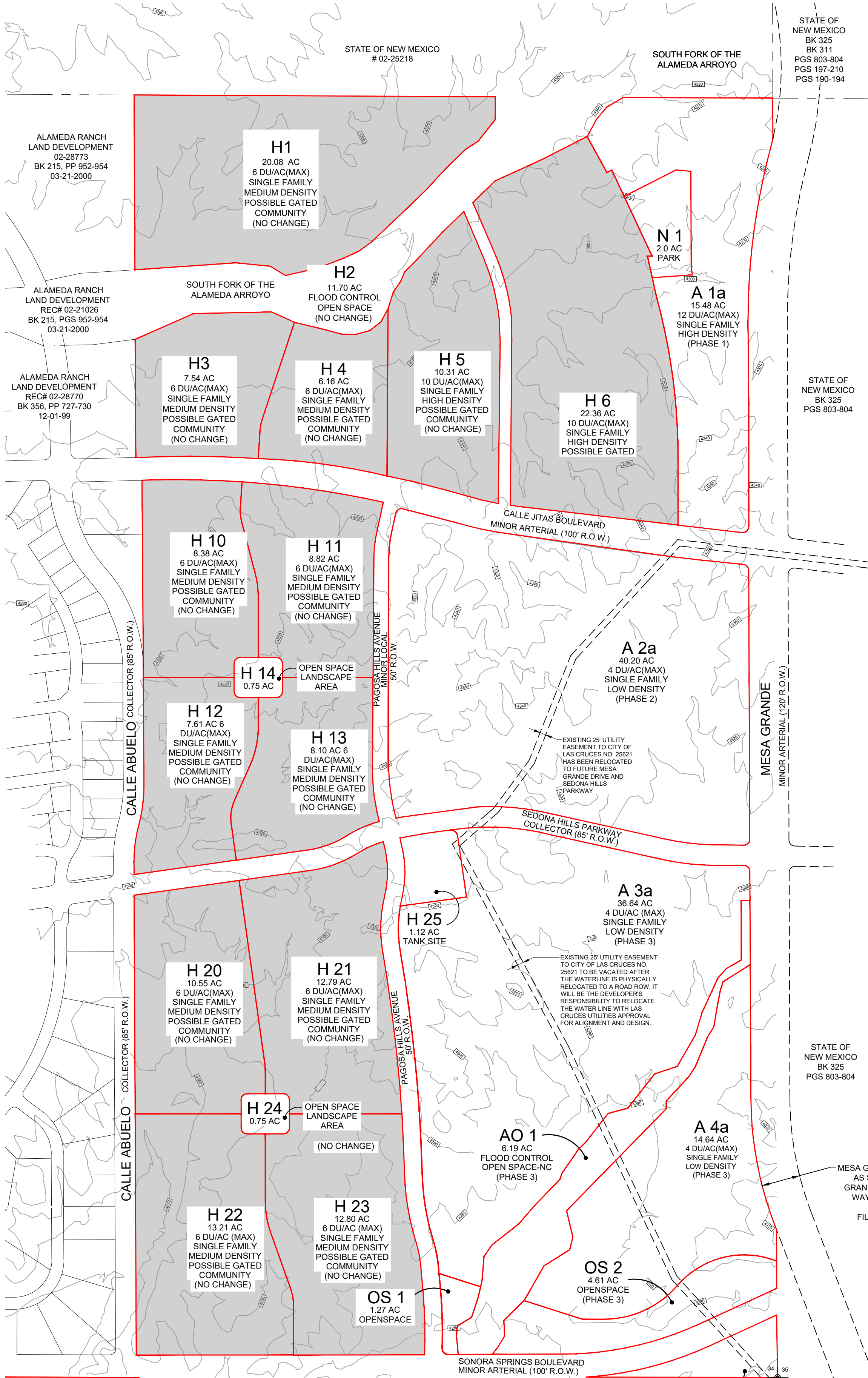


Note: Subject property is outlined in red.





NOTE: NO CHANGE IN THE HATCHED AREA SHOWN FROM PREVIOUS APPROVED MASTER PLAN.



ATTACHMENT "C" - Proposed Master Plan Amendment #5

SONOMA RANCH EAST II, MASTER PLAN MAJOR AMENDMENT #5

LOCATED IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 2 EAST
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
MARCH 2025
122.46 AC. ±

MASTER PLAN NOTES:

PLANNING PARCELS WILL BE SUBDIVIDED INTO PHASES. EACH PHASE WILL BE FURTHER SUBDIVIDED OR COMBINED FOR CONSTRUCTION PURPOSES. PHASES WILL BE SHOWN ON THE PRELIMINARY PLATS.

THIS AMENDMENT ELIMINATES PLANNING PARCEL H9 FORMERLY P9 BECAUSE IT IS NOW IN THE EAST MASTER PLAN.

ACREAGE PROPOSED FOR OPEN SPACE, PRIVATE AND PUBLIC FACILITIES, AND RIGHTS-OF-WAY IS 47.51 ACRES. OF THIS AREA 26.39 ACRES ARE PROPOSED FOR RIGHTS-OF-WAY AND 21.12 ACRES ARE PROPOSED FOR OPEN SPACE AND PRIVATE AND PUBLIC FACILITIES.

ALL CURRENT CITY ORDINANCES WILL BE ADHERED TO IN THIS DEVELOPMENT.

TRAFFIC IMPACT STUDY TO BE DONE AT TIME OF LOT DEVELOPMENT

THE CHANGE OF THE LOCATION OF THE PARK IS BASED ON DISCUSSIONS WITH CLC PARKS AND RECREATION DEPARTMENT.

DRAINAGE

A DRAINAGE STUDY AND REPORT SHALL BE PREPARED FOR EACH PHASE OF DEVELOPMENT BY THE OWNER OF THAT PHASE OF DEVELOPMENT AT THE TIME OF PROPOSED DEVELOPMENT OF SAID PHASE OF DEVELOPMENT. THIS REPORT SHALL ALLOW THE HISTORIC DRAINAGE FLOW TO EXIT THE PHASE OF DEVELOPMENT AND ANY DRAINAGE ABOVE AND BEYOND THE HISTORIC DRAINAGE. FLOW MUST BE CONTAINED ON THIS PHASE OF DEVELOPMENT AS DESCRIBED IN THE CITY OF LAS CRUCES REQUIREMENTS FOR SUCH DRAINAGE STUDIES AND REPORTS.

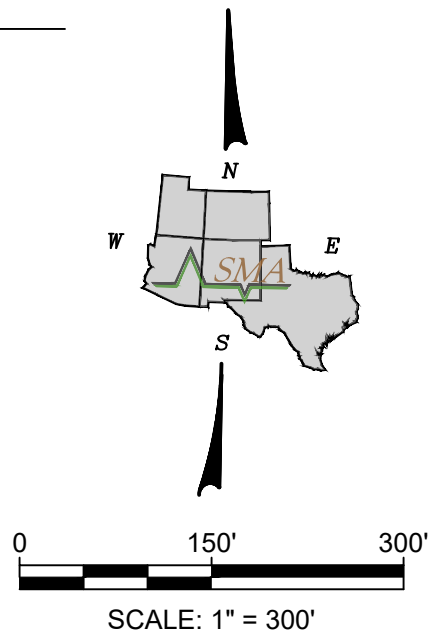
OWNER/DEVELOPER

SIERRA NORTE DEVELOPMENT, INC.
3890 W. PICACHO AVENUE
LAS CRUCES NEW, MEXICO
PHONE: (575) 496-7115

CITY OF LAS CRUCES SUBDIVISION ADMINISTRATOR APPROVAL

THIS MASTER PLAN HAS BEEN APPROVED BY THE SUBDIVISION ADMINISTRATOR OF THE CITY OF LAS CRUCES. ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE MASTER PLAN HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR THE APPROVAL OF THIS PLAN.

SUBDIVISION ADMINISTRATOR _____ DATE _____



TABULAR DATA						
PLANNING PARCEL	PROPOSED LAND USE	ACREAGE	PLANNING DENSITY MIN-MAX	MIN. AVAILABLE UNITS	MAX. AVAILABLE UNITS	CHANGE
H 1	SF	20.08	2 - 6	40	120	BUILT OUT
H 2	AO	11.70				BUILT OUT
H 3	SF	7.54	2 - 6	15	46	BUILT OUT
H 4	SF	6.16	2 - 6	12	37	BUILT OUT
H 10	SF	8.38	2 - 6	16	50	BUILT OUT
H 11	SF	8.62	2 - 6	17	53	BUILT OUT
H 12	SF	7.61	2 - 6	15	46	BUILT OUT
H 13	SF	8.10	2 - 6	16	49	BUILT OUT
H 14	PARK	0.75				BUILT OUT
H 20	SF	10.55		21	63	BUILT OUT
H 21	SF	12.79	2 - 6	25	77	BUILT OUT
H 22	SF	13.21	2 - 6	26	79	BUILT OUT
H 23	SF	12.80	2 - 6	25	77	BUILT OUT
H 24	PARK	0.75				BUILT OUT
H 25	TANK SITE	1.12				
NOTE: SHADED AREA INDICATES AREA OF NO CHANGE						

TABULAR DATA						
PLANNING PARCEL	PROPOSED LAND USE	ACREAGE	PLANNING DENSITY MIN-MAX	MIN. ALLOWABLE UNITS	MAX. ALLOWABLE UNITS	CHANGE
A 1a	SF (HD)	15.48	9-12	158	210	PARCELS H 7 & H 8 COMBINED
A 2a	SF (LD)	40.20	1 - 4	40	160	PARCELS A 1 & H 19 COMBINED
A 3a	SF (LD)	35.64	1 - 4	38	152	PARCEL PART OF A 2, H 29, H 30 & ALL OF H 33 COMBINED
A 4a	SF (LD)	14.64	1 - 4	14	58	PARCEL PART OF H 29, H 32, A 2, N 1 AND ALL OF H 30 COMBINED
OS 1	OS-NC	0.76				PARCEL PART OF N 1
OS 2	OS-NC	4.61				PARCELS PART OF N 1, A 2 AND H 32 COMBINED
H 25	TANK SITE	1.12				NO CHANGE
H 31	FLOOD CONTROL OPEN SPACE-NC	1.82				NO CHANGE
AO 1	FLOOD CONTROL OPEN SPACE-NC	6.19				PARCELS PART OF H 29, H 30, A 2, & N 1 COMBINED
N 1	PARK	2.0				PARCELS PART OF H 7 AND H 8 COMBINED

Rev #	Date	Description
#1	10-07-25	REVIEW #1 COMMENTS ADDRESSES
#2	03-26-25	REVIEW #2 COMMENTS ADDRESSES
#3	03-27-25	REVIEW #3 COMMENTS ADDRESSES

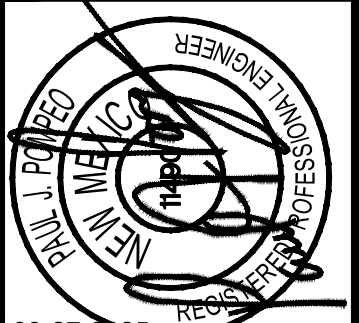
SMA SOUDER, MILLER & ASSOCIATES

3500 Sedona Hills Parkway
Las Cruces, NM 88011
Phone: (575) 647-0999 Toll Free: (800) 647-0999

*Engineering
Environmental
Surveying*

SONOMA RANCH EAST II, MASTER PLAN MAJOR AMENDMENT #5

SIERRA NORTE DEVELOPMENT, INC. LAS CRUCES, NEW MEXICO



THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED

Designed: PJP Drawn: TB Checked: PJP

Date: MARCH 2025

Scale: As Shown

Project No: 9330882

Sheet: SHEET 1



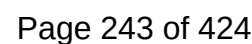
ATTACHMENT “E” – Zone Change Requests

**Please note that the Official Zoning Atlas (pre-Realize ordinance) in use for these zone change requests, reflect incorrect zones for lands associated with Tracts 1 thru 6 and the south portion of Tract 9 as listed on the index map and below. The FC/OS-R zone reflected on the atlas should coincide with the approved N-1 parcel (Amendment #4) at the NE corner of Pagosa Hills and Sonora Springs. The R-1b zone should then be shown where the Zoning Atlas currently reflects the FC/OS-R designation. This has been confirmed via ordinances 2863 and 2875. As such, the requests below will use the ordinance based zones and not what is erroneously shown on the atlas for these tracts. Ultimately, the zone change effort per these requests will clean-up the discrepancy if ultimately approved by City Council.*

- **Tract 1 (OP1)**– A zone change for 0.76 acres, from FC (Flood Control)/OS-R (Open Space – Recreation) to OS-NC (Open Space – Natural Conservation).
- **Tract 2 (Part AO1)** – A zone change for 2.1 acres, from FC (Flood Control)/OS-R (Open Space – Recreation) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 3 (Part A3a)** – A zone change for 0.59 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to R-1c (Single-Family Low Density).
- **Tract 4 (Part A4a)** – A zone change for .036 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to R-1c (Single-Family Low Density).
- **Tract 5 (Part OP2)** – A zone change for 0.97 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to OS-NC (Open Space – Natural Conservation).
- **Tract 6 (Part OP2)** – A zone change for 1.52 acres from R-1b (Single-Family High Density) to OS-NC (Open Space – Natural Conservation).
- **Tract 7 (Part OP2)** – A zone change for 1.95 acres from C-3 (Commercial High Intensity) to OS-NC (Open Space – Natural Conservation).
- **Tract 8 (Part A4a)** – A zone change for 0.66 acres from C-3 (Commercial High Intensity) to R-1c (Single-Family Low Density).
- **Tract 9 (Part A4a)** – A zone change for 6.23 acres from R-1b (Single-Family High Density) to R-1c (Single-Family Low Density).
- **Tract 10 (Part AO1)** – A zone change for 3.0 acres from R-1b (Single-Family High Density) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 11 (Part AO1)** – A zone change for 0.23 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, medium density) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 12 (Part A3a)** – A zone change for 0.02 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, medium density) to R-1c (Single-Family Low Density).
- **Tract 13 (Part AO1)** – A zone change for 0.76 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density)/C-3 (Commercial High Intensity) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).
- **Tract 14 (Part A4a)** – A zone change for 6.34 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, medium density) to R-1c (Single-Family Low Density).

Agenda Item #9.1.

- **Tract 15 (Part A4a)** – A zone change for 1.36 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density)/C-3 (Commercial High Intensity) to R-1c (Single-Family Low Density).
- **Tract 16 (Part A3a)** – A zone change for 4.31 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density)/C-3 (Commercial High Intensity) to R-1c (Single-Family Low Density).
- **Tract 17 (Part A3a)** – A zone change for 30.99 acres from R-1b (Single-Family High Density) to R-1c (Single-Family Low Density).
- **Tract 18 (Part A2a)** – A zone change for 9.32 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density) to R-1c (Single-Family Low Density).
- **Tract 19 (Part A2a)** – A zone change for 30.69 acres from R-1b (Single-Family High Density) to R-1c (Single-Family Low Density).
- **Tract 20 (Part A1a)** – A zone change for 8.10 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density) to R-1b (Single-Family High Density).
- **Tract 21 (Part N1)** – A zone change for 0.33 acres from R-1b (Single-Family High Density)/R-3 (Multi-Dwelling, Medium Density) to OS-R (Open Space – Recreation).
- **Tract 22 (Part N1)** – A zone change for 1.65 acres from R-1b (Single-Family High Density) to OS-R (Open Space – Recreation).
- **Tract 23 (Part A1a)** – A zone change for 7.4 acres from R-1b (Single-Family High Density) to R-1b (Single-Family High Density).
- **Tract 24 (H31)** – A zone change for 1.82 acres from FC (Flood Control)/OS-R (Open Space – Recreation) to FC (Flood Control)/OS-NC (Open Space – Natural Conservation).



AREA 1

0.76 AC.

From the POINT OF BEGINNING; Thence, S 18° 30' 55.74" W for a distance of 85.15 feet to a point on a line.

Thence, S 58° 51' 39.27" W for a distance of 71.13 feet to a point on a line.

Thence, S 01° 09' 19.05" W for a distance of 44.97 feet to a point on a line.

Thence, S 05° 14' 13.53" E for a distance of 42.43 feet to a point on a line.

Thence, S 04° 57' 21.89" E for a distance of 29.59 feet to a point on a line.

Thence, S 89° 20' 52.30" W for a distance of 40.70 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 91° 15' 51.41", having a radius of 25.00 feet, and whose long chord bears N 45° 39' 07.70" W for a distance of 35.74 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 08° 29' 11.86", having a radius of 2098.16 feet, and whose long chord bears N 02° 25' 54.01" W for a distance of 310.49 feet to a point of intersection with a non-tangential line.

Thence, S 72° 20' 06.48" E for a distance of 180.82 feet to a point on a line.

thence S 12° 54' 50.09" W a distance of 46.82 feet to the POINT OF BEGINNING

AREA 2

2.10 AC.

From the POINT OF BEGINNING; Thence, N 12° 44' 09.49" E for a distance of 28.26 feet to a point on a line.

Thence, N 04° 38' 12.38" E for a distance of 98.93 feet to a point on a line.

Thence, N 34° 46' 45.30" E for a distance of 43.72 feet to a point on a line.

Thence, N 90° 00' 00.00" E for a distance of 269.49 feet to a point on a line.

Thence, S 00° 14' 11.68" W for a distance of 46.42 feet to a point on a line.

Thence, S 58° 08' 22.49" W for a distance of 53.40 feet to a point on a line.

Thence, S 29° 47' 55.76" W for a distance of 166.92 feet to a point on a line.

Thence, S 45° 45' 03.59" W for a distance of 118.51 feet to a point on a line.

Thence, S 06° 59' 52.08" E for a distance of 24.49 feet to a point on a line.

Thence, S 00° 56' 51.79" E for a distance of 39.87 feet to a point on a line.

Thence, S 31° 20' 33.99" W for a distance of 54.40 feet to a point on a line.

Thence, S 37° 25' 16.39" W for a distance of 36.25 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 00° 01' 28.08", having a radius of 331227.63 feet, and whose long chord bears S 89° 50' 50.33" W for a distance of 141.45 feet to a point of intersection with a non-tangential line.

Thence, N 04° 57' 21.89" W for a distance of 29.59 feet to a point on a line.

Thence, N 05° 14' 13.53" W for a distance of 42.43 feet to a point on a line.

Thence, N 01° 09' 19.05" E for a distance of 44.97 feet to a point on a line.

Thence, N 58° 51' 39.27" E for a distance of 71.13 feet to a point on a line.

Thence, N 18° 30' 55.74" E for a distance of 85.15 feet to a point on a line.

thence N 12° 54' 50.09" E a distance of 46.82 feet to the POINT OF BEGINNING

Agenda Item #9.1.

AREA 3

0.59 ac.

From the POINT OF BEGINNING; Said curve turning to the left through an angle of $12^{\circ} 21' 50.23''$, having a radius of 502.86 feet, and whose long chord bears $N 08^{\circ} 08' 33.41'' W$ for a distance of 108.30 feet to a point of intersection with a non-tangential line.

Thence, $N 90^{\circ} 00' 00.00'' E$ for a distance of 226.80 feet to a point on a line.

Thence, $S 34^{\circ} 46' 45.30'' W$ for a distance of 43.72 feet to a point on a line.

Thence, $S 04^{\circ} 38' 12.38'' W$ for a distance of 98.93 feet to a point on a line.

Thence, $S 12^{\circ} 44' 09.49'' W$ for a distance of 28.26 feet to a point on a line.

thence $N 72^{\circ} 20' 06.48'' W$ a distance of 180.82 feet to the POINT OF BEGINNING

AREA 4

0.36 ac.

From the POINT OF BEGINNING; Thence, $S 00^{\circ} 14' 11.68'' W$ for a distance of 213.62 feet to a point on a line.

Thence, $N 72^{\circ} 20' 06.48'' W$ for a distance of 133.73 feet to a point on a line.

Thence, $N 29^{\circ} 47' 55.76'' E$ for a distance of 166.92 feet to a point on a line.

thence $N 58^{\circ} 08' 22.49'' E$ a distance of 53.40 feet to the POINT OF BEGINNING

AREA 5

0.97 ac.

From the POINT OF BEGINNING; Thence, $S 00^{\circ} 14' 11.68'' W$ for a distance of 180.93 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of $00^{\circ} 15' 59.13''$, having a radius of 55538.37 feet, and whose long chord bears $S 89^{\circ} 51' 58.08'' W$ for a distance of 258.25 feet to a point of intersection with a non-tangential line.

Thence, $N 37^{\circ} 25' 16.39'' E$ for a distance of 36.25 feet to a point on a line.

Thence, $N 31^{\circ} 20' 33.99'' E$ for a distance of 54.40 feet to a point on a line.

Thence, $N 00^{\circ} 56' 51.79'' W$ for a distance of 39.87 feet to a point on a line.

Thence, $N 06^{\circ} 59' 52.08'' W$ for a distance of 24.49 feet to a point on a line.

Thence, $N 45^{\circ} 45' 03.59'' E$ for a distance of 118.51 feet to a point on a line.

thence $S 72^{\circ} 20' 06.48'' E$ a distance of 133.73 feet to the POINT OF BEGINNING

Agenda Item #9.1.

AREA 6

1.52 ac.

From the POINT OF BEGINNING; Thence, S 00° 14' 21.64" E for a distance of 167.52 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 18° 15' 22.31", having a radius of 1350.03 feet, and whose long chord bears S 80° 32' 27.38" W for a distance of 428.34 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 00° 02' 27.49", having a radius of 55538.37 feet, and whose long chord bears S 89° 42' 44.76" W for a distance of 39.71 feet to a point of intersection with a non-tangential line.

Thence, N 00° 14' 11.68" E for a distance of 180.93 feet to a point on a line.

Thence, S 72° 20' 06.48" E for a distance of 118.08 feet to a point on a line.

Thence, S 89° 40' 56.97" E for a distance of 89.03 feet to the beginning of a curve,

Said curve turning to the left through 40° 18' 04.77", having a radius of 400.00 feet, and whose long chord bears N 70° 10' 00.65" E for a distance of 275.59 feet to the POINT OF BEGINNING

Area 7

1.95 ac.

From the POINT OF BEGINNING; Said curve turning to the left through an angle of 05° 59' 43.40", having a radius of 1460.00 feet, and whose long chord bears S 04° 25' 16.40" E for a distance of 152.70 feet to a point of intersection with a non-tangential line.

Thence, S 65° 23' 22.15" W for a distance of 306.30 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 06° 02' 18.46", having a radius of 1350.03 feet, and whose long chord bears S 68° 23' 36.99" W for a distance of 142.22 feet to a point of intersection with a non-tangential line.

Thence, N 00° 14' 21.64" W for a distance of 167.52 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 09° 19' 41.99", having a radius of 400.00 feet, and whose long chord bears N 45° 21' 07.27" E for a distance of 65.05 feet to the beginning of a non-tangential curve.

Said curve turning to the right through 61° 24' 56.12", having a radius of 365.05 feet, and whose long chord bears N 71° 23' 44.34" E for a distance of 372.83 feet to the POINT OF BEGINNING

Area 8

0.66 ac.

From the POINT OF BEGINNING; Said curve turning to the left through 01° 17' 26.07", having a radius of 1485.12 feet, and whose long chord bears S 00° 46' 24.37" E for a distance of 33.45 feet to the beginning of a non-tangential curve.

Said curve turning to the left through 61° 24' 56.12", having a radius of 365.05 feet, and whose long chord bears S 71° 23' 44.34" W for a distance of 372.83 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of 09° 19' 41.99", having a radius of 400.00 feet, and whose long chord bears S 45° 21' 07.27" W for a distance of 65.05 feet to a point of intersection with a non-tangential line.

Thence, N 00° 14' 21.64" W for a distance of 200.13 feet to a point on a line.

thence S 89° 42' 36.17" E a distance of 400.02 feet to the POINT OF BEGINNING

Agenda Item #9.1.

Area 9

6.23 ac.

From the POINT OF BEGINNING; Thence, S 00° 14' 21.64" E for a distance of 574.04 feet to a point on a line.

Thence, S 00° 14' 21.64" E for a distance of 200.13 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 40° 18' 04.77", having a radius of 400.00 feet, and whose long chord bears S 70° 10' 00.65" W for a distance of 275.59 feet.

Thence, N 89° 40' 56.97" W for a distance of 89.03 feet to a point on a line.

Thence, N 72° 20' 06.48" W for a distance of 118.08 feet to a point on a line.

Thence, N 00° 14' 11.68" E for a distance of 213.62 feet to a point on a line.

Thence, N 58° 08' 22.49" E for a distance of 70.83 feet to a point on a line.

Thence, N 14° 24' 48.76" E for a distance of 54.29 feet to a point on a line.

Thence, N 13° 27' 09.72" W for a distance of 112.53 feet to a point on a line.

Thence, N 44° 22' 00.19" E for a distance of 559.70 feet to a point on a line.

thence N 44° 22' 00.19" E a distance of 25.47 feet to the POINT OF BEGINNING

Area 10

3.00 ac.

From the POINT OF BEGINNING; Thence, N 34° 46' 45.30" E for a distance of 14.64 feet to a point on a line.

Thence, N 52° 06' 50.95" E for a distance of 139.08 feet to a point on a line.

Thence, N 40° 47' 16.49" E for a distance of 42.59 feet to a point on a line.

Thence, N 40° 56' 02.80" E for a distance of 51.13 feet to a point on a line.

Thence, N 43° 49' 33.22" E for a distance of 158.47 feet to a point on a line.

Thence, N 18° 25' 52.19" E for a distance of 26.33 feet to a point on a line.

Thence, N 34° 41' 08.86" E for a distance of 121.52 feet to a point on a line.

Thence, N 45° 25' 49.29" E for a distance of 37.26 feet to a point on a line.

Thence, N 38° 20' 31.95" E for a distance of 155.38 feet to a point on a line.

Thence, N 74° 51' 48.20" E for a distance of 83.74 feet to a point on a line.

Thence, N 38° 08' 15.35" E for a distance of 180.00 feet to a point on a line.

Thence, N 71° 28' 09.33" E for a distance of 27.26 feet to a point on a line.

Thence, N 71° 28' 09.33" E for a distance of 18.84 feet to a point on a line.

Thence, S 00° 14' 21.64" E for a distance of 162.33 feet to a point on a line.

Thence, S 44° 22' 00.19" W for a distance of 25.47 feet to a point on a line.

Thence, S 44° 22' 00.19" W for a distance of 559.70 feet to a point on a line.

Thence, S 13° 27' 09.72" E for a distance of 112.53 feet to a point on a line.

Thence, S 14° 24' 48.76" W for a distance of 54.29 feet to a point on a line.

Thence, S 58° 08' 22.49" W for a distance of 70.83 feet to a point on a line.

Thence, N 00° 14' 11.68" E for a distance of 46.42 feet to a point on a line.

thence N 90° 00' 00.00" W a distance of 269.49 feet to the POINT OF BEGINNING

Agenda Item #9.1.

Area 11

0.23 ac.

From the POINT OF BEGINNING; Thence, S 42° 56' 49.03" W for a distance of 136.75 feet to a point on a line.
Thence, S 00° 32' 18.47" W for a distance of 32.30 feet to a point on a line.
Thence, S 44° 22' 00.19" W for a distance of 5.03 feet to a point on a line.
Thence, N 00° 14' 21.64" W for a distance of 162.33 feet to a point on a line.
Thence, N 71° 28' 09.33" E for a distance of 52.07 feet to a point on a line.
Thence, N 30° 16' 56.69" E for a distance of 7.28 feet to a point on a line.
Thence, N 89° 45' 48.32" E for a distance of 74.84 feet to a point on a line.
Thence, S 22° 20' 45.40" W for a distance of 8.73 feet to a point on a line.
thence S 33° 00' 35.75" W a distance of 49.37 feet to the POINT OF BEGINNING

Area 12

0.02 ac

From the POINT OF BEGINNING; Thence, N 00° 14' 21.64" W for a distance of 22.61 feet to a point on a line.
Thence, N 89° 45' 48.32" E for a distance of 53.14 feet to a point on a line.
Thence, S 30° 16' 56.69" W for a distance of 7.28 feet to a point on a line.
thence S 71° 28' 09.33" W a distance of 52.07 feet to the POINT OF BEGINNING

Area 13

0.76 ac.

From the POINT OF BEGINNING; Thence, S 57° 38' 15.93" W for a distance of 132.53 feet to a point on a line.
Thence, S 18° 56' 11.94" W for a distance of 34.89 feet to a point on a line.
Thence, S 11° 24' 30.07" W for a distance of 59.23 feet to a point on a line.
Thence, S 09° 31' 10.26" W for a distance of 97.47 feet to a point on a line.
Thence, S 32° 02' 30.37" W for a distance of 48.63 feet to a point on a line.
Thence, S 22° 20' 45.40" W for a distance of 125.14 feet to a point on a line.
Thence, S 89° 45' 48.32" W for a distance of 74.84 feet to a point on a line.
Thence, N 30° 16' 56.69" E for a distance of 141.31 feet to a point on a line.
Thence, N 16° 45' 02.49" E for a distance of 100.45 feet to a point on a line.
Thence, N 24° 45' 28.99" E for a distance of 155.55 feet to a point on a line.
Thence, N 41° 20' 57.48" E for a distance of 51.90 feet to a point on a line.
Thence, N 60° 10' 55.32" E for a distance of 71.74 feet to a point on a line.
Thence, N 00° 00' 00.00" E for a distance of 246.86 feet to a point on a line.
Thence, N 90° 00' 00.00" E for a distance of 36.20 feet to a point on a line.

Agenda Item #9.1.

thence S 00° 16' 04.41" E a distance of 265.58 feet to the POINT OF BEGINNING

Area 14

6.34 ac.

From the POINT OF BEGINNING; Thence, N 89° 45' 48.32" E for a distance of 226.42 feet to a point on a line.

Thence, S 00° 16' 04.41" E for a distance of 140.50 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 14° 11' 29.79", having a radius of 1480.00 feet, and whose long chord bears S 07° 23' 32.19" E for a distance of 365.65 feet to a point of intersection with a non-tangential line.

Thence, S 00° 14' 21.64" E for a distance of 259.37 feet to a point on a line.

Thence, N 89° 42' 36.17" W for a distance of 400.02 feet to a point on a line.

Thence, N 00° 14' 21.64" W for a distance of 574.04 feet to a point on a line.

Thence, N 44° 22' 00.19" E for a distance of 5.03 feet to a point on a line.

Thence, N 00° 32' 18.47" E for a distance of 32.30 feet to a point on a line.

Thence, N 42° 56' 49.03" E for a distance of 136.75 feet to a point on a line.

Thence, N 33° 00' 35.75" E for a distance of 49.37 feet to a point on a line.

thence N 22° 20' 45.40" E a distance of 8.73 feet to the POINT OF BEGINNING

Area 15

1.36 ac.

From the POINT OF BEGINNING; Thence, S 00° 16' 04.41" E for a distance of 414.16 feet to a point on a line.

Saeas

Thence, N 22° 20' 45.40" E for a distance of 125.14 feet to a point on a line.

Thence, N 32° 02' 30.37" E for a distance of 48.63 feet to a point on a line.

Thence, N 09° 31' 10.26" E for a distance of 97.47 feet to a point on a line.

Thence, N 11° 24' 30.07" E for a distance of 59.23 feet to a point on a line.

Thence, N 18° 56' 11.94" E for a distance of 34.89 feet to a point on a line.

thence N 57° 38' 15.93" E a distance of 132.53 feet to the POINT OF BEGINNING

Area 16

4.31 ac.

From the POINT OF BEGINNING; Thence, N 00° 14' 21.64" W for a distance of 807.75 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 05° 05' 42.84", having a radius of 642.50 feet, and whose long chord bears S 83° 15' 56.04" E for a distance of 57.12 feet.

Thence, S 85° 48' 47.46" E for a distance of 298.21 feet to a point on a line.

Thence, S 00° 16' 04.41" E for a distance of 98.08 feet to a point on a line.

Thence, N 90° 00' 00.00" W for a distance of 36.20 feet to a point on a line.

Thence, S 00° 00' 00.00" W for a distance of 246.86 feet to a point on a line.

Thence, S 60° 10' 55.32" W for a distance of 71.74 feet to a point on a line.

Agenda Item #9.1.

Thence, S 41° 20' 57.48" W for a distance of 51.90 feet to a point on a line.
Thence, S 24° 45' 28.99" W for a distance of 155.55 feet to a point on a line.
Thence, S 16° 45' 02.49" W for a distance of 100.45 feet to a point on a line.
Thence, S 30° 16' 56.69" W for a distance of 141.31 feet to a point on a line.
thence S 89° 45' 48.32" W a distance of 53.14 feet to the POINT OF BEGINNING

Area 17

30.99 ac.

POINT OF BEGINNING; Thence, S 00° 14' 21.64" E for a distance of 808.48 feet to a point on a line.
Thence, N 90° 00' 00.00" W for a distance of 8.68 feet to a point on a line.
Thence, S 00° 00' 00.00" W for a distance of 21.09 feet to a point on a line.
Thence, N 90° 00' 00.00" E for a distance of 8.76 feet to a point on a line.
Thence, S 00° 14' 21.64" E for a distance of 0.79 feet to a point on a line.
Thence, S 71° 28' 09.33" W for a distance of 18.84 feet to a point on a line.
Thence, S 71° 28' 09.33" W for a distance of 27.26 feet to a point on a line.
Thence, S 38° 08' 15.35" W for a distance of 180.00 feet to a point on a line.
Thence, S 74° 51' 48.20" W for a distance of 83.74 feet to a point on a line.
Thence, S 38° 20' 31.95" W for a distance of 155.38 feet to a point on a line.
Thence, S 45° 25' 49.29" W for a distance of 37.26 feet to a point on a line.
Thence, S 34° 41' 08.86" W for a distance of 121.52 feet to a point on a line.
Thence, S 18° 25' 52.19" W for a distance of 26.33 feet to a point on a line.
Thence, S 43° 49' 33.22" W for a distance of 158.47 feet to a point on a line.
Thence, S 40° 56' 02.80" W for a distance of 51.13 feet to a point on a line.
Thence, S 40° 47' 16.49" W for a distance of 42.59 feet to a point on a line.
Thence, S 52° 06' 50.95" W for a distance of 139.08 feet to a point on a line.
Thence, S 34° 46' 45.30" W for a distance of 14.64 feet to a point on a line.
Thence, N 90° 00' 00.00" W for a distance of 226.80 feet to the beginning of a non-tangential curve,
Said curve turning to the right through 00° 54' 31.64", having a radius of 1659.53 feet, and whose long chord bears N 17° 44' 50.60" W for a distance of 26.32 feet to the beginning of a non-tangential curve.
Said curve turning to the right through an angle of 16° 18' 31.31", having a radius of 990.79 feet, and whose long chord bears N 09° 08' 19.12" W for a distance of 281.07 feet to a point of intersection with a non-tangential line.
Thence, N 02° 40' 13.80" W for a distance of 140.52 feet to the beginning of a curve,
Said curve turning to the left through 07° 04' 14.45", having a radius of 6326.50 feet, and whose long chord bears N 06° 12' 21.02" W for a distance of 780.24 feet to the beginning of a non-tangential curve.
Said curve turning to the right through an angle of 21° 49' 45.20", having a radius of 516.38 feet, and whose long chord bears N 00° 26' 25.00" W for a distance of 195.55 feet to a point of intersection with a non-tangential line.
Thence, N 82° 15' 37.00" E for a distance of 276.60 feet to a point on a line.
Thence, N 82° 18' 37.29" E for a distance of 182.03 feet to a point on a line.
Thence, N 08° 10' 40.20" W for a distance of 234.73 feet to the beginning of a non-tangential curve,

Agenda Item #9.1.

Said curve turning to the right through an angle of $11^{\circ} 01' 45.17''$, having a radius of 407.50 feet, and whose long chord bears $S 82^{\circ} 41' 36.02'' E$ for a distance of 78.32 feet.

Thence, $S 77^{\circ} 10' 43.44'' E$ for a distance of 517.74 feet to a point on a line.

Thence, $S 77^{\circ} 10' 43.44'' E$ for a distance of 54.39 feet to the beginning of a non-tangential curve,

Said curve turning to the left through $03^{\circ} 21' 54.81''$, having a radius of 642.50 feet, and whose long chord bears $S 79^{\circ} 02' 07.22'' E$ for a distance of 37.73 feet to the POINT OF BEGINNING

Area 18

9.32 ac.

From the POINT OF BEGINNING; Thence, $S 00^{\circ} 13' 07.00'' E$ for a distance of 225.23 feet to a point on a line.

Thence, $S 00^{\circ} 13' 07.00'' E$ for a distance of 224.94 feet to a point on a line.

Thence, $S 00^{\circ} 13' 07.00'' E$ for a distance of 255.32 feet to a point on a line.

Thence, $S 00^{\circ} 13' 07.00'' E$ for a distance of 204.43 feet to the beginning of a curve,

Said curve turning to the right through an angle of $91^{\circ} 10' 32.60''$, having a radius of 25.00 feet, and whose long chord bears $S 45^{\circ} 22' 09.30'' W$ for a distance of 35.72 feet.

Thence, $N 89^{\circ} 02' 34.40'' W$ for a distance of 129.78 feet to the beginning of a curve,

Said curve turning to the right through $02^{\circ} 51' 46.31''$, having a radius of 957.50 feet, and whose long chord bears $N 87^{\circ} 36' 41.25'' W$ for a distance of 47.84 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of $08^{\circ} 40' 59.50''$, having a radius of 957.50 feet, and whose long chord bears $N 81^{\circ} 50' 18.35'' W$ for a distance of 144.97 feet.

Thence, $N 77^{\circ} 29' 48.60'' W$ for a distance of 26.09 feet to a point on a line.

Thence, $N 02^{\circ} 15' 29.24'' E$ for a distance of 1165.01 feet to the beginning of a non-tangential curve,

Said curve turning to the left through $00^{\circ} 33' 58.18''$, having a radius of 13973.23 feet, and whose long chord bears $S 83^{\circ} 36' 15.18'' E$ for a distance of 138.07 feet to the beginning of a non-tangential curve.

Said curve turning to the left through $00^{\circ} 40' 02.95''$, having a radius of 13973.23 feet, and whose long chord bears $S 84^{\circ} 13' 15.75'' E$ for a distance of 162.79 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of $84^{\circ} 20' 10.22''$, having a radius of 25.00 feet, and whose long chord bears $S 42^{\circ} 23' 12.12'' E$ for a distance of 33.57 feet.

thence $S 00^{\circ} 13' 07.00'' E$ a distance of 202.94 feet to the POINT OF BEGINNING

Area 19

30.69ac.

From the POINT OF BEGINNING; Thence, $N 77^{\circ} 29' 48.60'' W$ for a distance of 489.18 feet to the beginning of a non-tangential curve,

Said curve turning to the left through $15^{\circ} 41' 23.95''$, having a radius of 1042.70 feet, and whose long chord bears $N 85^{\circ} 33' 44.01'' W$ for a distance of 284.64 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of $00^{\circ} 10' 18.33''$, having a radius of 103386.86 feet, and whose long chord bears $S 82^{\circ} 17' 18.85'' W$ for a distance of 309.93 feet to a point of intersection with a non-tangential line.

Thence, $S 79^{\circ} 24' 46.47'' W$ for a distance of 24.64 feet to a point on a line.

Thence, $N 15^{\circ} 05' 30.15'' W$ for a distance of 23.45 feet to the beginning of a non-tangential curve,

Agenda Item #9.1.

Said curve turning to the right through an angle of $11^{\circ} 30' 47.74''$, having a radius of 917.96 feet, and whose long chord bears $N 07^{\circ} 44' 30.21'' W$ for a distance of 184.15 feet to a point of intersection with a non-tangential line.

Thence, $N 00^{\circ} 03' 07.68'' E$ for a distance of 871.05 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of $12^{\circ} 27' 54.03''$, having a radius of 470.00 feet, and whose long chord bears $N 05^{\circ} 56' 30.98'' E$ for a distance of 102.05 feet.

Thence, $N 12^{\circ} 10' 28.00'' E$ for a distance of 85.86 feet to the beginning of a curve,

Said curve turning to the right through $69^{\circ} 46' 24.12''$, having a radius of 25.00 feet, and whose long chord bears $N 47^{\circ} 03' 40.06'' E$ for a distance of 28.60 feet to the beginning of a non-tangential curve.

Said curve turning to the right through an angle of $01^{\circ} 15' 49.06''$, having a radius of 3939.52 feet, and whose long chord bears $S 76^{\circ} 37' 53.86'' E$ for a distance of 86.88 feet to a point of intersection with a non-tangential line.

Thence, $S 75^{\circ} 21' 44.95'' E$ for a distance of 87.64 feet to the beginning of a non-tangential curve,

Said curve turning to the right through $01^{\circ} 01' 14.99''$, having a radius of 3939.52 feet, and whose long chord bears $S 74^{\circ} 12' 53.07'' E$ for a distance of 70.19 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of $08^{\circ} 50' 12.58''$, having a radius of 1460.00 feet, and whose long chord bears $S 78^{\circ} 07' 21.86'' E$ for a distance of 224.96 feet to a point of intersection with a non-tangential line.

Thence, $S 07^{\circ} 05' 02.89'' W$ for a distance of 0.13 feet to a point on a line.

Thence, $S 83^{\circ} 19' 06.79'' E$ for a distance of 107.17 feet to a point on a line.

Thence, $S 81^{\circ} 57' 17.39'' E$ for a distance of 561.23 feet to a point on a line.

thence $S 02^{\circ} 15' 29.24'' W$ a distance of 1165.01 feet to the POINT OF BEGINNING

Area 20

8.10 ac.

From the POINT OF BEGINNING; Said curve turning to the left through an angle of $05^{\circ} 42' 33.56''$, having a radius of 2768.61 feet, and whose long chord bears $S 02^{\circ} 39' 48.62'' W$ for a distance of 275.77 feet to a point of intersection with a non-tangential line.

Thence, $S 00^{\circ} 29' 55.06'' E$ for a distance of 340.58 feet to a point on a line.

Thence, $S 00^{\circ} 01' 41.06'' W$ for a distance of 505.30 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of $96^{\circ} 40' 53.21''$, having a radius of 25.00 feet, and whose long chord bears $S 48^{\circ} 20' 26.60'' W$ for a distance of 37.36 feet.

Thence, $N 83^{\circ} 19' 06.79'' W$ for a distance of 266.73 feet to a point on a line.

Thence, $N 00^{\circ} 03' 02.16'' E$ for a distance of 279.60 feet to the beginning of a non-tangential curve,

Said curve turning to the left through $11^{\circ} 44' 52.62''$, having a radius of 2500.00 feet, and whose long chord bears $N 05^{\circ} 29' 33.38'' W$ for a distance of 511.70 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of $03^{\circ} 39' 41.08''$, having a radius of 2500.00 feet, and whose long chord bears $N 13^{\circ} 32' 05.54'' W$ for a distance of 159.73 feet to a point of intersection with a non-tangential line.

Thence, $N 12^{\circ} 26' 58.08'' W$ for a distance of 82.38 feet to a point on a line.

Thence, $N 86^{\circ} 07' 31.17'' E$ for a distance of 163.86 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of $09^{\circ} 22' 47.34''$, having a radius of 301.64 feet, and whose long chord bears $N 05^{\circ} 40' 54.01'' W$ for a distance of 49.33 feet to a point of intersection with a non-tangential line.

Agenda Item #9.1.

Thence, N 00° 11' 28.95" W for a distance of 29.46 feet to a point on a line.

From the POINT OF BEGINNING; Thence, S 00° 11' 28.95" E for a distance of 350.40 feet to a point on a line.

Thence, S 89° 48' 31.05" W for a distance of 159.21 feet to a point on a line.

Thence, N 25° 04' 50.44" W for a distance of 274.41 feet to a point on a line.

Thence, N 63° 08' 55.40" E for a distance of 239.37 feet to a point on a line.

thence S 84° 37' 34.43" E a distance of 61.07 feet to the POINT OF BEGINNING;

From the POINT OF BEGINNING; Said curve turning to the right through 01° 31' 21.99", having a radius of 1296.39 feet, and whose long chord bears S 14° 10' 44.83" W for a distance of 34.45 feet to the beginning of a non-tangential curve.

Said curve turning to the left through 03° 00' 02.28", having a radius of 2768.61 feet, and whose long chord bears S 13° 26' 24.68" W for a distance of 144.98 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 06° 25' 18.15", having a radius of 2768.61 feet, and whose long chord bears S 08° 43' 44.47" W for a distance of 310.14 feet to a point of intersection with a non-tangential line.

Thence, S 89° 48' 31.05" W for a distance of 248.30 feet to a point on a line.

Thence, N 00° 11' 28.95" W for a distance of 350.40 feet to a point on a line.

Thence, N 84° 37' 34.43" W for a distance of 61.07 feet to a point on a line.

Thence, S 63° 08' 55.40" W for a distance of 239.37 feet to a point on a line.

Thence, N 25° 04' 50.44" W for a distance of 120.00 feet to a point on a line.

Thence, S 63° 05' 46.40" W for a distance of 25.30 feet to a point on a line.

Thence, N 25° 43' 30.79" W for a distance of 48.65 feet to a point on a line.

Thence, N 28° 49' 19.24" W for a distance of 123.19 feet to a point on a line.

Thence, N 28° 36' 41.14" E for a distance of 80.01 feet to a point on a line.

Thence, N 40° 05' 52.68" E for a distance of 64.30 feet to a point on a line.

Thence, N 59° 39' 28.07" E for a distance of 78.78 feet to a point on a line.

Thence, S 89° 41' 49.89" E for a distance of 619.57 feet to a point on a line.

thence S 00° 06' 19.88" W a distance of 171.16 feet to the POINT OF BEGINNING;thence N 89° 48' 31.05" E a distance of 248.30 feet to the POINT OF BEGINNING

Area 21

0.33 ac.

From the POINT OF BEGINNING; Thence, N 12° 26' 58.08" W for a distance of 91.16 feet to a point on a line.

Thence, N 89° 46' 41.97" E for a distance of 18.95 feet to a point on a line.

Thence, N 89° 48' 31.05" E for a distance of 159.21 feet to a point on a line.

Thence, S 00° 11' 28.95" E for a distance of 29.46 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 09° 22' 47.34", having a radius of 301.64 feet, and whose long chord bears S 05° 40' 54.01" E for a distance of 49.33 feet to a point of intersection with a non-tangential line.

thence S 86° 07' 31.17" W a distance of 163.86 feet to the POINT OF BEGINNING

AREA 22

1.65 ac.

From the POINT OF BEGINNING; Thence, S 00° 11' 28.95" E for a distance of 350.40 feet to a point on a line.

Thence, S 89° 48' 31.05" W for a distance of 159.21 feet to a point on a line.

Thence, N 25° 04' 50.44" W for a distance of 274.41 feet to a point on a line.

Thence, N 63° 08' 55.40" E for a distance of 239.37 feet to a point on a line.

thence S 84° 37' 34.43" E a distance of 61.07 feet to the POINT OF BEGINNING

Agenda Item #9.1.

Area 23

7.4 ac.

From the POINT OF BEGINNING; Said curve turning to the right through $01^{\circ} 31' 21.99''$, having a radius of 1296.39 feet, and whose long chord bears $S 14^{\circ} 10' 44.83'' W$ for a distance of 34.45 feet to the beginning of a non-tangential curve.

Said curve turning to the left through $03^{\circ} 00' 02.28''$, having a radius of 2768.61 feet, and whose long chord bears $S 13^{\circ} 26' 24.68'' W$ for a distance of 144.98 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of $06^{\circ} 25' 18.15''$, having a radius of 2768.61 feet, and whose long chord bears $S 08^{\circ} 43' 44.47'' W$ for a distance of 310.14 feet to a point of intersection with a non-tangential line.

Thence, $S 89^{\circ} 48' 31.05'' W$ for a distance of 248.30 feet to a point on a line.

Thence, $N 00^{\circ} 11' 28.95'' W$ for a distance of 350.40 feet to a point on a line.

Thence, $N 84^{\circ} 37' 34.43'' W$ for a distance of 61.07 feet to a point on a line.

Thence, $S 63^{\circ} 08' 55.40'' W$ for a distance of 239.37 feet to a point on a line.

Thence, $N 25^{\circ} 04' 50.44'' W$ for a distance of 120.00 feet to a point on a line.

Thence, $S 63^{\circ} 05' 46.40'' W$ for a distance of 25.30 feet to a point on a line.

Thence, $N 25^{\circ} 43' 30.79'' W$ for a distance of 48.65 feet to a point on a line.

Thence, $N 28^{\circ} 49' 19.24'' W$ for a distance of 123.19 feet to a point on a line.

Thence, $N 28^{\circ} 36' 41.14'' E$ for a distance of 80.01 feet to a point on a line.

Thence, $N 40^{\circ} 05' 52.68'' E$ for a distance of 64.30 feet to a point on a line.

Thence, $N 59^{\circ} 39' 28.07'' E$ for a distance of 78.78 feet to a point on a line.

Thence, $S 89^{\circ} 41' 49.89'' E$ for a distance of 619.57 feet to a point on a line.

thence $S 00^{\circ} 06' 19.88'' W$ a distance of 171.16 feet to the POINT OF BEGINNING

Area 24

1.82 ac

POINT OF BEGINNING; Thence, $N 89^{\circ} 54' 10.31'' W$ for a distance of 793.85 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of $20^{\circ} 55' 24.36''$, having a radius of 1449.97 feet, and whose long chord bears $N 75^{\circ} 50' 11.85'' E$ for a distance of 526.57 feet to a point of intersection with a non-tangential line.

Thence, $N 65^{\circ} 23' 22.15'' E$ for a distance of 307.47 feet to a point on a line.

thence $S 00^{\circ} 49' 55.11'' E$ a distance of 258.26 feet to the POINT OF BEGINNING

Agenda Item #9.1.

Area 25

1.00ac.

POINT OF BEGINNING: Thence, N 08° 12' 04.22" W for a distance of 239.02 feet to a point on a line.

Thence, N 81° 39' 28.16" E for a distance of 110.39 feet to the beginning of a curve,

Said curve turning to the right through an angle of 10° 08' 08.78", having a radius of 407.50 feet, and whose long chord bears N 86° 43' 27.00" E for a distance of 71.99 feet to a point of intersection with a non-tangential line.

Thence, S 08° 10' 40.20" E for a distance of 234.73 feet to a point on a line.

Thence, S 84° 37' 12.40" W for a distance of 3.86 feet to a point on a line.

thence S 82° 15' 37.00" W a distance of 178.17 feet to the POINT OF BEGINNING



Souder, Miller & Associates ♦ 3500 Sedona Hills Parkway ♦ Las Cruces, NM 88011
(575) 647-0799 ♦ (800) 647-0799 ♦ fax (575) 647-0680

March 26, 2025

#P9330882

Mr. Vince Banagas
City of Las Cruces Planning Department
P. O. Box 20000
Las Cruces, New Mexico 88011

RE: **Sonoma Ranch East II Master Plan Amendment # 5 – Zone Change Justification Letter**
Sierra Norte Holdings, Las Cruces, New Mexico

Dear Mr. Banagas;

On behalf of Sierra Norte Holdings, submitted herewith is the City of Las Cruces Development Master Plan Amendment #5 response to the City of Las Cruces suggested zoning and land uses.

The recently adopted zoning map in Realize Las Cruces identifies a significant Town Center designation, along with other commercial zoning opportunities, near the intersection of Mesa Grande Drive and Highway 70. Additionally, nearby intersections—Mesa Grande Drive at Northrise Drive (in close proximity to the high school), Sonoma Springs Avenue (adjacent to the sports complex), and Lohman Avenue (a key commercial corridor)—are better suited and more strategically located for future commercial and multi-family development within this corridor.

Given the concentration of commercial zoning in more viable and strategically located areas nearby, we believe that retaining the current commercial designation on these parcels would lead to an oversupply of commercially zoned land and increase the likelihood of long-term vacancy or blight.

For these reasons, we respectfully request the rezoning of these smaller commercial areas to residential, to better reflect the highest and best use of the land for current development.

Should you have any questions or require any further information, please do not hesitate to contact me.

Sincerely,

MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES

A handwritten signature in blue ink, appearing to read 'Paul Pompeo', is written over a horizontal line.

Paul Pompeo, P.E.
Civil Technical Sector Director
paul.pompeo@soudermiller.com

Amendment "I" – Elevate LC Comprehensive Plan Goals, Policies, and Actions

The following goals, policies, and actions from Elevate Las Cruces are relevant to the proposed Zone Change:

Community Environment:

- Goal CE-1: Balanced Growth – Encourage efficient land use development patterns that accommodate projected growth in a sustainable manner.
- Goal CE-3: Centers and Corridors – Support community growth through concentrated development at activity centers and along key corridors.
 - Policy CE 3.1 – Promote the Development of mixed-use centers to support surrounding neighborhoods and serve as focal points for community life.
 - Action CE-3.1.3 – Distribute neighborhood centers throughout urban and suburban neighborhood place types at or near the intersection of two (2) major thoroughfares or at locations where a multi-use trail corridor intersects with a major thoroughfare.
 - Action CE-3.1.5 – Apply urban street design standards that promote circulation and connectivity to thoroughfare segments extending roughly ¼ mile from the central point of projected neighborhood and town centers.
 - Action CE-3.1.6 – Apply town center and neighborhood center zoning designations to eligible property through zoning map amendments in conjunction with the land development process.
- Goal CE-4: Complete Neighborhoods – Develop mixed-use Neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses.
 - Policy CE 4.1 – Encourage a variety of housing types into new and redeveloping neighborhoods to provide options for all ages and incomes throughout the city.
 - Action CE 4.1.1 – Promote a diversity of residential building types, lot sizes, density ranges, and architectural styles in new neighborhoods.
 - Action CE 4.1.2 – Promote transitions between residential development types at intersecting streets and alleys.
 - Action CE 4.1.3 – Encourage single-family attached and multi-family housing options in transitional areas between single-family detached housing and neighborhood centers, corner commercial sites, and civic spaces.
 - Action CE 4.1.4 – Promote mixed use buildings located in downtown, town centers, neighborhood centers, and mixed-use corridors.

- Policy CE 4.2 – Incorporate employment and shopping nodes into new and redeveloping neighborhoods to provide residents with convenient access to services.
 - Action CE 4.2.2 – Augment the development of neighborhood centers with small-scale retail or office establishments and healthy food access at intervening intersections of major thoroughfares or multi-use trails.
- Policy CE-4.3 – Develop street networks that provide connectivity within and between residential areas and supporting centers of activity.
- Policy CE-4.4 – Integrate parks, schools, and other civic space into neighborhoods.
- Goal CE-5: Building and Site Design – Establish standards to integrate new development with surrounding built and natural features while mitigating long-term natural resources and climate impacts.
 - Policy CE-5.1 – Promote building form and scale that complements surrounding neighborhoods and creates strong linkages between the development site, the street, and other public grounds.
- Goal CE-13: Natural Features and Habitat
 - Policy CE-13.1 – Protect waterways and natural drainage corridors from development encroachment.

Community Prosperity:

- Goal CP-7: Attainable Housing – Provide affordable, clean, and safe housing options for all residents regardless of income.
- Goal CP-9: Housing Diversity – Provide a diverse range of housing options to accommodate residents at all stages in life.
 - Policy CP-9.2 – Promote denser housing options in the urban neighborhood, downtown, town centers, neighborhood centers, and mixed-use corridors identified in the future development map.

Community Livability:

- Goal CL-2: Neighborhood Conservation - Strengthen neighborhood condition through improvements to the built-environment.
 - Policy CL-2.2 – Encourage redevelopment of vacant properties within neighborhoods.
- Goal CL-3: Accessible Parkland – Provide convenient access to a variety of park and open space lands.



DEVELOPMENT REVIEW COMMITTEE (DRC)

Following are the minutes from the City of Las Cruces Development Review Committee Meeting held Wednesday, April 16, 2025, at 9:00 a.m. in Room 1158.

DRC PRESENT: David Weir, Deputy Director Community Planning
Rocio Nasir, Senior Engineer, Utilities
Cathy Mathews, Landscape Architect, Parks & Rec.
Tony Trevino, Deputy Director, Public Works
Mike Kinney, Plan Review Engineer, Com. Dev.
Kyle Metzgar, MPO
Michael Danner, Fire Investigator LCFD
Steven Bingham, Director, Parks & Rec

STAFF PRESENT: Adam Ochoa, Senior Planner
John Castillo, Planner, Community Development
Vincent Banegas, Interim Planner
David Sedillo, Public Works

OTHER PRESENT: Steve Peale
Michael Huerta, Moy Surveying
Anton Magallanez, Moy Surveying
John Moscato, Sierra Norte Development
Paul Pompeo, Souder Miller

1. CALL TO ORDER (9:00 a.m.)

Weir: Okay. Good morning again. We'll go ahead and start the DRC meeting of April 16th.

2. APPROVAL OF MINUTES -

2.1 April 2, 2025

Weir: The first item on the agenda is approval of minutes. We have minutes from April 2, 2025. If folks have had a chance to review those, if they have any amendments or changes they'd like to make. Not seeing any. Do I have a recommendation to approve?

Nasir: So moved

Weir: And then do I have a second?

Metzgar: Second.

Weir: Okay. We have a motion and a second. All those in favor say "aye"

MOTION PASSES UNANIMOUSLY.

Weir: All those opposed. Okay, minutes approved by acclamation.

3. NEW BUSINESS

3.1 Case No. 25CS0500004: Payan Subdivision No. 1

- A request for approval of a non-administrative replat, known as Payan Subdivision No. 1.
- The proposed subdivision currently encompasses approximately 0.45 acres, is zoned NH-3S (Neighborhood-3 Suburban) and located at 6090 Payan Road.
- The subdivision proposes to subdivide one (1) existing residential lot into four (4) new lots that are approximately 0.109 acres in size.
- Submitted by Borderland Engineers and Surveyors LLC, Representative.

Weir: That'll move us down to new business. The first case is 3.1, Payan Subdivision No. 1. Is the applicant here?

Peale: Yes, sir, Steve Peale for Borderland Surveyors.

Weir: Okay. Community Development, do you have a presentation or overview of what's being requested?

Ochoa: Yes sir. Before you have, and on the screen here is Payan Subdivision No. 1. It's a request for approval of non-administrative replat, which encompasses approximately about 0.45 acres in size and is zoned NH-3S under Realize Las Cruces. And is located at 1690 Payan Road. This subdivision was submitted at the time that Realize was in effect, so basically these lots now follow what Realize allows. So this is one of the, well basically the first subdivision we have that's following Realize, so thank you Steve. That's pretty awesome.

Peale: You're more than welcome.

Ochoa: So the subdivision proposes to subdivide the existing about 0.45 acre lot into four new residential lots that all encompass approximately 1.09 acres in size. And this was submitted by Borderline Engineers and Surveyors. This did go through a couple reviews. First reviews were just your standard existing zoning of REM, but under Realize, they decided to go under Realize and now follow these standards. So that review went as well and all

1 reviewing parties did recommend approval for the proposed replat. And
2 there are no outstanding comments on this.
3
4 Weir: Mr. Peale. Do you have anything you'd like to add?
5
6 Peale: No.
7
8 Weir: Okay. Departments, any comments?
9
10 Nasir: It is on the plat that the subdivider or the developer will be responsible to
11 extend service lines on this because it was subdivided to a smaller portion
12 and this street is already developed. It had already the service lines for the
13 amount of lots that were there before, but now it's going to be for I think two
14 more or one more, I don't remember which one it is.
15
16 Weir: And so is there capacity for that or it's just something that will come with the
17 building?
18
19 Nasir: No, it will be the capacity. We did that review. I just wanted to note it and
20 that is also on the plat.
21
22 Weir: Okay. So there's no need for condition or anything?
23
24 Nasir: No, nothing. I just wanted to note it on the minutes. That's it.
25
26 Weir: Okay. Public Works here, okay for the plat. Community Development,
27 Adam. Fire Department?
28
29 Danner: No, we're good.
30
31 Weir: Okay. Parks and Rec.
32
33 Mathews: I'll defer to my director since I don't know Realize all that well.
34
35 Weir: Okay. I assume it would be the impact fees. MPO, anything?
36
37 Metzgar: Nothing.
38
39 Weir: Okay. Well, if that's the case, CD recommended approval or
40 recommendation of approval from the DRC. Do I have a motion to that
41 effect?
42
43 Trevino: I'd like to make a motion to approve.
44
45 Weir: Okay. Do I have a second?
46

Nasir: Second.

Weir: So I'll just go by the departments. Public Works.

Trevino: Yes.

Weir: Community Development. Yes. Utilities.

Nasir: Yes.

Weir: Fire Department.

Danner: Yes.

Weir: And Parks and Rec.

Mathews: Aye.

Weir: Okay. So case one is recommendation of approval that will be going to the P&Z next month, Adam.

Ochoa: That will be correct in the May Planning and Zoning Commission meeting.

Weir: Okay.

3.2 Case No. 24CS0500131: Sonoma Ranch East II Master Plan Amendment #5

- A request for approval of a Major Amendment, known as Sonoma Ranch East II Master Plan Amendment #5.
- The master plan boundary involves approximately 143 acres and is currently vacant (except for CLC water tank) and zoned with split R-1b/R-3 (Single-Family High Density/Multi-Dwelling Medium Density), C-3/R-1b/R-3 (Commercial High Intensity/Single-Family High Density/Multi-Dwelling Medium Density), and FC/OS-R (Flood Control/Open Space-Recreational) zoning in addition to straight C-3 (Commercial High Intensity), C-1 (Commercial Low Intensity), R-1b (Single-Family Medium Density), and FC (Flood control) zoning.
- Key amendments proposed include the reconfiguration of planning parcels, elimination of all commercial uses, and the reduction of residential land use densities. Other changes involve the relocation of park land, delineation of arroyo boundaries, and an increase in acreage of open space and its' redesignation to natural/conservation.
- Submitted by Souder Miller and Associates on behalf of Sierra Norte Development Inc.

- 1 Weir: Okay, the second item is case 3.2, Sonoma Ranch East Master Plan,
2 Amendment #5. Are there representatives for the applicant?
3
- 4 PMP Yes. Paul Pompeo with Souder Miller Associates and the developer is
5 present as well.
6
- 7 Weir: Okay. CD, do you have an overview or a presentation and
8 recommendation?
9
- 10 Banegas: I do, Mr. Chairman. Sonoma Ranch East II Master Plan Amendment #5 is
11 shown up on the screen there. It seeks to develop roughly 143 acres of the
12 original 322 acres that constituted the original boundary. The areas that
13 you see in gray, shaded in gray, are developed. The areas that are not
14 shaded are those subject to amendment number five.
15
- 16 The master plan itself, pursuant to the information on the master plan
17 information, seeks to develop in a phased approach from north to south. So
18 your areas for instance, A1A and N1, those would be in your phase 1, A2A
19 in the middle, phase 2, etc. And then further south, phase 3. They will, if
20 necessary, come back and modify some of the phasing or sub-phasing in
21 order to accommodate the development that they seek. Some of the issues
22 that have been addressed throughout the review process is land use-
23 related, elimination of commercial use and zoning. There is an associated
24 zoning element that will be combined with this when it goes forward. And
25 there is a reduction, ultimate reduction, in housing unit or potential for
26 housing unit development.
27
- 28 All of the reviewing parties have approved the master plan amendment.
29 And even though there are some issues that planning sees with it, those
30 are likely to be hammered out at the time of Planning and Zoning
31 Commission consideration. So staff would recommend approval, given the
32 fact that we need to move it forward.
33
- 34 Weir: Mr. Banegas. So this is just the master plan, the rezoning would be a
35 separate application?
36
- 37 Banegas: That's correct.
38
- 39 Weir: Separate from this. Okay. Mr. Pompeo, anything you'd like to add?
40
- 41 Pompeo: Thank you, Mr. Chair. Just a couple of key points on this. One is that the
42 City undertook the creation of a FEMA-designated flood zone on this
43 property in conjunction with the major arroyo to the south. So that area has
44 been included in this and taken out and included as a flood tract. Also on
45 the original master plan there was a park tract that was located at the
46 bottom, the lower left-hand corner of this property, which is now in a flood

1 zone. So that's been removed and relocated up into what's going to be
2 known as phase 10B, which is on the upper portion of the screen. And then
3 because of the topography, we've created additional open space on the
4 southern edge of the property adjacent to a major arroyo. Then with that
5 we are removing some of the commercial elements, and the goal is to
6 develop the remainder of the property with an estate lot-type product that's
7 about one acre minimum lot size. So that's kind of a synopsis of what has
8 facilitated this change to the master plan.
9

10 Weir: Okay. I'll just go through the departments and see if there's any comments
11 that they may have. Public Works. Is there anything you'd like to add or
12 comment on this proposal?
13

14 Trevino: No, we have no comments at this time. Just based on those drainage tracts
15 that are there, there's no direction of ownership of those on this plat. It just
16 kind of calls out those tracts for now, so we're good for now.
17

18 Weir: Okay. Utilities Department.
19

20 Nasir: No.
21

22 Weir: Okay. Parks and Recreation.
23

24 Mathews: I don't know about any comments, but just some of my thoughts. The East
25 Mesa Public Recreation Complex/Sports Complex is just to the south of that
26 road, and the plan of development for that 350 acres includes sort of
27 reserving that area around the arroyo as it cuts through that property as
28 habitat/restoration. And I know earlier there had been discussion about that
29 open space becoming a park, but it seemed unsuitable at that time, though
30 across the street is this habitat area. Those are just some of my thoughts
31 with regard to this. No objections?
32
33

34 Weir: I'm sorry. Fire Department.
35

36 Danner: No comment.
37

38 Weir: MPO.
39

40 Metzgar: No comment.
41

42 Weir: Okay.
43

44 Banegas: Dave, if I could.
45

46 Weir: Go ahead.

1
2 Banegas: In response to the open space comment, I just want to indicate that at the
3 very south end of the proposal there are two, actually three planning
4 parcels, OS-1, OS-2, and H-31. They are identified as open space and
5 they'll, as intended, be natural conservation in terms of their functionality to
6 the bigger picture there. H-31 will have flood control designation attached
7 to it in addition to the open space. So it kind of speaks to a little bit about
8 what you were saying.
9
10 Mathews: Yes.
11
12 Weir: Okay.
13
14 Bingham: Cathy, are you comfortable with that? I mean, open space in itself isn't
15 necessarily park space.
16
17 Mathews: Right. Yes, I'm comfortable with it. I mean it's just as we go forward there'll
18 be questions about maintenance and recreation facilities on Sonora Springs
19 and some questions like that relating to the property itself.
20
21 Weir: Well, this is a master plan, so it's just talking conceptually of what's being
22 done and as we get into the planning and actually drawing permit more of
23 the details and standards, development standards will have to be met.
24
25 Mathews: Yes. I understand. Thank you.
26
27 Weir: Okay. If that's the case, I take it, Vince, there is a recommendation for
28 approval, no conditions.
29
30 Banegas: No conditions.
31
32 Weir: Okay.
33
34 Banegas: So that we can move it forward.
35
36 Weir: I would entertain a motion to make a recommendation of approval of the
37 master plan to the Planning and Zoning Commission.
38
39 Mathews: So moved.
40
41 Trevino: Second.
42
43 Weir: Okay. I have a motion and second, so I'll go ahead and just do a roll call
44 vote. Public Works.
45
46 Trevino: Yes.

1
2 Weir: Community Development, yes. Utilities.

3
4 Nasir: Yes.

5
6 Weir: Fire Department.

7
8 Danner: Yes.

9
10 Weir: And Parks and Recreation.

11
12 Mathews: Yes.

13
14 Weir: Okay, so we have a positive recommendation. And Adam I'm assuming
15 that also will go on to the May Planning and Zoning Commission.

16
17 Ochoa: Yes. We are pushing that for the May meeting.

18
19 **3.3 Case No. 24CS0500033: Huerta Tracts**

- 20 • A request for approval of a non-administrative replat, known as Huerta
21 Tracts
22 • The proposed subdivision currently encompasses 0.437 + acres, is
23 zoned R-2 (Multi-Dwelling Low Density) within the North Mesquite
24 Overlay Zone and located at 615 Pinon Street.
25 • The subdivision proposes to subdivide one (1) existing residential lot into
26 two (2) new lots that are 0.174 ± acres and 0.263 ± acres in size.
27 • Submitted by Moy Surveying, Representative.

28
29 Weir: That brings us to the third case, 3.3, Huerta Tracts. Is the applicant
30 present?

31
32 Magallanez: Yes.

33
34 Weir: Okay. John.

35
36 Castillo: Good morning, everyone. Today we have a request for approval of a non-
37 administrative replat known as Huerta Tracts. This is going to be a property
38 that encompasses 0.437 acres. It's currently zoned R-2, which is our
39 medium to low density, and it's within the North Mesquite Overlay Zone.
40 And it's located at 615 Pinon Street. They're looking to subdivide the one
41 existing lot into two residential lots that are going to be approximately 0.174
42 acres and 0.263 acres in size. This was submitted by Moy Surveying as
43 their representative, who's also here.

44
45 Weir: Okay. And it meets all requirements. You're recommendation would be ...
46

Agenda Item #9.1.

- 1 Castillo: My recommendation would be approval.
2
3 Weir: Okay. Moy Surveying. Anything to add?
4
5 Magallanez: Just, yes, we know that that lot has a little interesting geometry. There's
6 just a shop back there that we're hoping to stick with the parcel obviously to
7 the west, but that's the reason for the geometry of that lot.
8
9 Weir: Okay. Reviewing departments. Any comments or?
10
11 Trevino: Just a question with that (*inaudible*). Does it meet the setbacks to know
12 that middle one would be the, what's the setback now?
13
14 Castillo: Yes, there was an improvement survey provided as part of the review
15 process, and the existing shop does meet the setbacks.
16
17 Weir: Okay. Any other comments from anybody? Okay. If that's the case, I would
18 entertain a motion to make a recommendation of approval of the replat.
19
20 Danner: So moved.
21
22 Weir: Do I have a second?
23
24 Nasir: Second.
25
26 Weir: Okay. I'll go ahead again and do the roll call. Public Works Department.
27
28 Trevino: Yes.
29
30 Weir: Community Development Department will vote yes. Utilities Department.
31
32 Nasir: Yes.
33
34 Weir: Fire Department.
35
36 Danner: Yes.
37
38 Weir: Parks and Recreation.
39
40 Mathews: Yes.
41
42 Weir: Okay. So we have another approval. And again, I'm assuming May.
43
44 Ochoa: Yes, that'll be going up to the May meeting P&Z as well. That's correct.
45

46 4. DISCUSSION ITEMS

1
2
3 Weir: That takes care of all of our business items today. Are there any discussion
4 items? We don't have any on the agenda, but is there anything that the
5 committee would like to discuss? I'm not hearing anything.
6

7 **5. ADJOURNMENT (09:16 a.m.)**
8

9 Weir: That takes us to adjournment. Do I have a motion to adjourn?

10
11 Nasir: So moved.

12
13 Weir: Okay. Do I have a second?

14
15 Trevino: Second.

16
17 Weir: All those in favor?

18
19 MOTION PASSES UNANIMOUSLY.
20

21 Weir: All those opposed/ Meeting is adjourned at 9.16.
22
23
24
25

26
27 _____
Chairperson

Attachment “K” – Findings of Fact

Findings of Fact

- The Sonoma Ranch East II Annexation, which served as the basis for the Sonoma Ranch East II Master Plan, was originally approved on February 28, 2005.
- The master plan has technically been amended six times involving both minor and major amendments (first was considered a minor amendment tracked differently from the rest).
- The amendments have altered planning parcel boundaries, densities, intensities, and land uses particularly within the boundaries herein considered for amendment #5.
- The current amendment #5 proposal, consisting of ± 122.46 acres, seeks to lower residential densities in ± 91.48 acres (approximately 75%) of the subject amendment area in question. Residential land use will shift from single-family high density defined singly, as a development option within a planning parcel or when such a parcel allows a development option for multi-dwelling, medium density to single-family low density.
- Of the remaining 25% of the amendment area, the proposal is to retain ± 15.5 acres as presently defined (single-family high density either singly or as a development option). A slight maximum density increase is proposed in this area.
- Via this amendment, the intent is to amend the master plan and change the zoning of subject property to accommodate a development consisting of ± 56 1-acre lots and ± 61 much smaller lots having a minimum lot size of 3500 square feet in area.
- Other than single-family low density, single-family high density, open space – recreation, open space – natural conservation, and flood control are the only land uses proposed in amendment #5.
- Although Elevate through its’ Future Development Map reflects the potential for a neighborhood center in the immediate area, no such center is being proposed. A letter justifying this decision has been submitted for consideration.
- The subject property falls within the Suburban place type. This place type is characterized by low to moderate density residential land uses intermixed with areas of commercial development.
- The amendment/zone change requests may be considered somewhat consistent with the stated place type characteristics in regard to the two density types proposed and provisions for natural and developed public space. However, others characteristics are not supported.
- The proposed master plan amendment/zone change request is supported to a degree by the Elevate Las Cruces Comprehensive Plan and are found to meet the purpose and intent of the 2001 Zoning Code, as amended (2001 Zoning Code, Section 38-2).

ATTACHMENT "L" – Master Plan Amendment History and New Proposal Detail

Past and Proposed Amendments to the Sonoma Ranch East II Master Plan

(Amendments with a double ** pertain to the amendment #5 boundary)

Amendment #1A - **1)** planning parcel H9 (proposed right-of-way) not part of amendment #5 area is moved to Sonoma Ranch East master plan.

Amendment #1** - **1)** label switch for planning parcels P7 and P8, slight 1 du/ac density decrease (12 to 11) for 10.03 acres, and low end of density range removed on both planning parcels; **2)** four planning parcels and a small portion of another were consolidated to create a 32.41 acre planning parcel - A1 (single-family medium-density - 10 du/ac max) with centralized 1.42 ac park, net loss of .56 acres of park, low end of density range removed, 2 du/ac and low end of density range removed on 10.22 acre piece; **3)** four planning parcels and parts of two others consolidated to create A2 parcel (single-family high density residential use at 10 du/ac max.), loss of 4.2 acres of park surrounding water tank, loss of 1.73 acres of Quasi-public use, low end density ranges removed, loss of 2 du/ac density on 11.9 acres, potential loss (mixed use) of 30 du/ac density on 1 acre; **4)** boundary adjustment for H29 and H30; and **5)** 5.69 acre N1 parcel created for flood control/ open space - recreation.

Amendment #2** - **1)** H7 parcel not part of the amendment package but reflects a reduction of 1 du/ac to bring the parcel to a 10 du/ac max. This density carries forth to amendments 3 and 4; **2)** N1 parcel is moved to southeast corner of A2 parcel; **3)** H8 parcel converted from multi-dwelling, medium density (15 du/ac)/commercial medium intensity/office professional & limited retail to single-family medium density (6 du/ac max.); **4)** H19 and H29 parcels converted from multi-dwelling, medium density (15 du/ac max)/commercial high intensity to single-family medium density (6 du/ac); **5)** H30 has ± 3.0 acres split off to create H32 parcel. Remnant H30 parcel converted from multi-dwelling high density and limited retail and office (30 du/ac max.)/commercial high intensity to single-family medium density (6 du/ac max.); **6)** new H32 parcel established with commercial medium intensity use; and **7)** new H33 parcel with commercial light intensity use.

Amendment #3** - **1)** H8 parcel converted from single-family medium density (6 du/ac max.) to single-family high density (10 du/ac max.)/multi-dwelling medium density (20 du/ac max.); **2)** H19 converted from single-family medium density (6 du/ac) to single-family high density (10 du/ac max.)/multi-dwelling medium density (20 du/ac max); **3)** H29 converted from single-family medium density (6 du/ac max) to single-family high density (10 du/ac max.)/multi-dwelling medium density (20 du/ac max)/commercial high intensity; **4)** H30 changed from multi-dwelling high density and limited retail and office (30 du/ac max.)/commercial high intensity to single-family high density (10 du/ac max.)/multi-dwelling medium density (20 du/ac max); and moved N1 parcel back to SW corner of A2 parcel.

Amendment #4 - **1)** H1 parcel not part of amendment #5 area. Changed density from 6 du/ac to 8 du/ac.

Proposed Amendment #5

H7 and H8 parcel are being combined resulting in a new A1a parcel identified as single-family high density (12 du/ac max). A separate and new N1 parcel (2.0 ac park) is shown on the west side of the A1a parcel. This change results in:

- Net single-family high density residential density gain of 2 du/ac for 15.5 acres (H7 and H8).
- The conversion of $\pm$ 8.10-acres from multi-dwelling, medium density (20 du/ac max)/single-family high density (10 du/ac max) to single-family high density (12 du/ac max).
- Provision of a park resulting from the relocation of park land previously approved within the A1 parcel and that from the previously identified N1 parcel. In that park/recreation acreage was not identified for the old N1 parcel, staff cannot ascertain whether the 2.0-acre park size represents a net loss/gain of park acreage or whether it remains equal to what was previously proposed.

Planning parcels A1 (including proposed .42-acre park) and H19 are being combined to form new A2a parcel assigned a single-family low density land use (4 du/ac) designation. This change results in:

- conversion of $\pm$ 30.69 acres from single-family high density (10 du/ac max) to single-family low density (4 du/ac max.).
- conversion of $\pm$ 9.32 acres from single-family high density (10 du/ac max)/multi-dwelling, medium density (20 du/ac) to single-family low density (4 du/ac max.).
- The relocation of a .42-acre park site to proposed N1 parcel.

Parts of planning parcels A2, H29, H30, N1, and all of H33 are being combined to form a new $\pm$ 36.64-acre A3a parcel with a single-family low density residential designation (4 du/ac). This change results in:

- conversion of $\pm$ 30.99 acres from single-family high-density (10 du/ac) to single-family low density (4 du/ac max).
- conversion of $\pm$ 4.31-acres from multi-dwelling, medium density (20 du/ac max)/single-family high density (10 du/ac max)/commercial high intensity to single-family low density (4 du/ac max).
- The conversion of $\pm$.59-acres from open space - recreation/flood control to single-family low density (4 du/ac max). Reconfiguration of park and flood control proposed resulting in this modification.
- The conversion of a $\pm$ 1.0 acre park (due to relocation) to single-family low density 4 du/ac max.

Parts of planning parcels A2, H29, H30, and N1 are combined to form a new $\pm$ 6.09-acre AO1 parcel with a flood control/open space-natural conservation designation. This necessary change results in:

- conversion of $\pm$ 0.76-acres from multi-dwelling, medium density (20 du/ac max)/single-family high density (10 du/ac)/commercial high intensity to flood control/open space-natural conservation.

Agenda Item #9.1.

- conversion of ± 0.23 -acres from single-family high density (10 du/ac max)/multi-dwelling, medium density (20 du/ac max) to flood control/open space-natural conservation.
- conversion of ± 3.0 -acres from single-family high density (10 du/ac max) to flood control/open space-natural conservation.

Parts of planning parcels A2, H29, H30, H32 and N1 are being combined to form a new ± 12.7 -acre A4a parcel with a single-family low density residential designation (4 du/ac). This change results in:

- conversion of ± 6.23 acres from single-family high-density (10 du/ac max) to single-family low density (4 du/ac max).
- conversion of ± 1.95 -acres from commercial high intensity to single-family low density (4 du/ac max).
- conversion of ± 6.34 -acres from single-family high density (10 du/ac)/multi-dwelling, medium density (20 du/ac max) to single-family low density (4 du/ac max).
- conversion of ± 0.36 -acres from flood control/open space-recreation to single-family low density (4 du/ac max). Reconfiguration of park and flood control proposed results in this modification.

Parts of planning parcels A2, H32, and N1 are being combined to form a new ± 4.61 -acre OS2 parcel with an open space-natural conservation designation. This change results in:

- conversion of ± 1.95 -acres from commercial high intensity to open space-natural conservation.
- conversion of ± 1.52 -acres from single-family high density (10 du/ac max) to open space-natural conservation.
- conversion of ± 0.97 -acres from flood control/open space recreation to open space-natural conservation.

Part of planning parcel N1 will become a new ± 0.76 -acre OS1 parcel with an open space-natural conservation designation. This change results in:

- conversion of ± 0.76 -acres from flood control/open space recreation to open space-natural conservation.



**PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
May 27, 2025 at 6:00 p.m.**

BOARD MEMBERS PRESENT:

- Kent Thurston, Chair
- Scott Kaiser, Vice-Chair
- Janet Acosta, Member
- Joaquin Acosta, Member

BOARD MEMBERS ABSENT:

- Enrico Smith, Member
- Connor Murray, Member

STAFF PRESENT:

- Chris Faivre, Director Community Development
- Adam Ochoa, Senior Planner/Building Inspection Supervisor
- Vincent Banegas, Interim Planner
- John Castillo, Planner
- Christine Rivera, City Clerk
- Blairre Flores, Economic Development Coordinator
- Elizabeth Teeters, Economic Development Director

1. CALL TO ORDER (6:00)

Thurston: Good evening, and welcome to the Planning and Zoning meeting today. Today is Tuesday, May 27th. I have a call to order.

2. CONFLICT OF INTEREST

Thurston: I'm going to check first if we have any conflicts of interest tonight. None.

3. PUBLIC PARTICIPATION

Thurston: We will move on to public participation. Do we have anyone in the public that would like to speak on anything that's on like the consent agenda? We have one. Do I have to swear him in? Okay.

Pearson: Good evening. My name is George Pearson. Before you approve the minutes on your agenda, please check the members list, the list of members present. I believe the list of members present is correct. But Mr. Kaiser is

1 listed as the chair and the rest of the minutes make it clear that Mr. Thurston
2 was the chair at this meeting.

3
4 Now I'd like to talk about the Mesa Grande Drive road extension that has
5 been proposed. This may or may not come before you, but it is something
6 that is of interest and this is public comment. There's something like \$60
7 million that has been promised for this roadway. The money's not here yet,
8 but once the money shows up, it's pretty sure that that roadway will be built.
9 It is on the future thoroughfare map, and while the need for this roadway is
10 debatable, it does seem to be coming. My ask is that we build this as a true
11 21st century roadway. What I mean by this is that safety be the main driving
12 force in creating this roadway. Safety for all roadway users, with special
13 consideration for the vulnerable roadway users. It's well documented that
14 the percentage of vulnerable user deaths is disproportionate with what
15 seems like little concern. AASHTO has recently updated and published
16 their bikeway design guide. This includes guidance for protected bikeways
17 and extra protection for bicyclists and pedestrians at intersections. While
18 Realize does not include this type of cross-section, and maybe it should be
19 added when Realize is updated, Realize does allow the director to approve
20 alternative designs. A design blessed by AASHTO would certainly be
21 covered. So if we're going to build Mesa Grande, let's build it as a 21st
22 century roadway that is safe as possible for all roadway users. Thank you.

23
24 Thurston: Thank you. Do we have anyone else in public comment? All right. Do we
25 have anyone here that's going to be speaking on the MRA from the public?
26 I'm just trying to get an under - okay. Well other than staff.

27
28 SPEAKER, NOT AT THE MICROPHONE.

29
30 Thurston: Okay. It's the last thing, so I think we're okay then. So then everyone here
31 is basically here for the new business on the major amendment. Is that
32 correct? Okay. Thank you.

33
34 **4. ACCEPTANCE OF THE AGENDA**

35
36 Thurston: All right. Then we'll move on to the next. We have an acceptance of the
37 agenda with the - I think we've got to have that alteration of the ...

38
39 SPEAKER, NOT AT THE MICROPHONE.

40
41 Thurston: No, the alteration of just on the notes.

42
43 SPEAKER, NOT AT THE MICROPHONE.

44
45 Thurston: Okay. So you've got those taken care of.

46
47 SPEAKER, NOT AT THE MICROPHONE.

Thurston: All right. So I need a motion for the acceptance of the agenda.

Kaiser: I'll make a motion, the acceptance of the agenda that would reflect the changes on the meeting minutes from last month.

Faivre: Okay. I'm the motion to accept the agenda. Commissioner Acosta.

Ja. Acosta: Yes.

Jo. Acosta: Yes.

Faivre: Other Commissioner Acosta. Commissioner Kaiser.

Kaiser: Yes.

Faivre: And Chair.

Thurston: Yes.

Faivre: Thank you.

5. PLANNING AND ZONING MINUTES – April 22, 2025

APPROVED UNANIMOUSLY.

6. CONSENT AGENDA

6.1 Case No. 25CS0500004: A request for approval of a non-administrative replat known as Payan Subdivision No. 1 for property located at 6090 Payan Road, that encompasses approximately 0.45 acres and is zoned NH3S (Neighborhood-3 Suburban) under the Realize Las Cruces Development Code. The subdivision is proposing to replat one existing tract of land into four new lots that are 0.109 acres in size each. Submitted by Borderland Engineers and Surveyors, LLC., representative.

6.2 Case No. 24CS0500033: A request for approval of a non-administrative replat known as Huerta Tracts. The subject property encompasses approximately 0.437 acres, is zoned R-2 (multi-dwelling low density), within the North Mesquite Overlay Zone and located at 615 Piñon Avenue. The Subdivision proposes to subdivide one existing lot into two new lots that are approximately 0.174 and 0.263 acres in size.

Thurston: So the next one is just going on to the consent agenda is passed. Okay.

APPROVED UNANIMOUSLY.

7. NEW BUSINESS

7.2 Case 24CS0500131 and 24ZO0500130: A request for a final approval to a major amendment involving the Sona Ranch East II Master Plan, titled Sona Ranch East II Master Plan Amendment #5, and to provide a recommendation for the corresponding zone changes. The property is generally located north of Sonora Springs Boulevard, east of Pagosa Hills Avenue/Petaluma Avenue, and west of Mesa Grande Drive. Submitted by Souder Miller and Associates on behalf of Sierra Norte Development, Inc.

Thurston: And then we need the acceptance of the agenda as presented. Isn't that what we just did?

SPEAKER, NOT AT THE MICROPHONE.

Thurston: Okay. So the first one really is then going on to new business, and that one we are going to give over to staff for a presentation. Oh, sorry. First I need a motion for the hearing of it.

Kaiser: So just for a point of order. So the motion is to hear the item, and then we'll make a motion to approve.

SPEAKER, NOT AT THE MICROPHONE.

Kaiser: But what happens if we wanted to vote an option that was not to approve? Like what if it was to table or something like that? Do you make a motion at that point to table? Okay. So I'll make a motion to hear or approve item 7.1.

Ja. Acosta: I'll second that motion.

Faivre: Commissioner Acosta.

Jo. Acosta: Yes.

Thurston: Staff, it's to you now. Sorry.

Banegas: Good evening, Commissioners. Vincent Banegas, interim planner for the record. Here to present the cases involving a master plan amendment number five and zone changes for the Sonoma Ranch East II master plan area. Current conditions as it relates to this master plan area, the property is located south of the Alameda Arroyos South Fork if you will, north of Sonora Springs Boulevard, east of Pagosa Hills and Petaluma, at least beyond the development area that exists there, and west of the Mesa Grande Drive. The subject master plan was originally annexed, and that contained roughly 322 acres originally, was originally annexed, master planned, and zoned via City Council action back in February of 2005.

The property with exception of the water tank sits vacant. And areas around it to the north and to the east are also vacant. There is a developing East

1 Mesa Sports Complex to the south, single-family high and medium density
2 zoned residential to the west. The applicant has requested that this
3 proposal and the zone changes that go along with it be processed under
4 the 2001 Development Codes, and that's what you will hear exclusively this
5 evening in context to those codes.

6
7 The last amendment, number four, is what we currently follow for the area.
8 That was approved in 2020, and it reflects the following land uses which
9 consist of mixed or slash uses involving single-family high density and multi-
10 dwelling medium density uses. There's a mixed single-family high density,
11 multi-dwelling medium density, and commercial high intensity uses. Single-
12 family high density uses singly. And commercial low intensity, commercial
13 high intensity, flood control, and flood control open space recreation. So
14 when I speak to the mixed uses, those are uses that are identified in the
15 master plan, and pursuant to the zoning that enacts those uses. They could
16 develop either one of those land uses or a combination of two or three. It
17 could be a complete mix of land use or singular use of any one of the land
18 uses.

19
20 What we're talking about here this evening is 122, those are the remaining
21 acres currently zoned with flood control. That's the FC. The R-1b is single-
22 family high density. C-3 is our commercial high intensity zone. And the
23 mixed or slash or pancake zones you may have heard about in the past of
24 R-1b, R-3, and C-3/R-1b/R-3, as well as FC/OS-R, those are the flood
25 control open space recreation zones.

26
27 The property currently sits within the suburban neighborhood place type,
28 and that's pursuant to our comprehensive plan. The suburban place type
29 will be characterized a little later, but the property is accessible from various
30 roadways, thoroughfares pursuant to our future thoroughfare plan. Mesa
31 Grande Drive, which is proposed to be a minor arterial, 100 feet of right-of-
32 way. Same with Calle Jitas. Sedona Hills Parkway is a major collector at
33 85 feet of right-of-way. Sonora Springs Boulevard, another minor arterial.
34 And Pagosa Hills is a local at 50 feet of right-of-way.

35
36 Here is the arial that represents the boundary in question. So everything
37 you see outlined in red including the water tank here, is part of the request.
38 There's no action or no change to the water tank property, but nonetheless
39 it's been added as part of the development proposal.

40
41 So master plan comparisons are as follows, the amendment four is on the
42 left, amendment five, the proposed, is on the right. I've received a lot of
43 input, either via phone calls and/or e-mails that wanted a description of what
44 the actual changes were to look like. And as you look at amendment four
45 on the right you see various planning parcels is what they're called. In fact,
46 there's two located right here before you get to Calle Jitas Boulevard. And
47 what they are doing in concert to the proposed number five is they're
48 combining them. So they are combining those two planning parcels and

1 then adding a two-acre park parcel here amongst the two that exist in area
2 four. The land uses that are specific to amendment four, the upper H-7,
3 consists of single-family high-density land use designation, and H-8 below
4 is single-family high-density as well as multi-dwelling medium-density. That
5 designation here with H-8 goes away and becomes part of H-7, and it all
6 becomes single-family high-density, with exception of that park.

7
8 Below Calle Jitas you have these two parcels are at issue here. You had
9 land uses, in fact, let me see if I can magnify, that might help Sorry about
10 that. So you have some single-family high-density land uses designated
11 here in this parcel. You had a little park, pocket park if you will, located
12 here. And then on H-19 you have single-family high-density residential and
13 multi-dwelling medium-density. Those get combined. All this gets
14 combined as you see over here, and it will become single-family low-density
15 residential.

16
17 H-33, which is a commercial low-intensity land use designation, gets
18 absorbed into this larger planning parcel, so it will no longer be commercial.
19 H-29, which is a combination of single-family high-density residential,
20 medium-density or multi-dwelling medium-density residential, sorry, and
21 high-intensity commercial, that designation goes away because it gets
22 absorbed in large part into this planning parcel, with exception of a small
23 strip that is delineated here for the flood plain for the arroyo boundary,
24 basically. But it becomes in this vicinity here all single-family low-density
25 residential.

26
27 I already indicated that AO-1 is the arroyo boundary that has been
28 established. A, oh, I'm sorry, OS-1 and OS-2 are the new designations for
29 open space natural conservation, and those are part of this N-1 piece, part
30 of this A-2 portion down below here, and part of this H-32, which is
31 commercial, high-intensity. What is a remnant piece of H-32 becomes
32 single-family, low-density, so what you have here is single-family low-
33 density here, single-family low-density here, and the rest is arroyo
34 boundaries and open space natural conservation. Down here you have
35 flood control. This one isn't changing except for the open space recreation
36 designation becomes open space natural conservation. This, as I indicated
37 was the tank, water tank site. There's no change there.

38
39 This is the existing zoning that basically implements the amendment four
40 provisions. I've already stated what these uses or these zoning
41 designations are, but again you can see that this piece, this larger piece
42 here in light yellow at least, yes, and this one down here, those are all the
43 single-family high-density zoning districts. This R-1b/R-3, this one, and this
44 one down here were the combination single-family high-density and multi-
45 dwelling medium-density districts. And then this one is the same except it
46 adds a commercial element of high-intensity. You have commercial low-
47 intensity there. So the zoning that you're seeing here implements
48 amendment four. This piece right here, just for the record, is located in

1 error. Based on research conducted two ordinances were found that clearly
2 indicate that this piece here should slide over to where it was originally. For
3 whatever reason, it was mapped at that location and there's been a request
4 to change that. So this piece, this FC/OS-R, slides over to the left. That's
5 the current location for that zoning designation.

6
7 So this is just a map. I won't go into great detail here. Zoning follows the
8 land use. You can see the two zoning designations up here with H-7, H-8
9 becoming one, as I indicated. These two down below becoming one, as I
10 indicated, etc. So again follows land use designations.

11
12 In terms of analysis and findings on combining both, because the list is long,
13 and this kind of is a synopsis of both elements that staff has considered.
14 Basically, there are no adverse health, safety, welfare issues identified by
15 staff during the conduct of review. The amendment, almost exclusively,
16 there's about 75% of the total acreage that proposes a single-family low-
17 density development. The single-family residential densities are in large
18 part reduced, so from the high density for instance down to the low density.
19 The proposal does seek residential development consistent with the
20 surrounding neighborhoods in the area. You do have a lot of single-family
21 homes, detached homes meeting either the medium-density or high-density
22 standard. You also have large lot development in the area. The proposal's
23 single-family density thresholds fall within the place type range for like
24 development, and by that I'm pertaining to or referring to the suburban place
25 type where the density range for single-family development is between four
26 and 12 dwelling units per acre.

27
28 And the proposed zoning is consistent with the master plan amendment that
29 they are also proposing this evening. The master plan area falls within that
30 suburban neighborhood place type, which is characterized by low to
31 moderate density residential. In the comprehensive plan there's reference
32 to the style of development consisting of retail, office, mixed residential
33 styles, attached, detached, etc., some multifamily, some schools and parks.
34 There's also reference to a future development map that refers to
35 neighborhood center locations. The neighborhood center itself is a type of
36 development pattern if you will that begins to really emphasize mixed use,
37 but in the context of a neighborhood level mixed use. So it's not after the
38 big box type development. It's after any development that helps serve the
39 neighborhood. So there are locations that are referenced in that map. One
40 is north. They all straddle Mesa Grande Drive, but one is north of the
41 northern boundary of the amendment. And there's one more or less in the
42 center between, closer to Calle Jitas, but between Calle Jitas and Sedona
43 Park, I believe, at that location and one further south beyond the
44 development boundaries on the southern border.

45
46 The applicant and the representative have submitted a letter. It's been
47 included in your packet. They have stipulated that they do not see a need
48 for the neighborhood center locations in that existing center locations or

1 services I should say, can be accommodated along Sonoma Ranch, what's
2 existing, the town center further north of that, Lohman Avenue, etc. So
3 that's their position on that, and I just wanted to indicate that for you.

4
5 The proposal also seeks to better define sensitive areas like arroyo
6 boundaries as I illustrated on the map. and also preserve some of the
7 natural areas and topography, which there is some topography out there
8 that will have to be wrestled with a bit. And they also seek to formalize and
9 combine acreage that was allocated for parks along the way through all
10 these amendments and to relocate that to the north, which I showed you,
11 and that is a two-acre park that is being proposed. So it will grant greater
12 accessibility to the neighborhood in that region, especially given the fact that
13 you have a regional park further south. The proposal meets the purpose
14 and intent of the 2001 Zoning Code as amended. And the cases were
15 noticed as per code, meaning that letters went out to the property owners
16 within 500 feet of the boundaries for the proposal, and through that effort
17 staff has received several phone calls and several e-mails. The e-mails that
18 we received have been forwarded to you, and copies have been provided
19 at your desk at the dais there. Some of the issues that were referenced
20 through this communication, through this input involve stormwater
21 management, what is expected to be impacts, etc. Land use, clarification
22 on what's being considered. The timing of construction and roadway
23 improvements. Existing zoning, what it looks like and how it compares with
24 the proposed zoning. General inquiries. And development compatibility.

25
26 The DRC in April heard the case involving the master plan, and they
27 recommended through unanimous vote approval with no conditions. And
28 your options this evening as it relates to the master plan amendment is to
29 vote "yes" and approve the master plan. You can vote "no" and deny it.
30 You could vote to amend, and vote to table. I should note that the
31 Commission is the final authority on the master plan unless it gets appealed
32 to City Council. And in terms of the zone change request, you could vote
33 "yes," which recommends approval to City Council. You could vote "no"
34 and recommends denial to City Council. You could vote to amend and
35 include any conditions you feel are relevant. And you could also vote to
36 table with direction from the Commission and we'll pursue whatever
37 direction that looks like. That concludes staff's presentation. And we do
38 have the applicant, Mr. John Moscato and the design engineer, Mr. Paul
39 Pompeo from Souter Miller in attendance. And I believe they have some
40 information to present to you as well.

41
42 Thurston: Thank you. Can we, Is it okay if we ask for the applicant right now to give
43 us their presentation? Thank you.

44
45 Moscato: Good evening, Commissioners. John Moscato on behalf of applicants here
46 in Norte Development.
47

1 Thurston: Sorry. I got to swear you in real quick. Do you swear or affirm that the
2 testimony you're about to give is the truth and nothing but the truth under
3 penalty of law?
4

5 Moscato: Yes, I do.
6

7 Thurston: Thank you.
8

9 Moscato: Thank you. I'd just like to shed some light on a few of the items that Mr.
10 Banegas touched on, and a few that haven't been discussed yet. In terms
11 of conformance to the Elevate Las Cruces comprehensive plan, as Mr.
12 Banegas pointed out, this property is in the suburban neighborhood place
13 type, which includes low to medium density development, this being
14 primarily low density development that we are proposing. It conforms to the
15 suburban place type. The suburban place type also provides for
16 recommending a diversity of housing types. It's been over a decade since
17 low density large lot subdivisions have been developed in the Sonoma
18 Ranch area. Everything around it is smaller lots, more traditional sized lots.
19 So this does include some diversity, which is lacking right now. We're also
20 supposed to provide transitions under the suburban place type. If you
21 looked at the future development map, the property to the east is rural
22 neighborhood, which is large estate lots. So this lower density development
23 that we're proposing between Calle Jitas and Sonora Springs provides that
24 easy transition between the traditional sized lots west of Pagosa and the
25 area in the future rural neighborhood. It's important to realize that even
26 though Elevate Las Cruces allows for other uses besides residential, it
27 allows for some commercial, it allows for some multifamily, it doesn't require
28 any of that. So I want to make sure everybody understands that there's a
29 distinction between allowing and requiring. So we're not doing anything that
30 isn't required.
31

32 The suburban place type recommends minimizing grading activity. Our
33 project engineer, Mr. Pompeo, will speak more about the technical aspects
34 of our development, but just in a broad stroke there's massive elevation
35 change west to east on this property. Our proposal would minimize grading.
36 If you were to develop this as a traditional neighborhood, the entirety of the
37 property would have to be graded, stripped, lots of retaining walls and so
38 on. And the neighborhood place type also recommends preserving the
39 thoroughfare corridors, which we do. Calle Jitas, Sedona Hills, Sonora
40 Springs are all maintained.
41

42 Just to clarify a couple of issues that were raised in the write-up that you
43 received from staff. Mr. Banegas did mention earlier that despite the fact
44 that the write-up indicates that mixed-use development is being eliminated,
45 that's actually not the case. There is no mixed-use development in the area
46 that we're proposing to be rezoned. It's layered or stacked zoning. So you
47 can select any of those, but it's not mixed in the sense of multi-uses in the
48 same lot or the same building.

1
2 The question of the neighborhood centers, I think is important to detail here.
3 You know the future development map is not precise in the way those
4 neighborhood centers are located. There is a neighborhood center located
5 between Calle Jitas and Northrise. Our justification letter indicates we
6 believe it's a better use for that to be located at Northrise, since Northrise
7 coming down from Mesa Grande Drive, say from the high school south on
8 Mesa Grande Drive to Northrise, would then lead you to that prime
9 development corridor around Northrise. So we think that's a better solution,
10 since what's shown on the map is more or less equidistant between Calle
11 Jitas and Northrise; we selected Northrise. The one that is east of the
12 boundary of our property, that is east of the future Mesa Grande Drive, it
13 does not show in the future development map as bordering our property. It
14 is east of our property. Even though we are not proposing any development
15 within our property of that neighborhood center, there is still the possibility
16 that a future developer could develop the eastern sections of that
17 neighborhood center, if there's a market for that later. The last
18 neighborhood center that's referred to in this general area is the one that's
19 roughly between Sonoma Springs and Sonoma Springs. We recommend
20 that it be placed at Sonoma Springs, since that's the intersection that leads
21 to the East Mesa Sports Complex. Again we think that's a much better use.
22 Of course, there's one farther down on Lohman, which is far outside our
23 property.
24

25 And I think you know the issue of what and how much commercial needs to
26 be in this Mesa Grande Drive corridor, how much commercial needs to be
27 built with all of the neighborhood centers, I think is an important one for us
28 to touch on just a little bit. And what I'd like to walk you through is how the
29 Sonoma Ranch Boulevard corridor has developed, or not developed, over
30 the last couple of decades. If you can picture driving south on Sonoma
31 Ranch Boulevard, the first major intersection in this general area is Sonoma
32 and Calle Jitas. So in Sonoma and Calle Jitas there are four corners for
33 commercial development. And in the past 20 years not a single one of those
34 corners has been developed. There's simply not a market for it. The next
35 one is Sonoma and Sedona Hills. That one has two corners east of Sonoma
36 Ranch Boulevard. Not either of them has been developed commercially.
37 On the west, they're both residential. The next one is Sonoma Ranch
38 Boulevard and Sonoma Springs. There you have the same situation. To the
39 west, no commercial. To the east there's one commercial vacant, and one
40 that's been developed as multifamily. Sonoma Ranch Boulevard and
41 Sonoma Springs, another one, four corners, all commercial, zero
42 development in two decades. And lastly at Sonoma Ranch Boulevard and
43 Lohman, three corners commercial, one has been developed in the past 20
44 years. So I think this speaks to a couple of issues regarding what's
45 happening here when theory collides with reality. And you know In my
46 experience reality usually wins out. The reality is even though this Sonoma
47 Ranch Boulevard corridor has been developed for 20 years, completely
48 developed in terms of residential housing, all of the rooftops that would be

1 served by commercial exist and have existed for a long time. There's been
2 very little commercial development there. And what's the impact of that on
3 the developer, on the City, and on neighboring property owners? So the
4 neighboring property owners have vacant land next to them, vacant land,
5 weeds, dust, etc. The City has no income from development, no GRT, no
6 higher property taxes. It's vacant land appraised or valued at the lowest
7 possible amount. From a developer's standpoint, the developer sits on the
8 land for how long, 10 years, 20 years, 30 years? What's a reasonable
9 length of time for a developer to hold land and get no return on it? I don't
10 know how many of you have tried to sell property. You know it can be
11 frustrating when property hasn't sold in a couple of months or half a year.
12 Think about how you'd feel if you held property for 10 years, 20 years. I
13 think one of you probably has known that feeling, Commissioner Thurston.
14 But it's just, it's not a practical solution to over-plan these areas for large
15 amounts of commercial uses for which there's very questionable demand.
16 You look at Sonoma Ranch Boulevard, virtually no demand. Think of how
17 much longer it's going to take for commercial along Mesa Grande Drive, if
18 ever, to be viable. So I think we just need to take a step back, realize that
19 there's a reality we need to face, and that the highest and best use for this
20 property that we're proposing right now is for housing. North of Calle Jitas
21 it's medium density, probably around four units an acre. South of Calle Jitas
22 it's the larger lots, given the rough terrain. And what we feel is filling up a
23 gap for housing that, a housing type that hasn't really been built in the City
24 in the last you know 10, 15 years. Anybody who wants that type of housing
25 has been forced to go out into the county, so the City loses the ability to
26 attract that type of housing within City limits. So we think it's an important
27 housing type to include, and that's why we are proposing it for this area.
28 Thank you for your time.

29
30 Thurston: Thank you. Are you going to have your engineer give a little bit of
31 background as well?

32
33 Moscato: Yes.

34
35 Thurston: Thank you.

36
37 Moscato: Thank you.

38
39 Thurston: All right. I've got to swear you in as well.

40
41 Pompeo: Good evening, Mr. Chairman and Commission. Paul Pompeo with Souder
42 Miller and Associates.

43
44 Thurston: Do you swear or affirm that the testimony you're about to give is the truth
45 and nothing but the truth under the penalty of law?

46
47 Pompeo: Yes, I do.
48

1 Thurston: Thank you.

2

3 Pompeo: Good evening, Commissioners. I just have a few points to make on some
4 of the engineering aspects that Mr. Moscato touched on, and then I'd be
5 happy to answer any questions you might have. First of all is if you've been
6 out to the site or looked at the documentation in your packet, there is quite
7 a bit of terrain in this project area, generally about 30, 35 feet across in one
8 area, 60 feet of elevation change from east to west. In some of the other
9 subdivisions that we have completed over along Sonoma Ranch Boulevard,
10 namely Sonoma Ranch North Phase 5, in that one subdivision, which would
11 represent about a fifth of this area, we moved close to 400,000 yards of
12 earth, and there are 8- and 10-foot retaining walls throughout that
13 development. So in looking at this area here which has a higher
14 topographic change across it, if we were trying to develop it to match the
15 housing patterns to the west, that is the kind of effort it would take. And in
16 just an assessment of that cost, not respecting the topography, altering
17 drainage patterns and things of that nature are just not worth the return by
18 trying to develop that.

19

20 I noticed that when staff had, there was a comment or a question about
21 stormwater management. First of all, in the southern area here, because
22 of the City sports complex farther to the south, there was a recent FEMA
23 mapping update through this property of which there now is a mapped flood
24 zone. That area, as shown on the zoning maps, we've respected that, we've
25 cut that out, created a separate tract of land so that it will always be
26 preserved as natural arroyo.

27

28 Along the southern boundary, there is about a 30- to 35-foot elevation
29 change right along a future roadway there. And as noted on the zoning
30 map, it's our desire, we're not going to try to do anything with that ridge.
31 We've cut it out; set it aside as open space to stay as natural terrain. With
32 that, those are just the main topics that I wanted to point out, which is the
33 stormwater and the roads. In summary, also on the stormwater
34 management, because these are larger lots, we're proposing narrower
35 roadways within the development. All that leads to a great decrease in
36 stormwater runoff in the developed condition so that there will be no
37 possibility of any impacts to the neighboring areas to the west. So with that,
38 Mr. Chairman, that concludes the points that I wanted to speak about. and
39 I'd be happy to answer any questions that this Commission might have.

40

41 Thurston: Thank you. Before we open it up to the comments to the rest of the
42 Commissioners real quick, I have a, one of my bigger concerns lately has
43 been the townhall center or the town centers and the walkability and the
44 mixed use and all of that kind of stuff. And so do you by chance know the
45 distance from where we have all of this open space already off of Sonoma
46 Ranch to - so if you took Sedona Hills Parkway, do we know about mileage
47 of that? I know they're talking about like the 10-minute City and being able
48 to be on bikes and be able to be and walk and all of that wonderful stuff and

1 put cafes and things like that. But it appears when you just see the
2 application first off it more seems like you went back to the residential side
3 and you removed some of the commercial opportunities or the high-density
4 opportunities there along Mesa Grande. But as I'm looking at the site I'm
5 starting to see that you still possibly have that same chance to still do all of
6 your commercial site right in there. Do you know what the walking distance
7 is when they do like a walk score for cafes or anything like that for this
8 distance?
9

10 Pompeo: Mr. Chairman. I'm sorry. I would not be able to answer that. I do not know.
11

12 Thurston: Okay. I'm going to have to ask the staff that one then. And your guys'
13 planning of the Realize, this looks more like that you do have sufficient area
14 on your town center and over here off of Sonoma Ranch. Would that, in
15 your opinion, classify as like a town center?
16

17 Banegas: Mr. Chairman, members of the Commission. The town center walkability
18 index or the threshold they try to attain, I can't speak to, but I can speak to
19 the neighborhood center. They try to, in Elevate I should say, in Elevate,
20 they try to have a half-mile walk shed. So from anywhere in the
21 neighborhood to the area where you have mixed use, where you have
22 possibly small-scale retail, office, that kind of thing, they try to locate those
23 within a half-mile distance. The town center is obviously going to be much
24 greater than that. The whole purpose is to really concentrate mixed use,
25 but at a larger scale. I cannot tell you without pouring over the document
26 what that threshold is for town centers.
27

28 Thurston: Okay. That was really my - just after all of the planning and things that
29 we've been through, I'm seeing that. The other clarification that I wanted to
30 ask on is since this is going to be a, this is a rezone or, it's not a rezone, it's
31 a master plan amendment. Now, this is not going to follow the same as
32 Realize Las Cruces. Is that correct?
33

34 Banegas: Mr. Chairman, members of the Commission. This is both a master plan and
35 a set of zone change requests that are being brought before you. And the
36 applicant has asked that it follow the 2001 Development Code standards.
37

38 Thurston: Okay. So the zoning that is going to be designated in here does not, is not
39 going to have the mixed use zoning that you would see in like the, what is
40 like the NH1, NH2, where you're starting to see that they have the mixed
41 opportunities to put an office center or other things like that. This is going
42 to be more designated only for residential. Is that correct?
43

44 Banegas: That's correct. You know when I, in my presentation when I talked about
45 the slash zoning or pancake zoning or the slash use, I indicated that the
46 individual could, the developer could develop with any one of those land
47 uses in mind. They could do one. They can combine them. They can
48 combine all three, if there's three, if there's two, whatever. The point being

1 is that with the land use designations and the master plan and the
2 corresponding zones on the zoning map, the zoning is there to facilitate the
3 possibility for mixed use. They don't have to at all, but the possibility is there
4 if they so choose.

5
6 Thurston: Okay. And so then in the, in this amendment if they wanted to use the
7 Realize code, they would then have to come back in is that, to then update
8 their master plan again for new zoning for the Realize?

9
10 Banegas: Mr. Chairman, Commissioners. As per the Realize document, as per the
11 Realize code, any master plan that is approved under, for instance, in this
12 case, the 2001 standards, may enjoy review and consideration of
13 subsequent actions, preliminary plats, final plats, etc., under those same
14 provisions. They don't have to go over to the new standards. In fact, it says
15 that they will be reviewed under the standards that the master plan was
16 approved under.

17
18 Thurston: Okay. So this one, this one basically is going to follow suit with the old code.

19
20 Banegas: Correct.

21
22 Thurston: Going forward.

23
24 Banegas: Correct.

25
26 Thurston: Okay. Let me see. I'm going to open it up questions for Commissioners.
27 Commissioner Acosta.

28
29 Jo. Acosta: Got one. I don't know if it's for the engineer or for City staff. But so the
30 stormwater management plan, like in the steep areas, how does that exactly
31 look? Can you detail that for me a little bit, if I missed it?

32
33 Pompeo: Well obviously on the terrain that's out there now there's, you're covered by
34 the hard cap over the desert floor plus the existing vegetation. So it's our
35 intent by the larger lot development that the lots, to the max that they can
36 be, just stays in its natural condition, undisturbed with both vegetation and
37 the soils that are on the surface. Other areas, when the home
38 developments come in or when the roadways are, we'll have to use
39 stabilization techniques where there's cuts, but we would like, as we've
40 looked and set pads on this area, as we've looked at development, we're
41 trying to set those pads at the existing grades that that's at now, so we can
42 keep earthwork to a minimum, so we can keep erosion to a minimum as
43 well.

44
45 Jo. Acosta: So I guess in turn, yes, would there be like phasing, there's phasing to
46 where that's going to be, so that you know some major flood wouldn't just
47 kind of come while development's happening?

- 1 Pompeo: Well, it's our intent for the natural waterways that are out there now, whether
2 it's the primary arroyo that's in a flood zone to the south or other areas
3 farther to the north, we respect those areas and stay away from those with
4 our development. So we're not going to be filling them in or realigning them.
5 We're going to be respecting them and working around them.
6
- 7 Jo. Acosta: Thank you. And I do have one more question just in regards to safety. So
8 narrower roads and pedestrian access, how does, how do you assess that
9 kind of impacting things?
10
- 11 Pompeo: Well, if we go to larger lots then there'll be less traffic there. Some of the
12 other techniques that could be used on a development like this, I don't want
13 to get into specifics because we're not far along in the design, but other
14 aspects are to have a narrower road section, but maybe have an offset trail
15 as a loop through the area to provide more pedestrian safety away from the
16 roadway itself. Other techniques on larger lots is to mandate through the
17 development standards of that subdivision additional off-street parking,
18 longer driveways and such to keep people from parking on the roadways
19 themselves. So using those kind of techniques, if that is, once implemented
20 then there wouldn't be a need to pave out to 35 or 37 feet like you would
21 normally see in a residential subdivision. We can narrow those down to,
22 say, 28-foot roadways, and they would provide appropriate access as long
23 as the pedestrian safety and off-street parking was provided for.
24
- 25 Jo. Acosta: And so I don't know if this is for Vincent, but how do we potentially look at
26 making sure that that gets implemented along the way? I suppose and not
27 kind of just approved with narrow roads.
28
- 29 Banegas: So, Mr. Chairman, Commissioner Acosta. This is, the master plan process
30 is the first step in the development process. Subsequent to that there's
31 going to be the preliminary plat and then the final plat construction drawings.
32 So those latter stages are kind of when the rubber meets the road so to
33 speak, and that's when we know what they are proposing. That's when we
34 go to additional review via DRC or Development Review Committee, and
35 we have the standards in place already as to what they have to comply with
36 and any deviation to that is a request to DRC specifically. So that would be
37 brought to your attention at that time when those steps come forward for
38 consideration by this body.
39
- 40 Jo. Acosta: Okay. Thank you, Vincent. I think those are kind of some of my questions
41 and turn out to the rest of the Commission.
42
- 43 Thurston: Kaiser. Go ahead.
44
- 45 Kaiser: I have a whole host of questions. I'll try to go in some coherent logical order
46 here, but no promises. First, I think most of my questions, at least at the
47 beginning, are directed to staff. What is the overall difference in the

1 potential number of housing units that would be constructed between what
2 is existing and what is being proposed?

3
4 Banegas: So, Mr. Chairman, Commissioners, Commissioner Kaiser. Staff did an
5 analysis based on the data sheet or data housing count, density counts,
6 that they provided, the applicant provided for amendment four and compare
7 that to amendment five. The low housing count just assumes basically what
8 they provide as the range of density for the planning parcels they reflect on
9 their master plan. It takes into consideration even the slash use parcels,
10 planning parcels, so if they show a single-family high-density residential and
11 then a multi-dwelling medium-density residential, we would consider for just
12 that planning parcel the single-family component as part of the low housing
13 count. Conversely, on the high housing count, we would assume the
14 multifamily or the medium-density multifamily component. So when we took
15 that information and calculated it out in terms of number of units, for the low
16 housing count you get a range. Obviously, they are providing ranges for
17 the number of dwelling units per acre. And so you begin to see in
18 amendment four, 235 to 862 homes, a number of units based on that
19 information. On the high housing count, 235 to 1,376. And then on
20 amendment five, given that it's more direct, singular type of zoning, you get
21 230 on the low end and 552 on the high end. In both instances for
22 amendment four there's a potential for 3.97 acres of commercial. And with
23 the possibility for additional commercial ranging or going up to 11.22. Those
24 are part of the slash land use planning parcels, which they may or may not
25 build to that standard. It should be noted that in the 2001 Code for
26 commercial land you could conceivably build apartments. That was not a
27 consideration with these housing counts. I looked at it as commercial is
28 commercial. That's it. So in the amendment five for commercial, it's zero.

29
30 Kaiser: Okay. Thank you. I mean to me, this seems just like a significant departure
31 from what they currently have available to them. That's already entitled.
32 And it would appear that there's plenty of flexibility in what they can and
33 cannot do. So just sort of thinking aloud here, you know I think one of the
34 arguments that they're making is that there's no market for certain types of
35 development. But it seems like they already have plenty of flexibility to do
36 the things that they think better fit market realities. Just in the housing alone
37 and then the commercial and the mixed use components, it seems like
38 there's plenty of flexibility there. So I guess my question is, why now?
39 What, why now, why this significant change? So that's a question. I don't
40 know. The applicant is welcome to respond to that. But I want to hear kind
41 of staff's perspective first. I mean, do you have a sense of...

42
43 Banegas: Mr. Chairman, Commissioner Kaiser. From this staff person's perspective,
44 they have an opportunity to develop the land. And I think they have an idea
45 as to what they want to do. It's been conveyed through the DRC minutes
46 of the type of development they're pursuing. I think it was touched on here
47 this evening. And I think they're ready to roll with it. And it kind of flies a
48 little bit in the face of what exists today.

1
2 Kaiser: Okay. Well, maybe pose the question differently. When this was amended,
3 I guess amendment four, what was the rationale for what ended up being
4 approved?
5
6 Banegas: Mr. Chairman.
7
8 Kaiser: What was staff's analysis, basically, of that?
9
10 Banegas: Good question. I wasn't here during that time. But I can assume in like
11 fashion you had the potential for development in concert with what they
12 were proposing in amendment four. Keep in mind amendment four was
13 really to clean up a parcel that was outside the boundary for this amendment
14 five. So amendment four was more cleanup in an area that does not fall
15 within the boundaries of five. But some of the others, three, two before that,
16 etc., there's a lot of, in fact I provided some information in the packet that
17 kind of described some of the changes and the history of those changes.
18 And it just seemed to me that there was a lot of differing opinion on how
19 much acreage should be allocated to this land use, etc.. And you know it
20 kind of vacillated back and forth between amendments. But why that
21 happened, I couldn't tell you.
22
23 Kaiser: Okay. Thank you. And then there was a comment at some point about the
24 density being that is under what they currently have amendment four being
25 inappropriate for the suburban neighborhood. And I just wanted to point out
26 that actually the gross density for multifamily is 15 to 30 dwelling units per
27 acre, which I believe is what is currently there. Right, under amendment
28 four.
29
30 Banegas: I believe that's correct. Yes. For the multifamily component.
31
32 Kaiser: Correct. So basically multifamily is appropriate in this suburban
33 neighborhood at 15 to 30 dwelling units per acre.
34
35 Banegas: Correct.
36
37 Kaiser: Thank you. Going back to what, a question Chair Thurston had about the
38 neighborhood, neighborhood centers. I believe the question that you had
39 was what is the distance to the closest neighborhood center from this part
40 of the development? Do you know the answer to that?
41
42 Banegas: I do not.
43
44 Kaiser: Okay. So, do you accept the, does staff accept the rationale that the
45 applicant put forward that these other neighborhood centers are more
46 appropriate than what presumably could be located in this location with,
47 under the current amendment four.
48

1 Banegas: Mr. Chairman, Commissioner Kaiser. The comprehensive plan is rather
2 unique as it looks at neighborhood centers, particularly. There's language
3 in there that talks about the ability for the location of neighborhood centers
4 to shift slightly. And that's literal context. And then there's another section
5 that kind of implies that they can be relocated to a much greater extent. So
6 there's kind of two provisions if you will in that policy that conflict. So which
7 one's right, which one's wrong, I couldn't tell you. I could just tell you that
8 the portion that I referenced as it relates to the three locations near this
9 boundary certainly seems to imply that a slight shift is warranted.

10
11 It also says that in the neighborhood center context that this is above and
12 beyond any commercial corridors, any other neighborhood centers, and any
13 other town centers. So if you look at that language then the distribution of
14 neighborhood centers throughout the City is certainly implied.

15
16 Kaiser: Okay. Thank you. Just to kind of pull on that thread a little bit more. So
17 the neighborhood center is defined and Elevate Las Cruces is that these
18 are walkable activity centers to provide local employment, shopping,
19 entertainment opportunities, and provide for a diverse mix of residential
20 living options. Neighborhood centers are located at key neighborhood
21 intersections and provide transition between single-family residential
22 neighborhoods and areas of higher development intensity. So I certainly
23 can see how you might want to flex this you know to find the best location.
24 But I'd also counter that part of the whole reason you have a neighborhood
25 center is to provide amenities that are more easily accessible by
26 transportation modes other than the vehicle. And given that we don't know
27 how far the closest neighborhood center is to this section of the
28 development, I'm having a hard time tracking how that specific change
29 would be consistent with Elevate Las Cruces.

30
31 I also want to point out, and I know that this development is not beholden to
32 the Realize Las Cruces development code that just took effect, but one of
33 the central points of that effort was to create more mixed neighborhoods,
34 neighborhood amenities, different types of housing. That was one of the
35 driving factors behind that. And I know they're not beholden to that code
36 right now, but I see amendment four, what they currently have, as being
37 more in line with what we just did than what they're proposing here tonight.
38 I see this almost taking a massive step backwards. So I just want to point
39 that out that I think, while I recognize that there's a need for some of the
40 flexibility there, I'm not quite sure I see an analysis that tells me that they're
41 being consistent or in line with the spirit of both Elevate and the process
42 that we just undertook with the updates to the development code.

43
44 I also just want to point out because the comment came up that you know
45 the market sort of dictates things that we do, and these commercial parcels
46 have gone undeveloped around Sonoma Ranch. It's also true that low-
47 density development, residential development, undercuts the economic
48 realities of commercial development. When you have a low-density

1 dispersed population you can't support those smaller neighborhood retail
2 and commercial centers. It just doesn't work. That's why you have to have
3 these massive strip malls. It's why you have to have the Walmart
4 supermarkets, because that's the only thing that can support a low-density
5 population. What I see with amendment four is an opportunity to actually
6 increase the density and to make those now more viable. If we just sit here
7 and say, well the developer doesn't think that you know commercial is ever
8 viable, then we're just going to end up with sprawling residential single-
9 family development and no commercial services. So it is a balance for sure,
10 but I don't think we can easily just dismiss that and say, well the market
11 didn't support it in the last five years and therefore we're just going to turn
12 everything into single-family low-density residential.

13
14 The other thing I wanted to point out, and maybe staff could talk a little bit
15 about this, but I noticed in one of the staff reports or in the staff report I think
16 it was one of the exhibits, it would appear that almost all minimum
17 residential density requirements would be eliminated under this proposal.
18 Is that correct?

19
20 Banegas: Mr. Chairman, Commissioner Kaiser. That seemed to be a theme in the
21 latter amendments, but yes, the minimum goes away. It's just capped at a
22 maximum, and that started, I think four reflects some of that, and if I'm not
23 mistaken three as well.

24
25 Kaiser: So we find ourselves in a housing crisis. Why eliminate the floor? We need,
26 simply put we need more housing, and now we have an opportunity to do
27 so with amendment four, and with amendment five, we're basically saying
28 230 is, they could do less than that. I mean would eliminating minimums be
29 appropriate in staff's mind? Does staff support that?

30
31 Banegas: I think, Mr. Chairman, Commissioner Kaiser. A more important component
32 to that is the zoning code, and the densities that are outlined there.

33
34 Kaiser: But if we're saying there's no minimum density, they could build less than
35 what the zoning code says. Is that correct?

36
37 Banegas: That's correct. Just as an example if I could, a little bit, R-1c is intended to
38 be, that's one of the zones that would pertain to the single-family low-density
39 land-use planning parcels that are being proposed. The R-1c is intended
40 to be our urban large lot type of development. It comes in at a maximum
41 number of dwelling units per acre at one. That's not uncommon for any of
42 the zones that we have. The maximum density is at four, but that's in the
43 code. That's already there. That's in the 2001 Development Standards
44 code. There's a maximum. There's no minimum. So even if the master
45 plan said there is a minimum, if the language remains as it's shown today
46 in the 2001 Code, they could still go below it, because there's no minimum
47 in this development standard table. There's a maximum, but no minimum.

1 Kaiser: Okay. Thank you. And then I think, at least for the moment, my last
2 question is kind of to the point of land disturbance, stormwater
3 management. It seems like one of the arguments the applicant's making is
4 that by reducing density, it would actually reduce land disturbance, grading
5 requirements, whatever it may be. Was there any consideration for any
6 type of cluster development that would essentially achieve the same thing,
7 in fact probably reduce the land disturbance even more? So if that was a
8 central tenant in this update, was there any consideration for something like
9 that?
10
11 Banegas: Mr. Chairman, Commissioner Kaiser. It's funny you brought that up,
12 because as that question was asked, that came to mind, but it certainly
13 wasn't part of the discussion I've had with the applicant and/or the design
14 professional. Paul.
15
16 Kaiser: Okay. Thank you. That's all I have for the moment.
17
18 Thurston: Anybody else? All right. We're going to move on to public comment now.
19 And I've got to find my sheet real quick. We're going to start on public
20 comment on the, do you want to go front to the back? We're going to start
21 on the left side, my left side, and we're going to start in the front. Any of
22 those who have public comments, go ahead. We'll go for the first row.
23 Anyone, public comment? I guess I should say raise your hand if you do
24 want to talk on the left side. We've got one in the back. First go on and go
25 ahead and come on up. I've got to swear you in, and then also we're going
26 to give you two minutes to talk.
27
28 Harris: My name is Michael Harris, for the record.
29
30 Thurston: Okay, Michael. Do you swear or affirm that the testimony you're about to
31 give is the truth and nothing but the truth under penalty of law?
32
33 Harris: Yes.
34
35 Thurston: Thank you.
36
37 Harris: Thanks, Commissioner and Chair. So up front, I don't live in this area, but
38 my work does take me through there quite often. I used to live in the area
39 also, kind of in that Sonoma Ranch development. And I had e-mailed a
40 comment saying that I was kind of generally in favor maybe of this change.
41 But also you know I have a lot of mixed feelings about it. Having the
42 commercial there right in the neighborhood is generally good. I think people
43 should be able to go there and not be forced to walk. I think in answer to a
44 lot of the questions, the answer is two miles. I checked that on the map, so
45 you can cross-check me, but to the nearest commercial area I think it's two
46 miles. So that's quite a ways to have to drive for any sort of service. That
47 said, putting denser development on the outskirts of town and forcing all of
48 those people to drive into town where there's actually commercial

development is not so great maybe from a traffic perspective. And it does sound like there might be legitimate technical reasons why you might want lower density in this area. Certainly having to move a lot of dirt is not real environmentally friendly. There's the flood control issues and all of that. And plus the low density development is also not real financially stable for the City. You know it costs a certain amount for the City to provide utilities to a certain amount of road. And if you've got 10 houses on that road, that pays for that stuff a lot better than if you had five houses or two houses. So, you know, long-term sustainability is also a question. But moreover, I think that we should listen to the folks who live there and see what they want.

Thurston: Go ahead. Come on up.

V. Helwick: Hello. My name is Vicki Helwick.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

V. Helwick: I do.

Thurston: Thank you.

V. Helwick: First of all, I'd like to say that our family is supportive of this zone change. According to Mr. Banegas' presentation, Sonora Springs and Pagosa Hills are currently considered minor arterial roads. This will undoubtedly change if this is further developed. We would recommend, our family would recommend, that Sonora Springs from Calle Abuelo East to Pagosa Hills be modified to include medians and speed bumps, such as you can find on Calle Jitas west of Sonoma Ranch. Therefore, we recommend that you, the Commission would vote for option three, that is to include these street modifications but to approve it. Thank you. Thank you for the Commission.

Thurston: Thank you. All right, we were on row, I think it was six. So we are now on row seven. In the blue shirt in the back left.

Vantine: My name is Steven Van Tine. I'm president of the Sonoma Ranch area.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Vantine: I do.

Thurston: Thank you.

Vantine: Just had a concern about the tax base. How will the fire and police be supported with these changes? Will there be an increase in taxes, i.e., like a (*inaudible*) tax, like they do in other suburban areas? Has that something that's been considered?

1
2 Thurston: I'm being told we just take comments right now and then we'll address all of
3 those afterwards.
4
5 Vantine: Okay. That's all I had. Thank you.
6
7 Thurston: Thanks. All right, next left.
8
9 Wasson: Good evening. My name is Mary Wasson. I am a resident of Sonoma
10 Ranch East. And in answer, oh sorry.
11
12 Thurston: Do you swear or affirm that the testimony you're about to give is the truth
13 and nothing but the truth under penalty of law?
14
15 Wasson: Yes.
16
17 Thurston: Thank you.
18
19 Wasson: In answer to your question as to how far this area in question is from
20 commercial, it is approximately, my sister lives very close to Sonoma Ranch
21 where you have a lot of commercial availability, but yes nothing has been
22 built up yet. So in fact if you did, you were to build up that as commercial
23 on Sonoma Ranch, this whole area you could walk it would be
24 approximately 15 minutes from anywhere in the neighborhood to Sonoma
25 Ranch, so give or take a, depending on how fast you walk. So hopefully
26 that answers that. I think we're all happy. I think you can see that from the
27 turnout today, that we care very deeply about our neighborhood. We have
28 invested heavily, in fact, for most of us our life savings. And I would venture
29 to say that the majority of people here are very much in favor of the passage
30 of these plans as presented. Thank you.
31
32 Thurston: Thank you. We're in the very back row. Here we go.
33
34 Provencio: Hello. My name is Joey Provencio. And I live, oh, go ahead.
35
36 Thurston: Do you swear or affirm that the testimony you're about to give is the truth
37 and nothing but the truth under penalty of law?
38
39 Provencio: Yes, I do.
40
41 Thurston: Thank you.
42
43 Provencio: So I'm coming from the standpoint of a father of three young kids. We just
44 bought a house right on Pagosa Hills, and I'm all for high-density areas. But
45 it seems like to me, the City is doing it backwards, like they should have
46 done that. They need to do that in an area where it makes sense, where
47 there's not already a bunch of residential homes. Like there's, me and my
48 wife and my kids always take walks through there. And I can just imagine,

commercial comes in, like that ruins our walkability because that's a big street that, Sedona Hills, that's like a four-way lane, and I can just imagine that becoming super high traffic. So I don't think you're going to get this walkability thing that you guys want. I think high-density needs to be more in like a downtown area where there's more shops. You know what I mean? I live just right, I can get in my car five minutes, I'm at Walmart, five minutes, I'm at Starbucks. I don't think we really need that. I honestly think the walkability would be worse in that area. And I'm all for this amendment.

Thurston: Thank you.

Provencio: Thank you.

Thurston: All right, we are now, did I get everybody on the left side? We have one more, okay.

Atwood: Hello, I'm Linda Atwood.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth, and nothing but the truth under penalty of law?

Atwood: I do.

Thurston: Thank you.

Atwood: My concern is that I live in Sonoma Ranch East, right in the neighborhoods that leave out onto Pagosa. We have one entry area into all of our homes in Sonoma Ranch East one, two, three, and four they go up Pagosa Hill, which it winds up a hill and back down a hill. It's a windy little road. And the only way into our homes is Pagosa. There are walls all the way around the side, walls all the way around the back on Calle Abuelo. There's no way out of our neighborhood except onto Pagosa Hills Avenue. If it got to be high density on the other side of Pagosa, it would create tremendous problems just getting home, just getting into our neighborhood, because we only have these little roads coming out onto Pagosa, and that's how we get home. That's how we get back. So we're very concerned that that would be high density across the road with a lot of traffic coming and going and keeping us from entering the road.

Thurston: Thank you. All right, we're going to move on to the right side in the front. Anybody comment, first row, second row, we're going to the fourth row. Go on ahead and come on up.

Lucas: Hello. My name is Aaron Lucas.

Thurston: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under the penalty of law?

1 Lucas: I do.
2
3 Thurston: Thank you.
4
5 Lucas: I've been here before when they went to amendment four and they added
6 the commercial H-33 and H-32, which I thought was kind of interesting. But
7 after five years, as was pointed out, nothing's happened on Sonoma Ranch.
8 If you want commercial area close, build something in Sonoma Ranch
9 Boulevard. That's it. If you want this community center, build it on Sonoma
10 Ranch Boulevard. It's within a mile. Instead of putting it off somewhere
11 where it's been shown we're not interested. We love this idea of a very wide
12 area with a gradient kept, low density, because we do have problems
13 getting in, and it seemed from maps that were shown on a trash barrel in
14 our area that the entrance and exit of both of those areas are going to be
15 off Sonoma Hills Boulevard. Is that correct? Or did they leave already?
16 Yes. Is that correct? Yes. He says it's correct. So we're all happy with it,
17 and thank you for being here on the first day after a holiday so late in the
18 evening. I appreciate it. And that's about it. The other questions were
19 about is it going to be a gated community? Do you know?
20
21 Thurston: Can you talk into the mic for us?
22
23 Lucas: Yes, that's it. I just, but he was here and you're here, and that never came
24 up because it's not soon enough for that. But thanks for your time.
25
26 Thurston: Thank you.
27
28 Lucas: Bye-bye.
29
30 Thurston: All right, man in the blue shirt.
31
32 Shelley: My name is Brent Shelley.
33
34 Thurston: Do you swear or affirm that the testimony you're about to give is the truth
35 and nothing but the truth under penalty of law?
36
37 Shelley: I do.
38
39 Thurston: Thanks.
40
41 Shelley: All right. I want to add to the commercial zoning that's a mess and hasn't
42 been used. I'm an owner at Sonoma Ranch two, and at the corner of Calle
43 Abuelo and Calle Jitas, where it curves right there, there is a lot that's been
44 for sale for the five years I've been there, and it's nothing but an overgrown
45 weed pit. Nobody wants it. Okay. Grow what you have or sell what you
46 have before you go and build something new. And then, in addition to what
47 the lady said about the modifications for speed bumps, okay, I'd like to
48 second her because need street modifications on Calle Abuelo and Calle

1 Jitas because they have become racetracks. My home is pretty much at
2 the corner on the loop of Galisteo and Calle Abuelo. You go out there right
3 now, and there are skid marks all over the place because people are out
4 there using that as a drag strip. Okay. We have, right down the street, half
5 a mile, within your one-mile range, is the police department, and we have
6 no coverage. Thank you.

7
8 Thurston: All right. We're going to go to row five. Anybody in row five? Anybody else
9 on the right that would like to speak? Here we go. Come on up.

10
11 Starbuck: Diane Starbuck, for the record.

12
13 Thurston: Do you swear or affirm that the testimony you're about to give is the truth
14 and nothing but the truth under penalty of law?

15
16 Starbuck: I do.

17
18 Thurston: Thanks.

19
20 Starbuck: I live on Petaluma Avenue, which is west of where Mr. Moscato is
21 considering putting in the higher density. I would like to thank Mr. Moscato
22 for rearranging the park situation. There are two small neighborhood parks,
23 but they are both in the south neighborhoods, and the northern
24 neighborhoods, we can't really walk to those unless you want to spend
25 some time. So to have a park on the north side would be really great for
26 everyone who lives north of Calle Jitas Boulevard. I would like to second
27 what the last gentleman said. There is commercial development. I did not
28 see it on the map that was displayed. There is a little corner there on the
29 corner of Calle Jitas, and whatever he said, that was correct. And it's been
30 empty. I've been there seven years. It's been empty. And like he said, it's
31 weed infested. If someone wants to do commercial businesses there, that
32 has always been there for them.

33
34 I'm also concerned about if when this is developed, is Calle Jitas Boulevard
35 going to be extended for the construction vehicles? Otherwise, they are
36 going to have to be driving through neighborhoods on Petaluma or Azure
37 Hills Road. That's the only other way to get back into that area. Thank you.

38
39 Thurston: Thanks. Is there anybody else on the right-hand side? I guess we have
40 one hand left. Here we go. Come on up on the left hand.

41
42 J. Helwick: My name is John Helwick. I live in Sonoma East.

43
44 Thurston: Do you swear or affirm that the testimony you're about to give is the truth
45 and nothing but the truth under penalty of law?

46
47 J. Helwick: I do.

1 Thurston: Thanks.

2

3 J. Helwick: I was looking at amendment four and amendment five. Has anybody taken
4 into consideration the water usage on all of those residents and how it would
5 affect the water usage in all of Sonoma Ranch? Amendment four has got
6 approximately 2,000 residents that are planning to move in there. Thank
7 you.

8

9 Thurston: Thanks. All right, anybody left on the right? I believe that is everyone. So
10 we're going to go ahead and close public comment. Oh, got one more.
11 Found the courage. Here we go.

12

13 Garcia: My name is Janice Garcia, and I live on Pagosa Hills Avenue.

14

15 Thurston: Do you swear or affirm that the testimony you're about to give is the truth
16 and nothing but the truth under penalty of law?

17

18 Garcia: Yes. I'm just going to give my two cents here. I'm living on Pagosa Hills,
19 and when we first moved into our house almost 18 years ago, I considered
20 it a dream house for us. I was looking for something with views, and we
21 found one, beautiful views of the Organ Mountains right outside our front
22 door. When we are having dinner with our beautiful windows, every time
23 people come over to our house, what amazing views. And the realtor told
24 us, don't worry, they're not building anything out here. This land, you don't
25 have to worry about it. And so that was one of the selling points of why we
26 purchased that home. And it took a lot of homes looking at many homes
27 because that's what we wanted. Also, the street in front of us, Pagosa Hills,
28 we didn't have that much traffic. And now, of course, as Linda stated, all
29 the houses there behind us in the area, they have to use that road to get to
30 their house, which is fine. But other, especially now with the recreation
31 center there, there are people driving not 25 miles per hour. We also have
32 a lot of the vehicles that ride in the desert out there that are going out there,
33 kids on their dirt bikes, and they're just going crazy on the road, you know.
34 It's ridiculous. I worry that there's going to be an accident soon out there,
35 and that is without this proposal coming to light. So I'm just worried about
36 our street. I'm worried about our neighborhood. And I don't want it to get
37 worse than what it is already. So I'm also worried about the drag racing
38 that's going on. Those guys are good at it. They race two, three races.
39 Cops are going to come, and they take off. I just want the assurance from
40 those who are going to be building. Thank you.

41

42 Thurston: Thank you. All right, we're going to close public comment now and go back
43 to the Commissioners. Does any of the Commissioners have anything
44 else? Kaiser.

45

46 Kaiser: Yes, I appreciate everyone coming out this evening to speak on this item. I
47 just wanted to clarify a couple things with staff. So can you just clarify once
48 more what it means to not have a minimum density?

1
2 Banegas: Mr. Chairman, Commissioner Kaiser. In relation to the master plan, master
3 planning, at least from the perspective of what the City of Las Cruces has
4 done for a great many years is they typically will provide your low and high
5 range for the variety of land use designations they propose in any given
6 planning parcel. What I saw with this master plan is that through the various
7 amendments, you started out with high, low, and then they got away from
8 the low, but you still have to point to the regulations in effect, the zoning
9 regulations in effect. So even though the master plan might not have a
10 minimum, the zoning which ultimately gets approved for whatever
11 amendment takes place, it is stipulated in a page of the development
12 standards that illustrates all the zoning designations, what the maximum
13 density allowance is. There is no minimum density. So even though the
14 master plan may or may not have a minimum, as long as the zoning
15 coincides with the land use designation, they can certainly develop to a
16 lower density standard, but not a higher standard. There's a cap, a
17 maximum, but no minimum.

18
19 Kaiser: Okay, so basically there's no requirement for them to build high density
20 anything.

21
22 Banegas: That's correct. They could go below that.

23
24 Kaiser: Yes. Okay. And in fact, there's no requirement for them to build any
25 multifamily.

26
27 Banegas: That's correct.

28
29 Kaiser: Per the current zoning, there's no requirement for high density multifamily
30 development.

31
32 Banegas: That's correct.

33
34 Kaiser: So as it stands today, there is no requirement that multifamily high density
35 development would take place here. That it is at the discretion of the
36 developer, giving them flexibility. So the fact that by not approving this
37 amendment, suddenly a high rise tower is going to go out in the middle of
38 the desert, that's not true. So I just wanted to clarify that.

39
40 I also want to clarify because there was a comment about one of the existing
41 roads, I believe it was Pagosa Hills. The, any, if the developer chose to do
42 any higher density residential development, again there's no requirement
43 for that to take place, but if they wanted to, that would take place not on
44 Pagosa Hills, but off of Mesa Grande Boulevard. So there wouldn't be
45 apartment traffic coming and going off of Pagosa Hills, according to the
46 current amendment number four.

47

1 Another thing I noticed in the staff report, actually just a moment ago. So
2 the table that you had provided when I asked about the number of housing
3 units, I also just now noticed, and I apologize that the table in the staff report
4 was formatted and it was hard for me to understand. But there's also this
5 proposed build-out number 117 that happens to be the same for the low
6 and the high. So is 117 units what the applicant is actually proposing to
7 develop?
8

9 Banegas: Paul or John, would you like share with us what the actual development is?
10 I'm going to defer to the applicant or applicant representative for that
11

12 Pompeo: Currently we are looking at layouts that consist of approximately one acre
13 lots with a total build out of 58. But I'm not standing here before you
14 guaranteeing that that's what the final number will be but somewhere what
15 we're looking at right now.
16

17 Kaiser: All right. Thank you. And that 58 would be regardless of this amendment,
18 correct. You could do 58 under amendment four.
19

20 Pompeo: Well as we, Mr. Chairman and Commission. As we go forward with this
21 land-use application and variances to roadways and preserving topography
22 and all these things, one of the goals in developments we have to have
23 some certainty that that's what we can get to. And if we're stuck on high
24 density or we're stuck on commercial, all those things, there's no guarantee
25 that a preliminary plat is going to be approved by this Commission, which
26 may not be you all, maybe others. So we believe that the zoning and the
27 land use should be complementary to what we're actually proposing to do
28 on the property.
29

30 Kaiser: But couldn't you accomplish the same? I mean what I see the current
31 zoning. I mean, it's basically R-1b. I mean, there's a couple little tiny parcels
32 for C-3 but everything else is R-1b. Am I, am I misreading?
33

34 Pompeo: No, but we just, Mr. Chairman Commission. We just believe that the
35 application with the zone change to remove some of the commercial
36 properties, to set aside vast amounts of open space, natural open space
37 recreation, arroyo lands and things like that, is more complementary to the
38 end product that we're trying to do.
39

40 Kaiser: Okay. Thank you. My final point was is I think there are some good things
41 to this application. I think the parcel, the park being relocated, the additional
42 open space, the protection of the arroyos, those are all good things. I'm
43 just, I'm skeptical that the way we're going about it is the right way. So that's
44 just where I stand. It seems like there's already plenty of flexibility, or if the
45 goal really was to do these very specific things of reducing land disturbance,
46 increasing open space, addressing some of the other things that we just
47 spent four years talking about and seeking to address with the new
48 development code, it really feels like we're, we're, we're just missing it

1 somewhere. And that's just, that's just me. That's where I'm coming from.
2 But I think there's other ways to accomplish the things that we're talking
3 about tonight.
4

5 Pompeo: Mr. Chairman. If I might just respond to a couple of the questions. I think
6 that if you look at the aerial image, can you get me back to the aerial. Thank
7 you. I mean as you're aware I sat with you on those committees and we
8 talked a lot about this and a lot of those concept, majority of those concepts
9 are very good. But I want you to take a good look at the aerial that's before
10 you. This land was developed by Sonoma Ranch Limited back when 20,
11 25 years ago that was the development pattern. Mr. Moscato has
12 purchased this land and him and his other business partners have
13 purchased this. This is a whole new way of looking at going from
14 amendment four which was under one group of developers going to
15 amendment five which is on a new development. Also things have changed
16 in terms of the demand for a product. The people that you heard that live
17 in the adjacent neighborhood, although the concepts of having these
18 clusters of commercial for these neighborhood uses I don't believe can be
19 supported by this land and the people to the west have already bought into
20 a development pattern which they're, they, you know you've heard from
21 them, they should be respected. And I, and as we go forward into other
22 undeveloped areas, I mean look at the state land to the west. I mean after
23 Mesa Grande comes, and it will come someday, Then there's going to be
24 the state land leases, there's going to be development, and you're going to
25 see development on the adjacent lands one square mile at a time. And If
26 we look back to Vistas at Presidio, which all of this area was mapped out
27 and zoned and such, there's all kinds of commercial activities. But we
28 believe that that would be based on a new development pattern. I just
29 simply submit to you that this is the final area of Sonoma Ranch East. The
30 development patterns have been set by previous development and now
31 we're just trying to go a couple of steps down so as once again respect the
32 stormwater topography. So that's why we believe our application is sound.
33 And we stand before you and hoping that you'll approve it.
34

35 Kaiser: I appreciate that perspective. I guess the follow-up point I would have for
36 staff is even under the current, or I guess the previous code, the 2001 Code,
37 they would still be required to address things like not building in the arroyo
38 floodplain. Correct. There would still be development standards that would
39 protect these sensitive resources in their development, absent this official
40 open space reserve parcel, correct.
41

42 Banegas: That's correct.
43

44 Kaiser: So I guess the point I'm trying to make is I think we're undercutting
45 ourselves, and I respect Mr. Pompeo and I think we both know that we can
46 respectively disagree with each other and we have at times on the technical
47 advisory committee for Elevate, or Realize Las Cruces. So I think from my
48 perspective it just seems like there's just a different way to go about getting

1 the same things. And I also want to point out that this zoning that's currently
2 there has been there for, how, when was that approved, in 2008 I believe is
3 what you said. So it's been there for a while. These aren't, this isn't a
4 surprise.
5
6 Banegas: 2020.
7
8 Kaiser: 2020 was amendment four where they increased the options. Okay. So it's
9 been there, you know it's still been there since 2020. So I guess from my
10 perspective it, I just think there's other ways to accomplish the same goals
11 without rewriting it for the sake of rewriting it. My point of view.
12
13 Banegas: Mr. Chairman. Point of clarification. If you're, Commissioner Kaiser, if you
14 were referring to the original approval. Yes, that would've been 2000 what
15 did I say five?
16
17 Kaiser: Which would have included the, what we current, what we're currently
18 looking at this evening.
19 Banegas: Well the ...
20
21 Kaiser: Or some version of it.
22
23 Banegas: Yes, some version of it. Correct. An early version of it. The original version.
24
25 Thurston: Anybody else got any questions? Okay. I have just one last question on
26 there. Can you go to the web or to the viewer? It shows the open space,
27 the new open space on version five.
28
29 Banegas: Yes.
30
31 Thurston: It's, so that's the, that one right there. Eight, O, one. Is there going to be
32 any access to that for like trails or anything like that? Because If you're
33 preserving it, is it just, are we backing up to that or are we going to have
34 any trails so people can walk in the arroyos?
35
36 Banegas: Mr. Chairman, members of the Commission. As it's currently proposed the
37 land use is designated as flood control and open space natural
38 conservation. I don't, otherwise it'd have a recreational designation
39 associated with the open space. And since it does not I would assume it
40 wouldn't be prohibited but it's not going to be ...
41
42 Thurston: You answered my question when you said it was the flood, if there's flood
43 in there. Because if you put trails in there then it's just going to get washed
44 away. So, thank you. That's all I had.
45
46 Ja. Acosta: Mr. Chair. I'd like to make a motion, please. I make a motion to approve
47 the proposed master plan amendment as known as Sonoma Ranch East II
48 amendment number five, case number 24CS0500131.

1
2 Thurston: I'm being told for, we don't need another motion because the motion is
3 already on the table. We just need to call for it, call for a vote. Is that
4 correct? So then teach me on the process of that. We just say, so we're
5 just call for a vote and but we're just saying the call for a vote of yes. How
6 do you clarify that be whether it's a yes, a no, a table?
7
8 Faivre: So I'll do the roll call right now. The first one being on their master plan
9 amendment. The second one being on the zoning change. So it's on the
10 case regarding the master plan amendment. Commissioner Acosta.
11
12 Jo. Acosta: Yes.
13
14 Faivre: Commissioner Acosta.
15
16 Ja. Acosta: Yes.
17
18 Banegas: Point of clarification if you could base it on findings.
19
20 Thurston: I thought we don't have to this year.
21
22 Banegas: No. Is there? Okay.
23
24 Faivre: Commissioner Acosta.
25
26 Jo. Acosta: Yes.
27
28 Faivre: Janet, Commissioner Janet Acosta.
29
30 Ja. Acosta: Yes.
31
32 Faivre: Commissioner Kaiser.
33
34 Kaiser: No. I just don't think that there was enough analysis here tonight to
35 determine that this is consistent with Elevate Las Cruces.
36
37 Faivre: Chair.
38
39 Thurston: Yes.
40
41 Faivre: Okay. Motion passes. This one is on the amendment for the proposal for
42 the zoning change. Commissioner Acosta.
43
44 Jo. Acosta: Yes.
45
46 Faivre: Commissioner Janet Acosta.
47
48 Ja. Acosta: Yes.

1
2 Faivre: Commissioner Kaiser.

3
4 Kaiser: No, based on my previous statement of what I believe.

5
6 Faivre: Chair.

7
8 Thurston: Yes.

9
10 Faivre: Motion passes. Thank you.

11
12 **8. DISCUSSION**

13
14 **8.1** Discuss the El Paseo and S. Solano Metropolitan Redevelopment Area Plan.

15
16 Thurston: All right, we will now move on to the discussion item, 8.1 which is the
17 discussion to discuss the El Paseo and South Solano Metropolitan
18 Redevelopment Area Plan.

19
20 Flores: Good evening, Chairman and Commissioners. For the record I'm Blairre
21 Flores with the City of Las Cruces Economic Development Department. We
22 are here this evening to present the El Paseo and South Solano
23 Metropolitan Redevelopment Area Plan which has been prepared by Sites
24 Southwest over the past year. The plan was shared with you in advance of
25 tonight's meeting and we hope you've had the opportunity to review it.

26
27 To provide some context a metropolitan redevelopment area or an MRA is
28 a designated area within a city that has been identified as physically or
29 economically blighted and in need of revitalization. At this time, I'd like to
30 introduce Dani Wilson from Site Southwest who will provide a more detailed
31 overview of the plan and its contents.

32 Wilson: Thank You Blairre. Move this down. Can you all hear me all right? Okay.
33 Good evening. Mr. Chairman, Commissioners. And thanks for making time
34 for hearing this today. As Blairre mentioned the draft plan was shared with
35 you a few weeks ago. So tonight I'm not going to go through the thing in its
36 entirety, you know it's about a 160 pages long without the appendices. So
37 I'll provide you with some of those highlights and really focus on what our
38 recommendations are for implementation and next steps for City staff to
39 make sure that this plan continues to live on beyond the plan stage and has
40 projects that are actionable for the City moving forward. I think I can control
41 this. Yes, I can. Okay, so quick context and background here for those
42 who are new to the process. My name is Dani Wilson, as I mentioned, but
43 I'm a planner with Site Southwest. I was the project manager on this project
44 We also worked with three sub-consultants to provide more context for
45 specific aspects of the project. So Civic Plan Studio was our urban design
46 partner on the plan there. They're no strangers to Las Cruces. They also
47 helped us out with the East Lohman Redevelopment Master Plan. And

Sara Gonzales

From: Daniel Peters <dano1030@yahoo.com>
Sent: Tuesday, May 27, 2025 2:00 PM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez; Beth Peters
Subject: P&Z Cases 24CS0500131 & 24ZO0500130 / 5-27-25

You don't often get email from dano1030@yahoo.com. [Learn why this is important](#)

I am a resident of Sonoma Ranch East II HOA. My wife and I are not in favor of developing the areas proposed by the city. However, if the land is to be developed, we prefer low density housing without the addition of apartment complexes.

Thank you

Daniel & Beth Peters
2519 Monticello Drive.

[Sent from Yahoo Mail for iPhone](#)

Sara Gonzales

From: Patricia Karr <patricia.karr@hotmail.com>
Sent: Tuesday, May 27, 2025 3:38 PM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; eentiquez@lascruces.gov
Subject: P&Z Cases 24CS0500131& 24ZO0500130/ 5/27/25

[Some people who received this message don't often get email from patricia.karr@hotmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hello,

We are residents of the Sonoma Ranch East II HOA, and are strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer.

Thank you.

Patricia L Karr
William B Barron

Sent from my iPhone

Sara Gonzales

From: Giuseppe Portillo <giusepportillo@gmail.com>
Sent: Tuesday, May 27, 2025 1:10 PM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 24CS0500131 & 24ZO0500130 / 5-27-25

[Some people who received this message don't often get email from giusepportillo@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

> Hello
> I am a resident of the Sonoma Ranch East II HOA, and am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer. The denser population would add to the more congested traffic patterns.
> I am unable to attend this evenings city council meeting due to a previous engagement.
> Please support the developer's proposal.
> Thank you
Peppe Portillo
Sent from my iPhone

Sara Gonzales

From: Jan McClure <jangoodmcclure@gmail.com>
Sent: Tuesday, May 27, 2025 1:03 PM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 24CS0500131 & 24ZO0500130 / 5/27-25

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Hello

I am a resident of the Sonoma Ranch East II HOA, and am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer. The denser population would add to the more congested traffic patterns.

I am unable to attend this evenings city council meeting due to a previous engagement.

Please support the developer's proposal.

Thank you

Jan McClure

Sent from my iPad

Sara Gonzales

From: Michael Harris <michael@harrisfamily.cc>
Sent: Tuesday, May 27, 2025 11:53 AM
To: Development Services
Subject: Comment on CASE 24CS0500131 and 24ZO0500130

Some people who received this message don't often get email from michael@harrisfamily.cc. [Learn why this is important](#)

Greetings,

Sorry for the late response, but I wanted to offer some input on P&Z CASE 24CS0500131 and 24ZO0500130 that will be discussed tonight.

I do not live in the neighborhood, but my work takes me through the area regularly and I have watched it grow.

My reading of the requested change is that the developer wants to replace a planned commercial area with low-density residential. As the applicant themselves stated, this will leave existing and new residents alike with no choice but to drive over 2 miles up to Northrise/Sonoma Ranch/Rinconada for any commercial needs. By definition, that decreases convenience and increases traffic congestion. The additional housing units will put hundreds more cars on the street in front of the existing residents, exacerbating congestion and increasing noise and pollution for people who bought into the area assuming that there would be a nice little commercial district nearby. It seems unlikely to me that the neighborhood center would attract outside traffic. The area is relatively out of the way and definitely seems best suited for local-scale businesses.

Overall, this requested change does not seem like a good deal either for people who already live in the neighborhood or for those who might move into the proposed new units. It might be a good deal for the developer.

Again, I'm not from the immediate neighborhood, so I would defer to the desires of nearby residents. But I have lived her for a long time and been around a lot of other towns where I pay attention to traffic and growth patterns, so I wanted to offer some perspective.

Thanks for your consideration,

PS - I plan to attend the meeting this evening and can read this in person during public comment, if there is any.

Thanks!

-Michael Harris
Las Cruces Resident, Business owner

Sara Gonzales

From: RICARDO PLASENCIA <rplas1@ameritech.net>
Sent: Tuesday, May 27, 2025 9:09 AM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 34CS0500131 & 24Z00500130 / 5-27-25

You don't often get email from rplas1@ameritech.net. [Learn why this is important](#)

Good Morning, We are residents of the Sonoma Ranch East II HOA, and we are strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer.

Thank you,
Ricardo & Lorita Plasencia

Agenda Item #9.1.



Outlook

Re: P&Z Cases 24CS0500131 & 24ZO050130/5-27-25

From Dennis Hansen <apricot1999@gmail.com>**Date** Sun 5/25/2025 11:22 AM**To** Sara Gonzales <sgonzales@las-cruces.org>; Chris Faivre <cfaivre@las-cruces.org>; Eric Enriquez <eenriquez@lascruces.gov>

Some people who received this message don't often get email from apricot1999@gmail.com. [Learn why this is important](#)

On Sat, May 24, 2025 at 3:50 PM Dennis Hansen <apricot1999@gmail.com> wrote:

I am a resident of the Sonoma Ranch East HOA. I will be unable to attend the meeting to discuss the plans for development of Sonoma Ranch East mentioned above. However, we are strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer. Thank you.

Sincerely
Dennis and Liz Hansen
4404 Miramar Arc
Las Cruces, NM



Outlook

Case numbers 24cs0500131 and 24zo0500130

From realscm <realscm@aol.com>
Date Sat 5/24/2025 4:37 PM
To Sara Gonzales <sgonzales@lascruces.gov>; Chris Faivre <cfaivre@lascruces.gov>
Cc Eric Enriquez <eenriquez@lascruces.gov>

You don't often get email from realscm@aol.com. [Learn why this is important](#)

I live at 4465 Miramar Arc and would like to see these plans approved.

Steven George

Sent via the Samsung Galaxy S10e, an AT&T 5G Evolution capable smartphone



P&Z Cases 24CS0500131 & 24ZO0500130/5-27-25

From elaine@mediadesign-mds.com <elaine@mediadesign-mds.com>

Date Sat 5/24/2025 2:39 PM

To Sara Gonzales <sgonzales@lascruces.gov>; Chris Faivre <cfaivre@lascruces.gov>

Cc Yvonne Flores <yflores@lascruces.gov>; Eric Enriquez <eenriquez@lascruces.gov>

You don't often get email from elaine@mediadesign-mds.com. [Learn why this is important](#)

Hello, I am a resident of the Sonoma Ranch East II HOA, and am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer. Thank you!

Elaine Webster
4473 Miramar Arc
Las Cruces, New Mexico 88011
707-953-7393
elaine@mediadesign-mds.com



P & Z Cases 24CS0500131 & 24ZO0500130 / 5-27-25

From D&L <dandlpropst@protonmail.com>

Date Sat 5/24/2025 2:02 PM

To Sara Gonzales <sgonzales@las-cruces.org>; cfairve@las-cruces.org <cfairve@las-cruces.org>

Cc Yvonne Flores <yflores@lascruces.gov>; Eric Enriquez <eenriquez@lascruces.gov>

You don't often get email from dandlpropst@protonmail.com. [Learn why this is important](#)

Hello, I am a resident of the Sonoma Ranch East II HOA residing at 4497 Ojo Caliente Circle. Being unable to attend the P & Z meeting on Tuesday, May 27, I wanted to express our feelings on the proposed plans. My wife Linda and I are **STRONGLY IN FAVOR** of SIERRA NORTE'S DEVELOPMENT PLANS. We are in favor of only single-family low-density development in our neighborhood and doing so will only enhance the area. We also agree that smaller lots or multi-family development would not be compatible with neighboring property. We are also in agreement that other areas should be considered regarding commercial development.

Please **APPROVE** these two cases as presented by SIERRA NORTE DEVELOPMENT at your meeting on Tuesday, May 27 @ 6:00 pm. Also please feel free to reference this communication at said meeting should you wish to. Thank you.

Dale & Linda Propst
4497 Ojo Caliente Circle
Las Cruces, NM 88011

Sent with [Proton Mail](#) secure email.



Case #'s 24CS0500131, 24Z00500130

From Tim Williamson <timothyleewilliamson@yahoo.com>

Date Sat 5/24/2025 1:16 PM

To Chris Faivre <cfaivre@lascruces.gov>

Cc Sara Gonzales <sgonzales@lascruces.gov>

You don't often get email from timothyleewilliamson@yahoo.com. [Learn why this is important](#)

Respectfully submitted,

I am a homeowner in the Sonoma Ranch East subdivision in Las Cruces. I own property on Galisteo Loop which has over 170' of property frontage on the rear at the intersection of Calle Abuelo and Sedona Hills Parkway. This is the intersection that the City of Las Cruces allows drag racing and sideshows at all hours daily as evidenced by the burn-out tire marks in the intersection.

I am deeply concerned about the City proposal for development of the adjacent lands as high density. This is not in keeping with the standards of community that we bought into. Our realtor assured us that the City's plans were to develop the adjacent area into 1 acre high end homes. She was not giving us a sales pitch, she had confidence in the city plans. She lives 4 doors down the street from us and does not want this high density plan to be realized either. Not a single one of you would want that development in your neighborhood either.

I vehemently oppose the city proposed re-zoning and high density plans of the land north and south of water towers.

I do support the Sierra Norte proposed development plans of low density high end homes and I am asking this board to support this plan.

Please help to keep our neighborhood charming and liveable. Every decision you make is a choice whether our community will become California or remain Las Cruces. Our plans to live and retire here were based largely on the atmosphere of this neighborhood and we are disappointed in these plans by the city.

At this time the City of Las Cruces is either unable or unwilling to enforce traffic and noise violations which occur daily in this neighborhood. Our property is currently loosing value due to the street racing noise and will be further reduced by increased traffic racing to and from low-rent neighborhoods. Why add to the burden that local enforcement is incapable of abating?

Tim Williamson
Deborah Blackwell
Homeowners
Galisteo Loop

[Yahoo Mail: Search, Organize, Conquer](#)

Agenda Item #9.1.



Outlook

P&Z Cases 24CS0500131 & 24ZO0500130 / 5-27-25

From Patrick Gose <patgose@yahoo.com>
Date Sat 5/24/2025 12:37 PM
To Sara Gonzales <sgonzales@las-cruces.org>; Chris Faivre <cfaivre@las-cruces.org>
Cc Yvonne Flores <yflores@lascruces.gov>; Eric Enriquez <eenriquez@lascruces.gov>

You don't often get email from patgose@yahoo.com. [Learn why this is important](#)

Hello,
I am a resident of the Sonoma Ranch East II HOA. I am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer.

Thank you,

Patrick L. Gose
4540 Miramar Arc
Las Cruces, N.M. 88011



CASE 24CS0500131 AND 24ZO0500130)

From jerioliver@comcast.net <jerioliver@comcast.net>

Date Sat 5/24/2025 11:16 AM

To Sara Gonzales <sgonzales@lascruces.gov>; Chris Faivre <cfaivre@lascruces.gov>

Cc Vincent Banegas <vbanegas@lascruces.gov>

You don't often get email from jerioliver@comcast.net. [Learn why this is important](#)

I am a homeowner in the Sonoma Ranch East II HOA. In reference to the above zone changes, I would support the land utilization into low-density residential development. I would be **unsupportive** of any commercial space development and high-density development such as apartments. It has been argued there are large areas available for commercial development which will not conflict with existing properties here in Sonoma Ranch East II.

All that being said, my preference would be not developing this land at all, however, I am aware that isn't reasonable. I know, I know ... but I just had to say it. Please allow my small bit of levity in what is turning out to be a rather contentious neighborhood issue.

Regards,

Jeri Oliver



P&Z Cases 24CS0500131 & 24200500130 / 5-27-25

From Kyle Schueller <kyleasc440@gmail.com>

Date Sun 5/25/2025 1:32 PM

To Sara Gonzales <sgonzales@las-cruces.org>; Chris Faivre <cfaivre@las-cruces.org>

Cc Yvonne Flores <yflores@lascruces.gov>; Eric Enriquez <eenriquez@lascruces.gov>

Some people who received this message don't often get email from kyleasc440@gmail.com. [Learn why this is important](#)

Hello, I am a resident of the Sonoma Ranch East II HOA (4544 Maricopa Cir.), and am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer. Thank you!

PLANS FOR NORTH OF THE WATER TOWER - Mesa Grande



Pagosa Hills

PLANS FOR SOUTH OF THE WATER TOWER - Mesa Grande



Pagosa Hills

Sara Gonzales

From: Michelle Gose <migose741@gmail.com>
Sent: Tuesday, May 27, 2025 7:21 AM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 24CS0500131 & 24ZO0500130/5-27-25

Some people who received this message don't often get email from migose741@gmail.com. [Learn why this is important](#)

Hi. I am a resident of the Sonoma Ranch East II HOA and am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer.

Thank you
Michelle Gose
4540 Miramar Arc
Las Cruces, NM 88011

Sara Gonzales

From: Michael Wilson <cmwilson2@mac.com>
Sent: Monday, May 26, 2025 10:31 PM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 24CS0500131 & 24ZO0500130 / 5-27-25

[You don't often get email from cmwilson2@mac.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hello,

I have been a resident of the Sonoma Ranch East II HOA for the last 11 years. I am in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer.

Thank You!

Mike Wilson
4431 Ojo Caliente

Sara Gonzales

From: W Wasson <wdwasson14@gmail.com>
Sent: Monday, May 26, 2025 4:10 PM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 24CS0500131 & 24ZOO500130 / 5-27-25

[Some people who received this message don't often get email from wdwasson14@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

I am a resident of the Sonoma Ranch East II HOA and am strongly in favor of Sierra Norte's proposed plan to develop the remainder of our HOA. Please approve these plans as presented by the developer. Thank you.

Sent from my iPhone

Sara Gonzales

From: Mary Wasson <marywasson1@gmail.com>
Sent: Monday, May 26, 2025 3:29 PM
To: Chris Faivre; Sara Gonzales
Cc: Eric Enriquez; Yvonne Flores
Subject: P&Z Cases 24CS0500131 & 24ZO0500130 📧

Some people who received this message don't often get email from marywasson1@gmail.com. [Learn why this is important](#)

Hello,

I live in **Sonoma Ranch East II**, and have inquired in detail as to Sierra Norte's **plans to build out the remaining sections of our HOA**. I believe the developer's proposals for this area are well thought out and will serve the community well. I sincerely hope you will **approve** Planning & Zoning cases: 24CS0500131 & 24ZO0500130 **as presented by the developer**. Thank you!

Sara Gonzales

From: Rito Nelson Daan <rnjdaanmd@gmail.com>
Sent: Monday, May 26, 2025 7:31 AM
To: Sara Gonzales; Chris Faivre
Cc: Yvonne Flores; Eric Enriquez
Subject: P&Z Cases 24CS0500131 & 24ZO0500130

Some people who received this message don't often get email from rnjdaanmd@gmail.com. [Learn why this is important](#)

Good morning. I am a resident of the Sonoma Ranch East II HOA. I am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. Please approve these cases as presented by the developer. Thank you.

Sara Gonzales

From: Tom Reavey Jr <treavey@yahoo.com>
Sent: Sunday, May 25, 2025 7:00 PM
To: Sara Gonzales; Chris Faivre; Yvonne Flores; Eric Enriquez
Subject: I am very supportive of the current proposed rezone of all the land east of Pagosa Hills in case numbers 24CS0500131 and 24ZO0500130 and indeed I think it makes the most and best business and development sense

You don't often get email from treavey@yahoo.com. [Learn why this is important](#)

Ladies and Gentlemen,

I am very supportive of the current proposed rezone of all the land east of Pagosa Hills in case numbers 24CS0500131 and 24ZO0500130 and indeed I think it makes the most and best business and development sense. It integrates well into our existing SREII HOA and is a good proposal that works well for everyone involved including future prospective homeowners on the site. I therefore encourage the Las Cruces Planning and Zoning Commission and City Council's approval of the proposals.

Thank you, with my regards, Mr. Tom Reavey Jr, MBA, a close neighbor to the project and member of the SREII HOA, 916 397 1867

Sara Gonzales

From: Lydia Jacquez <ljacquez@nmsu.edu>
Sent: Sunday, May 25, 2025 5:46 PM
To: Sara Gonzales; Chris Faivre
Cc: Eric Enriquez; Yvonne Flores
Subject: P&Z Cases 24CS0500131 & 24ZO0130 / 5-27-25

Some people who received this message don't often get email from ljacquez@nmsu.edu. [Learn why this is important](#)

I am a resident of the Sonoma Ranch East II HOA and am strongly in favor of Sierra Norte's proposed plans to develop the remainder of our HOA. We moved here to this area to live in a quiet, orderly community. We want it to remain this way and not become a denser development. Please approve these cases as presented by the developer. Thank you for considering our requests as we are the ones living in this area and being impacted by these changes.

Lydia Jacquez

Sara Gonzales

From: REZA MANSOURI-RA <rads3@comcast.net>
Sent: Sunday, May 25, 2025 5:39 PM
To: Sara Gonzales
Subject: zoning: case #s 24CS0500131 & 24ZO0500130

You don't often get email from rads3@comcast.net. [Learn why this is important](#)

Dear Sara Gonzales,

We are residents of Sonoma Ranch East II HOA on Maricopa Circle which is next to the proposed land to be developed along Pagosa Hills. We, along with most of (if not all) of our neighbors, are strongly in favor of Sierra Norte's proposed plans for development which does not change the zoning to high density or commercial.

We purchased our retirement home here with the knowledge that it was zoned for single family dwellings and no commercial land right next to us. We are retirees, 30 years each serving our community as a teacher of LCPS and an engineer of EP Electric. We chose to retire here and do not wish to deal with the extreme noise and traffic that those changes would bring to our neighborhood. There are plenty of commercial zoned lands that would be better placed for businesses.

As far as providing lower cost high-density housing, it makes much more sense to build these in areas where they would be helping to revitalize the downtown. These areas already have infrastructure (water, sewer, roads, etc.). These would be more accessible to buses for transportation, shopping and other businesses as well as help shift school populations to schools closer to the downtown rather than over burden the already crowded ones. Rebuilding these areas also would help to make our downtown more pleasant with newer construction. Currently we have so many vacant commercial properties that are an eyesore and encourage vagrancy and other unsavory activities to those areas.

Las Cruces has always wanted to revitalized downtown but hasn't succeeded. We keep following the same path as other cities by encouraging growth outward and leaving our downtown dilapidated and rundown.

Thank you for reading and considering our concerns.

Sincerely,

Gay and M. Reza Mansouri-Rad

Sara Gonzales

From: Sara Gonzales
Sent: Sunday, June 8, 2025 4:03 PM
To: Kate Wagle
Cc: Vincent Banegas
Subject: Re: Zone Change

Good afternoon Mrs. Wagle,

I appreciate the comments provided below regarding the proposed zone changes that will be going before City Council for final action in a few months. I have included Vince Banegas, project planner, in this message to ensure your email is added to the City Council packet as part of the public comment for review and consideration. Staff will also provide an update regarding the date and time for the City Council hearing once scheduled.

Thank you and enjoy the rest of the weekend.

Sara Gonzales, CZO

Senior Urban Planner / Community Planning / Community Development Department

Direct: (575) 528-3471 / TTY 711

Main: (575) 528-3043 / TTY 711

sgonzales@lascruces.gov



CITY OF LAS CRUCES

From: Kate Wagle <kwagle@uoregon.edu>
Sent: Friday, June 6, 2025 9:54 AM
To: Sara Gonzales <sgonzales@lascruces.gov>
Subject: Re: Zone Change

Regarding: CASE 24CS0500131 and 24Z00500130

Hello Sara Gonzales,

Thank you so much for connecting with me via email. I appreciate the direct and accessible means to communicate with City Council.

That said, I am a resident of Sonoma Ranch, and deeply concerned about the present and future of this neighborhood. In fact, I reside on Pagosa Hills Avenue, so the development under discussion will impact me and my neighbors most directly through all phases of construction of the property south of the water tank. My husband and I attended the Tuesday, May 27 Planning and Zoning meeting where the new Sonoma Ranch development issues were discussed, and were pleased by the positive vote on the Major Amendment, as the proposal sounds reasonable and appropriate to this site.

However, it became apparent in that meeting that there is a surprising lack of on-the-ground knowledge of this residential area within the Planning group. And there were a number of issues that we have heard from other residents, that were not fully addressed in this meeting. We trust they will be elements of future City Council considerations.

Agenda Item #9.1.

First, we have information regarding how the neighborhood roads and spaces function now, as well as recommendations for the City Council and Developer regarding traffic circulation, access, multi-family housing and commercial space in Sonoma Ranch. Further, it is our hope that City Council members will become physically familiar with the area before making decisions that will impact this neighborhood for a long time to come.

Regarding:

Traffic Patterns –

Sonora Springs Blvd, Sedona Hills Pkwy and Pagosa Hills Ave border the development that will be comprised of one acre lots, with minimized grading. Sonora Springs and Sedona Hills are both four lane, east/west thoroughfares, bordered on both sides by stone walled, rear facing homes. They are the logical (planned?) entry and egress routes to the new one acre lot development. Both should access it directly to manage that new traffic. Pagosa Hills, in contrast, is a one lane street of front facing homes that should not be used by the new development. It is already the primary access street for Miramar Arc, La Cienega Place, and Maricopa Circle between Sedona Hills and Sonora Springs. The street is already in need of speed bumps to control speeding traffic, as is Calle Abuelo (a problematic site for late night drag racing), and cannot safely absorb further use. While we have heard that emergency vehicle access might be impacted by speed bumps, we know that other cities have developed channeled versions that allow easy access for fire etc.

We would recommend linking both ends of the new southern development site and the northern site to the East/West arterials only, with at least two points of access.

There's also a concern that building out the desert to the east will limit access to the Arroyos and trails that currently exist, and are heavily used by the families that live here. We know that the space will be reconfigured by the requirements of private property, but we recommend that consideration be given to building in desert access for the greater Sonoma Ranch community.

Multi-family housing –

There are many multi-family housing sites built and in use within Sonoma Ranch 2, a number of which are not fully occupied. Awareness of that reality is important. It's a calm and quiet neighborhood on the edge of the desert, which would argue for a multi-family development that respects the visual and physical nature of the community – and nature in general, as we are truly situated in an interstitial nature/city boundary.

Commercial Space –

Sonoma Ranch Blvd is approximately ½ mile from most of the housing, current and proposed, for Sonoma Ranch 2, and is the most logical venue for continuing commercial development. There are many commercial spaces along or adjacent to Sonoma Ranch Blvd that have stood vacant for at least the last two years. In addition, there are multiple commercially zoned spaces along Sonoma Ranch that stand empty. On the other hand, new development consists of a Dairy Queen, a self-storage business and yet another Mister Mister Carwash. We are hoping that the City of Las Cruces will find a way to incentivize local businesses that we would happily patronize in this part of town, rather than encouraging urban sprawl by motivating additional strip malls and big box sites in our residential communities.

Finally, we are all concerned about issues of water conservation and management, and will be following up to understand how they are addressed in the planning process.

Agenda Item #9.1.

From: Sara Gonzales <sgonzales@lascruces.gov>

Date: Thursday, May 29, 2025 at 4:42 PM

To: Kate Wagle <kwagle@uoregon.edu>

Subject: Zone Change

Please send me any information regarding this case.

Sara Gonzales, CZO

Senior Urban Planner / Community Planning / Community Development Department

Direct: (575) 528-3471 / TTY 711

Main: (575) 528-3043 / TTY 711

sgonzales@lascruces.gov



CITY OF LAS CRUCES



City Council Action and Executive Summary

3094; Council Bill 26-002

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	July 21, 2025	Adopted:	August 4, 2025
Drafter:	Perla Galindo	Department:	Financial Services
Program:	Grants Administration	Line of Business:	Fiscal Management
Title:	AN ORDINANCE FORMALLY APPROVING A COMMUNITY ENERGY EFFICIENCY DEVELOPMENT (CEED) BLOCK GRANT FROM THE NEW MEXICO STATE ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT.		

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

PURPOSE(S) OF ACTION:
To authorize the execution of the CEED program project and approve the terms and conditions of the grant agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The Community Energy Efficiency Development (CEED) Block Grant Act (NSMA 1978, § 62-17A) was enacted in 2022 "to provide grants in New Mexico for targeted residential energy efficiency improvements for underserved communities across New Mexico." The CEED Program, managed by the New Mexico Energy, Mineral, and Natural Resources Department (NM EMNRD), intends to reduce the cost of energy bills for low-income households, while reducing emissions and creating local jobs in the communities most impacted by climate change.

In FY2024, the City of Las Cruces (City) Sustainability team applied to the CEED program for a residential appliance retrofit program. The program would engage local community members and stakeholders by replacing gas furnaces, heat pumps, and air conditioning units in an effort to reduce emissions and climatize low-income households.

The City is set to receive the grant award in the total of \$642,469 for the retrofit program. In order to receive the funds, the funder requires the City to pass an ordinance adopting and approving the terms of the grant. If approved, the funds are expected to be received in FY2026.

SUPPORT INFORMATION:
[Exhibit "A" - CEED Contract #:25-521-0300-0150 Las Cruces](#)

PLAN(S):
Elevate Las Cruces

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

- ☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

- ☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the ordinance to comply with ENMRD requirements.
2. Vote "No"; this will not approve the ordinance or the grant agreement with ENMRD and fund will be lost for the program.
3. Vote to "Amend"; this is not an option as this is the required form required by the grantor.
4. Vote to "Table"; this will postpone the decision to accept the ordinance and would require City Council to provide further staff direction.

ORDINANCE 3094; COUNCIL BILL 26-002

AN ORDINANCE FORMALLY APPROVING A COMMUNITY ENERGY EFFICIENCY DEVELOPMENT (CEED) BLOCK GRANT FROM THE NEW MEXICO STATE ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT.

The City Council is informed that:

WHEREAS, the City of Las Cruces is a legally and regularly created, established, organized, and existing municipal corporation of the State of New Mexico; and

WHEREAS, the Community Energy Efficiency Development (CEED) Block Grant (Act) was enacted to establish the CEED Program and allow local governments to provide financing to support affordable housing energy efficiency programs and projects; and

WHEREAS, pursuant to NMSA 1978, § 62-17A, the purpose of CEED Program projects is to provide improvements to residential buildings in underserved communities that will, in the aggregate, reduce energy consumption, energy-related operating costs, carbon intensity of energy consumption, or a combination thereof; and

WHEREAS, the CEED Program project will promote the general welfare and significantly benefit the quality of life of underserved communities in the City of Las Cruces; and

WHEREAS, the Energy Conservation and Management Division is the administering agency for the CEED Program and is authorized to issue competitive grant awards to eligible entities; and

WHEREAS, pursuant to NMSA 1978, § 62-17A, counties and municipalities must enact an ordinance authorizing formal acceptance of the grant and incorporating the terms and conditions of the grant (Exhibit "A") as a condition of final approval.

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

(I)

THAT the CEED Block Grant for a CEED Program project is hereby approved, and acceptance of its Terms and Conditions is formally approved.

This ordinance may be cited as the "City of Las Cruces Community Energy Efficiency Development Block Grant Ordinance."

(II)

PURPOSE

This Ordinance is adopted to implement the City of Las Cruces' CEED Program project. In accordance with N.M. Const., art. IX, § 14, H.; the Community Energy Efficiency Development Block Grant Act ("Act"), § 62-17A-1, et seq. NMSA 1978; NM Energy, Minerals and Natural Resources Department ("EMNRD") rule, 19.1.10 NMAC ("rule"), the purpose of the CEED Block Grant Ordinance is to:

1. Provide for the approval of the City of Las Cruces' CEED Block Grant;
2. Provide for the acceptance of the CEED Block Grant from EMNRD;
3. Provide for implementation of the CEED Program; and
4. Provide for and adopt the Terms and Conditions of the Grant approved by EMNRD pursuant to the act.

Agenda Item #9.2.

Community energy efficiency projects are projects that provide improvements to residential buildings in an underserved community that will, in the aggregate, reduce energy consumption, energy-related operating costs, carbon intensity of energy consumption, or a combination thereof. These projects will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality.

(III)

GRANT TERMS AND CONDITIONS

The City of Las Cruces City Council formally adopts the full terms and conditions of the CEED Program grant as set forth in the Governmental Services Agreement (GSA) issued by EMNRD. The GSA is incorporated herein by reference and shall have the full force and effect of law within the jurisdiction of the City of Las Cruces.

The City of Las Cruces shall implement the CEED Program in compliance with the GSA and all applicable federal, state, and local laws, including reporting, procurement, wage compliance, and allowable use of funds.

§ 1 Administration

The City of Las Cruces shall administer any CEED Program project in accordance with provisions of the act, the rule, this chapter, any applicable state and federal laws and regulations as each of which may be amended or supplemented from time-to-time. The City of Las Cruces, in establishing, funding and administering the CEED Program and by making, executing, delivering and performing any award, contract, grant or any other activity or transaction contemplated by the act, shall not violate any provision of law, rule or regulation or any decree, writ, order, injunction, judgment, determination or award and will not contravene the provisions of or otherwise cause a default under any of its agreements, indentures, or other instruments to which it may be bound.

§ 2 Discrimination prohibited

The development; construction, occupancy and operation of a CEED Program or a CEED Program project financed or assisted under the act and this chapter shall be undertaken in a manner consistent with principles of nondiscrimination and equal opportunity, and the City of Las Cruces shall require compliance by all qualifying grantees with all applicable federal and state laws and regulations relating to affirmative action, nondiscrimination and equal opportunity.

§ 3 Termination

The City Council may repeal this chapter and terminate the City of Las Cruces' CEED Program and any or all contracts undertaken in its authority. Termination shall be by ordinance at a public hearing and in accordance with the terms of the contract. If an ordinance or a contract is repealed or terminated, all contract provisions of the contract regarding termination shall be satisfied.

§ 4 Authority

The City Council enacts this ordinance pursuant to the authority set forth in N.M. Const., art. IX and X; § 4-37-1 et seq./§ 3-17-1 et seq. NMSA 1978; § 3-18-1 et seq. NMSA 1978; § 3-45-1 et seq. NMSA 1978; § 60-13-1 et seq. NMSA 1978; § 62-17A-1, et seq. NMSA 1978; and 19.1.10 NMAC.

The Community Energy Efficiency Development (CEED) Block Grant Ordinance constitutes an exercise of the City of Las Cruces' independent and separate but related law enforcement, zoning, planning, environmental, fiscal and public nuisance powers for the health, safety and general welfare of Las Cruces and its residents.

(IV)

Agenda Item #9.2.

This Ordinance shall take effect immediately upon its passage and adoption. A copy shall be provided to EMNRD as evidence of formal compliance with CEED Program requirements.

(V)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

SHARE No.25-521-0300-0150
City of Las Cruces

**STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT,
AND
CITY OF LAS CRUCES**

THIS GOVERNMENTAL SERVICES AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM), and City of Las Cruces (Entity).

THE PARTIES MUTUALLY AGREE:

1. Scope of Work: Entity shall:

A. Plan, manage and implement a Community Energy Efficiency Development (CEED) Program Project (Project) in accordance with the New Mexico Community Energy Efficiency Development Block Grant Act and the application materials approved by ECAM attached hereto and incorporated by reference as Attachment 1.

B. Provide targeted energy efficiency and conservation improvements to residential housing units for underserved communities in New Mexico. The geographic location of the households served will be within the City of Las Cruces. The Entity shall effectuate the goals of the CEED Program for residential buildings in underserved communities, including reducing energy consumption; reducing energy-related operating costs; reducing the carbon intensity of energy consumption; or a combination thereof.

C. Implement Energy Conservation Measure (ECM) improvements outlined in Attachment 2 hereto. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities.

- 1) Entity shall obtain the approval of ECAM for the installation of ECM improvements or appliances not specified in Attachment 2.
- 2) Entity is required to document all measure installations and any potential Health and Safety (H&S) findings. ECAM recognizes it may not be possible to catalog all potential H&S issues. Should H&S concerns not enumerated in Attachment 2 be identified, it is the Entity's responsibility to notify ECAM of the problem and obtain directions from ECAM on how to proceed before any work commences. Failure to adhere to this requirement may result in disallowed costs for the Entity and potential liability for any subcontractor.
- 3) The maximum average allowable ECM improvement cost per residential housing unit is \$16,000.00, but Entity may seek ECAM approval for variances

to the maximum average allowable per-unit cost.

- D. Entity shall adhere to the following program administration requirements:
- 1) Section 19.1.10.12 (D), NMAC to determine participant household eligibility. Certification verification process will require ECAM review prior to program commencement.
 - 2) Procure, as applicable, services from community partner(s) and service providers(s) with experience in the geographic area(s) in which the project will take place. Entity shall give priority to service provider(s) with a commitment to employ apprentices from a registered apprenticeship program that promotes diversity or to provide paid internships to person(s) from the identified underserved community.
 - 3) Collect and report data on, but not limited to, project performance, energy savings, and non-energy benefits resulting from project energy efficiency, conservation, and retrofit measures.
 - 4) Prepare, review, certify, and submit the reports as outlined below, in the form and content specified by ECAM:

Report Title	Reporting Period	Due Date
Program Financial Reports	Quarterly	• Jan. 1–Mar. 31 = due Apr. 20 • Apr. 1–June 30 = due July 20 • July 1–Sep. 30 = due Oct. 20 • Oct. 1–Dec. 31 = due Jan. 20
Program Performance Reports	Quarterly	• Jan. 1–Mar. 31 = due Apr. 20 • Apr. 1–June 30 = due July 20 • July 1–Sep. 30 = due Oct. 20 • Oct. 1–Dec. 31 = due Jan. 20
Project Update Reports	Monthly, with each request for payment/reimbursement	On the 20 th of the month for the previous period
If the due date falls on a weekend/holiday, the report will be due the following business day.		

- 3) The Entity shall review all invoices for reimbursement from subcontractors and verify that claimed expenditures are allowable costs. The Entity shall maintain documentation adequate to support all claimed costs reported for federal reimbursement or Entity share.
- 4) To the greatest extent practicable, Entity should take advantage of available New Mexico state and federal rebates and tax incentives, including the DOE Home Energy Rebates programs: Home Electrification and Appliance Rebates (HEAR), Home Efficiency Rebates (HER).

- 5) Entity may apply for variances pursuant to Section 19.1.10.20 NMAC. Should the Entity elect to undertake activities or change locations prior to written authorization from ECAM, the Entity does so at risk of not receiving funding.
- 6) Outreach/marketing activities must be directly related to the CEED Program and educational activities must be targeted and specific to the residential unit or building.
- 7) Training and Certifications costs must apply directly to CEED Program activities. Staff time spent on CEED Program projects should be accounted for accurately, with costs claimed being the costs incurred.
- 8) Entity shall also comply with requirements specified in Attachment 3, Special Terms and Conditions.
- 9) Prepare, review, certify, and submit reimbursement requests as outlined below, in the form and content specified by ECAM.

2. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work. The total amount payable to Entity under this Agreement shall not exceed six hundred forty-two thousand, four hundred sixty-nine dollars (\$642,469.00), including New Mexico governmental gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and as set forth below:

Deliverable	Maximum Amount Not to Exceed	Invoice Due Date
Submit reimbursement requests for Administrative Costs related to the planning, management and implementation of the CEED Program Project.	\$61,742.50	20 th day of each month for costs incurred during the previous month
Submit reimbursement requests for costs related to retrofit work and ECM improvements to residential housing units within the City of Las Cruces.	\$580,726.50	20 th day of each month for costs incurred during the previous month

This amount is a maximum and not a guarantee that the work assigned to be performed by Entity under this Agreement shall equal the amount stated herein. The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount

SHARE No.25-521-0300-0150
City of Las Cruces

without this Agreement being amended in writing prior to those services exceeding the total compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. EMNRD shall pay travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the Per Diem and Mileage Act, NMSA 1978, Sections 10-8-1 *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

D. Entity must submit detailed invoices accounting for all services performed and expenses incurred with each reimbursement request. Invoices shall include documentation of all expenses incurred evidencing the propriety of each claim with proofs of payment thereof. Wage amounts charged shall be based upon payrolls maintained by Entity and must be supported by copies of the paystubs or cancelled paychecks, and timesheets if requested. If EMNRD finds that the services or expenses are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term:** This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate on September 30, 2026 unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. **Termination:** Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. **Appropriations:** This Agreement's terms are contingent upon the New Mexico State Legislature and the DOE granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Entity. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Entity.

6. **Status of Entity:** Entity and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of

SHARE No.25-521-0300-0150
City of Las Cruces

New Mexico as a result of this Agreement. Entity agrees not to purport to bind the State of New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

7. **Assignment:** Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

8. **Subcontracting:** Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

B. Entity shall comply with 2 C.F.R. 200.317 through 200.327 for procurement of property or services conducted pursuant to this Agreement.

C. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the Per Diem and Mileage Act, NMSA 1978, Section 10-8-1 *et seq.*, as implemented by the current DFA Rule and EMNRD Travel Policy.

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

10. **Confidentiality:** Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

11. **Product of Services; Copyright:** All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

12. **Conflict of Interest; Governmental Conduct Act:** Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through -18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

13. **Amendment:** This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

SHARE No.25-521-0300-0150
City of Las Cruces

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

15. Penalties for Violation of Law: The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

16. Equal Opportunity Compliance: Entity agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Entity assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Entity is found not to be in compliance with these requirements during the life of this Agreement, Entity agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Entity acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Records and Audit:

A. Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico. During this time, such records shall be subject to inspection by EMNRD, DFA, and the State Auditor and DOE. Entity further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses related to this Agreement for which exception is under consideration by the DOE or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives \$1,000,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state, and local government audit requirements, and in accordance with the Single Audit Act Amendments of

SHARE No.25-521-0300-0150
City of Las Cruces

1996, 2 C.F.R. 200, Subpart F – Audit Requirements. Entities who do not meet the \$1,000,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entities shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or electronically, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

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

20. Procurement, Utilization, and Disposition of Property: Entity shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Entity has any property in its possession belonging to EMNRD, Entity shall account for the property and dispose of it as EMNRD directs. All property acquired by the Entity or procured under this Agreement shall be used and disposed of in accordance with DOE regulations governing disposal of property.

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

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

23. Notice: Except as otherwise specified herein, all notices hereunder shall be in writing) and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Buildings and Community Program Manager
EMNRD – ECAM
1220 S. St Francis Drive
Santa Fe, NM 87505

SHARE No.25-521-0300-0150
City of Las Cruces

General Counsel
EMNRD – Office of the Secretary
1220 S. St Francis Drive
Santa Fe, NM 87505

To City of Las Cruces:

City Manager
Ikani Taumoepeau
PO Box 20000
Las Cruces, NM 88004

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

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

25. Acknowledgment: Entity shall acknowledge EMNRD and DOE as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the project.

26. Minimum Wage Rate: If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

27. Compliance with Law and Funding Source Conditions:

A. Entity shall comply with all applicable state, federal, and local laws, statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement. The Entity is required to obtain all necessary state, Federal, and local permits, authorizations, and approvals for all work performed under this Award.

B. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) – Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

- 1) including qualified MBEs/WBEs on solicitation lists;
- 2) assuring that MBEs/WBEs are solicited once they are identified;
- 3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;

- 4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
- 5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and
- 6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

C. Compliance with Trafficking Victims Protection Act of 2000 - Entity, Entity's employees, subcontractors, and subcontractors' employees shall not:

- 1) engage in severe forms of trafficking in persons during this Agreement's term;
- 2) procure a commercial sex act during this Agreement's term; or
- 3) use forced labor in the performance of this Agreement.

D. Compliance with NMSA 1978, Section 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

E. In the event this Agreement is funded with federal monies, Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

F. In the event this Agreement is funded with federal monies and Entity wishes to enter into an agreement with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this Agreement, Entity shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the DOE.

G. Entity shall not award subcontracts to parties listed on the government-wide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. part 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

H. If the value of this Agreement exceeds \$100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

If this Agreement is valued at more than \$150,000, Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. §7401 *et seq.*); Clean Water Act (33 U.S.C. §1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water

SHARE No.25-521-0300-0150
City of Las Cruces

Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and U.S. Environmental Protection Agency (EPA) regulations.

28. **Insurance Coverage:** Entity shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

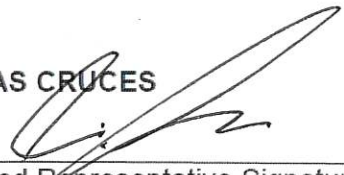
A. Worker's Compensation protection that complies with the requirements of the Worker's Compensation Act, NMSA 1978, Sections 52-1-1 *et seq.*, if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, Sections 41-4-19, as it may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT

By: _____ Date: _____
Cabinet Secretary or Designee

CITY OF LAS CRUCES
By:  Date: 6/6/25.
Authorized Representative Signature

IKANI TAUMOEPEAU - CITY MANAGER
Printed Name and Title

Approved as to Form:

 06/03/2025
CITY ATTORNEY

SHARE No.25-521-0300-0150
City of Las Cruces

ATTACHMENT 1: Application Materials

CEED Program	Application – City of Las Cruces
Applicant Entity Legal Name:	City of Las Cruces
Type of Applicant Entity:	Municipal government
Project type entity is applying for:	Type 1 Project
Title of Applicant's project:	Plugged in for Good Energy Alliance (PIFG or Alliance): Affordable, Resilient Retrofits
One sentence description of the project:	Plugged in for Good will launch a low-income home retrofit program, prioritizing energy efficiency, affordability, and heat resilience through equity centered workforce capacity building, homeowner empowerment, and alternative finance options.
One sentence description on the impact and beneficiaries of the project:	Low-income communities transform with market-driven retrofits prioritizing energy affordability and resilience that create inclusive pathways to financially sustainable turnkey retrofit programs mobilizing by a clean energy workforce and resident self-advocacy.
Total funding request amount:	\$642,469.00 (\$617,425.00 federal DOE-EECBG Program + \$25,044.00 state NM-CEED Program)
Project Location	The proposed project takes place in New Mexico
State the selected geographic block location *	City of Las Cruces. Focus: The geographic block location within 5 square miles of an area known as the infill area made up of the following 28 block groups: 350130004025 350130004023 350130004011 350130004012 350130005003 350130005002 350130002014 350130009004 350130009005 350130009006 350130008004 350130008001 350130007006 350130007001 350130004024 350130004013 350130006003 350130009002 350130009003 350130008003 350130008002 350130007005 350130007004 350130009001 350130007003 350130007002 350130006001 350130006002.
Describe the rationale used for the geographic selection.	The infill area grew as a result of a 1967 urban renewal project in the downtown Las Cruces area. As city planners razed businesses and neighborhoods, the low-and moderate-income (LMI) multilingual families were forced to move to hastily built tract housing disconnected from former neighborhoods. Today, more than 55% of Las Cruces' LMI population lives within the infill area. As part of the current planning process, PIFG members are utilizing a specially commissioned multivariate data tool with census block granularity to summarize blocks by energy burden, energy efficiency, and exposure to urban heat, among other characteristics to determine which census blocks would benefit most from this program. PIFG anticipates selecting three neighborhood blocks in February 2024, well before the project launches in Q.4, 2024.
Project Purpose:	The proposed project targets the adoption of energy efficient consumer behavior, equipment, or devices resulting in reduced energy consumption without the amount or quality of energy services.

SHARE No.25-521-0300-0150
City of Las Cruces

Project Purpose: Check all that apply to the proposed project:	energy-efficient consumer behavior energy-efficient equipment energy-efficient devices health and safety measures equipment or electrification upgrades
Which of the following CEED Program Project Goals does the proposed project serve? Check all that apply:	reduce energy consumption reduce energy-related operating costs reduce the carbon intensity of energy consumption
Scope of Work	The Plugged in for Good Energy Alliance (PIFG or Alliance) is a collaborative effort in Las Cruces, bringing together community members with lived experiences and professionals from social services and technical fields. Our ambitious agenda involves addressing systemic barriers to affordable, energy-efficient housing and job security. Through a plan that focuses on low-income disadvantaged communities (LIDAC), we will implement market-driven retrofits, carried out by small partnering businesses, and supported by trained community navigators. This initiative is complemented by vetted technical and financial strategies, aligning with CEED program goals to reduce energy consumption, operating costs, and carbon intensity in underserved communities. The genesis of this project took shape during a year of monthly meetings with Plugged in for Good members. Together, we explored equity issues related to LIDAC communities, considering energy burdens, health and safety, climate resiliency, workforce opportunities, finance options, and the impacts of the energy transition. This effort evolved into an application and subsequent award from the Department of Energy's Buildings UP Prize, making us the sole New Mexico recipient. This prize provides up to five years of foundational funding and expert guidance to transform existing U.S. buildings into more energy-efficient, clean energy-ready spaces. With Buildings UP technical assistance and cohort support in 2024, we will finalize our plans. In combination with a CEED grant (set to kick off on Q.4, 2024), the resources, established partnerships, and expertise are in place to accomplish our ambitious goals. The Alliance operates through three focal areas: community and equity, training and workforce, and technology and finance—each set up as a working group within the PIFG Energy Alliance with complementary scopes of work. Community & Equity Work Group: Working closely with PIFG partner Doña Ana Communities United (DACU), this group aims to build relationships and cohesion among selected neighborhoods through community events. The PIFG team will engage 20-25 LIDAC households in year 1 and 40-50 households in year 2, shaping retrofit approaches and conditions detailed in a co-authored community benefits agreement. CEED funding will support navigator salaries. Training & Workforce Work Group: Supporting selected small businesses (including their employees and apprentices with tailored training), this group will collaborate with Doña Ana Community College's (DACC) Building Construction Technology program. Partnerships with Community Action Agency of Southern New Mexico (CAASN) and Las Cruces Chamber of Commerce (LCGCC) will foster a conducive work environment. CEED funding covers apprentices' stipends and wrap-around services provided by CAASN. Technology & Finance Work Group: Focused on developing a profile of LIDAC household envelopes and energy pre- and post-conditions, this group measures health and safety, energy affordability, and resiliency outcomes. CEED funding covers tailored residential audits and consulting services for project construction and finance assistance. As a market driven retrofit model for the LIDAC community, many of the improvements may be constrained by residents' qualifications for bundled retrofits, availability of

SHARE No.25-521-0300-0150
City of Las Cruces

	municipal or other funds to offset unmet costs, and residents' appetite for participating in tariff on bill finance programs. The Alliance is committed to addressing affordability and heat resilience through weatherization and HVAC heat pumps. Low-cost high impact measures (e.g. ceiling fans, pipe insulation and equipment blankets) will also be integrated into the program to maximize low-tech solutions especially in mild weather. As a second tier of programs, cool roofs, heat pump water heaters along with health and safety upgrades will be available. As we prepare for the project launch, the technical and finance team will run investigations using cost compression strategies with Buildings UP technical assistance. This includes examining equipment needs, savings, balance of costs after deductions, the impact of community solar, and other factors to maximize efficiency, affordability, and climate resilience.
Describe any additional benefits not described above that should be factored into the evaluation of this application.	PIFG intertwines different social and economic systems together – workforce, income models, community engagement, and support services – to sculpt a multi-dimensional just transition grounded in equity, research, collaboration, and transformative change. And, although HUD and MFA retrofit programs offer invaluable services to LMI residents, limited funding, qualification limitations and requirements, and the 'charity' stigma temper these agencies' abilities to address those 13,000 residents leaving many energy burden challenges unmet. The PIFG program provides a market-based option that tackles energy affordability and heat resilience through weatherization, heat pumps, community solar, maintenance plans, etc. to increase energy efficiency and affordability. As a result, utility bills will fall below 6% of income, ambient home temperatures will remain below 85°F during extreme heat events, and home equity values will increase. Dofia Ana Community College's (DACC) Building Construction Technology programs are specifically tailored for low-income students and those who are un- or underemployed. These programs offer cutting-edge technologies, industry-recognized credentials, and career pathways in the energy sector. DACC's curricula will equip individuals with the workforce training necessary for retrofitting LMI housing. For small businesses that often struggle to compete for larger equipment contracts, this initiative marks a unique opportunity. They will be the first to undergo training in the functions and installations of new high-efficient technologies and subsequently be hired to contribute to more scalable projects. This experience will not only facilitate cross-training, certification, and career advancement opportunities but also enhance job security and lead to increased income stability. The positive outcomes from this program are expected to drive broader adoption of these technologies and create additional workforce opportunities.
Describe the project benefits to the selected underserved community, what specific outcomes will result from the completion of this project, and the approach for maximizing project benefits in the community.	Participating LIDAC households will experience a wide range of benefits including weatherization, electrification of home cooling, heating, and potentially water systems, utility bill reductions, increased disposable incomes, enhanced stakeholder comfort and safety, a decrease in environmentally related health issues, a better understanding of household equipment and maintenance, improved relationships among neighbors, and a rise in home values. The active involvement of historically excluded residents as co-creators of a just energy transition sheds light on both the intended and unintended consequences of our existing power structure. By exemplifying best practices—such as co-creation, the use of navigators and apprentices, alternative finance models, and collective small business contracts, we can uncover and amend disparities. This, in turn, can lead to the development of policies and programs that dismantle structural, procedural, distributional, and transgenerational inequities.

SHARE No.25-521-0300-0150
City of Las Cruces

Describe the project's alignment with the CEED Program's purpose and goals.	During PIFG's monthly meetings with community members, service, and technical professionals, we examined barriers faced by LIDAC residents concerning home conditions and participation in energy-efficient programs. These discussions shaped the development of our program and not surprisingly, its alignment with CEED Program's purpose and goals. A significant barrier identified is that community members often base decisions on interpersonal relationships, making trust crucial. Doña Ana Communities United (DACU) plays a vital role in fostering relationships among neighbors through engaging events like tree plantings, fix-it fairs, and DIY energy strategy sessions in targeted neighborhoods. PIFG team members will also actively participate in these events to build connections. As part of these events, PIFG will offer ten free energy audits to lower-income homeowners in each of the three targeted neighborhood. The audits will measure energy efficiency, energy use intensity, basic maintenance needs, options for energy improvements, costs, rebates, and potential increases in home values. Participants will receive a written report, a free consultation with a PIFG navigator, and access to local construction and financial consultants. In year 1, any finances not covered by bundled rebates for weatherization and a heat pump system will be covered by PIFG, with residents providing advice on program delivery through a co-authored Community Benefits Agreement (CBA) and at the end of one year, a follow-up post audit and participants' program evaluation of the deliverable of the CBA. In year 2, the program aspires to double the households retrofitted and the small business employed. The first retrofit in each neighborhood will receive additional attention as the initial demonstration project, with navigators fully assisting participants in securing rebates through a customized portal. PIFG's shift to a market-based program utilizing rebates will take away the stigma of 'asking for charity' with the tailored services of a navigator. At the end of the first year, the PIFG team and retrofit participants will share results with neighbors and make City Council presentations, highlighting identified systemic barriers and potential strategies to address them, particularly concerning uncovered technology/installation costs. The PIFG Energy Alliance has five significant goals to: 1) address inequitable practices and policies for a clean, just energy transition; 2) reduce residents' energy transition cost burdens through incentives; 3) promote electrification of home HVAC systems; 4) ensure stakeholders' comfort and safety during extreme heat events; and 5) develop local workforce cohorts for 'high road' opportunities. The second and third goals align with CEED program goals for reducing energy consumption, operating costs, and carbon intensity through electrification. Several actions in PIFG's program aim to meet CEED's goals. The technical and finance team will spend a year planning and modeling strategies to increase energy efficiency while decreasing costs. Community solar projects will further lower electricity costs, and workforce training will focus on solving for efficiency and affordability. Offering low-tech/high-efficient solutions provides households utility options during mild weather. Lastly, participating residents will co-author a Community Benefits Agreement, increasing accountability to deliver as promised.
How will the project meet these objectives, and how will this impact be measured?	See PIFG Logic Model for details of how project will meet these objectives, and how impacts will be measured.
Describe Applicant's plan to engage community partners, service providers, and participant households in the project.	As part of the 2024 PIFG Energy Alliance planning process, we will have established comprehensive guidelines for Diversity, Equity, Inclusion, and Accessibility (DEIA), 'High Road' Workforce principles, and plans for administration, evaluation, outreach, and financial management. By the end of 2024, all PIFG Alliance members will collaboratively develop a Partnership Group Agreement. Each working group—Community & Equity, Training & Workforce, and Technology & Finance—will finalize its Scope of

SHARE No.25-521-0300-0150
City of Las Cruces

	Work (SOW), timeline, and deliverables. The responsibilities of these three PIFG working groups are detailed in 1.4.a.i under the Scope of Work and listed in the attached Gantt chart. All working groups are integral members of the PIFG Energy Alliance and comprise community members, social services, and technical professionals. Community members will receive remuneration for their lived experiences, travel, and childcare. Each working group will be led by a designated chair, co-chair, and will include a city staff representative. Other members will be asked to step in, as needed to ensure team and project success. Monthly working group meetings will provide for transparent and supportive discussions aided by constructive problem solving. For further details on PIFG's plan to engage participant households, please refer to the response in section 4.C. above.
Describe Applicant's strategy to prevent fraud, waste, and abuse.	In addition to rigorous municipal safeguards, the Alliance, driven by shared vision and collaboration, establishes accountability along with scopes of work, deliverables, and regular meetings. Members co-author a Community Partnership Agreement supplemented with SOW and deliverables, committing to the project and each other. A Community Benefits Plan within target communities further enhances accountability. Multiple interrelated evaluative measures uncover patterns and anomalies, fostering a deeper understanding of our work. We embrace an iterative process of quantitative and qualitative learning to refine our approaches and the transformative shift we aspire to as a community.
Participant eligibility requirements	Participant eligibility will follow 19.1.10.12 (D) NMAC.
Describe the proposed process for certifying the eligibility determination of participant households.	Certification process to be submitted to Division for approval prior to project commencement.
What specific outcomes will result from the completion of this project?	The applicant asks reviewers to refer to PIFG Logic Model, organized by the three focal areas under short and medium outcomes and impacts to better understand the full context of the project.
Describe the reporting metrics/measures.	[Metrics used will include (but not be limited to): I. Retrofits • Number of Units Retrofitted: Track the total number of residential units that receive energy efficiency retrofits. • Square Footage of Buildings Retrofitted: Measure the total square footage of buildings that undergo retrofits. • Estimated Project Savings: Calculate the estimated annual savings in terms of: ○ Dollars ○ Kilowatt-hours (kWh) of electricity ○ Therms of natural gas ○ Gallons of fuel oil ○ Therms of propane ○ Gallons of water ○ Gallons of kerosene ○ Tons of wood • Energy Management Systems Installed: Track the number of energy management systems installed in residential units. • Water Conservation Retrofits: Measure the number of water conservation retrofits completed. • Fuel Switching: Track the number of buildings where the primary fuel type is switched to a more efficient or cleaner fuel source.

SHARE No.25-521-0300-0150
City of Las Cruces

	- Realized Reduction in Consumption: Measure the actual reduction in consumption for various energy sources (electricity, fuel oil, natural gas, propane, kerosene, wood). II. Energy Audits - Energy Audits Performed: Track the number of energy audits conducted for residential units. - Square Footage of Buildings Audited: Measure the total square footage of buildings that undergo energy audits. III. Training and Education/Technical Assistance - Education, Outreach, and Training: Track the number of workshops, training sessions, and education sessions held and the number of participants. - Staff Hired: Measure the number of full-time equivalent (FTE) energy management staff and subrecipient staff hired. - Information Contacts: Track the number of information connections where energy efficiency or renewable energy measures were recommended. IV. Community and Stakeholder Engagement - Community Engagement Events: Track the number of community engagement events held (both virtual and in-person). - Community Members Engaged: Measure the total number of community members or stakeholders engaged in the grant program, including those from underserved communities. V. Participant Data - Participant eligibility criteria - Participant demographic data - Energy consumption data: including the measurement and tracking of electricity, natural gas and propane consumption - Utility bill costs: and associated energy-related operating costs]
Describe the tracking and data collection methods.	A construction consultant will be tasked with collecting and writing up the results from the retrofits. This data will be shared with the small retrofit businesses, trainers, navigators, and the community. The FEE will be a facilitated process that will be recorded and transcribed. A steering committee, led by the Sustainability Office will help synthesize the learning as a written report and presentation highlighting the project's impact to the team and later City Council.
Reduction of energy use that will come from implementation of the proposed measures. – Average impact by household unit / total impact (average x # of units):	Replace gas furnace and AC with Heat Pump – 21,694 kWh energy savings annually; Replace gas furnace and evaporative cooler with Heat Pump – 18,638 kWh energy savings annually
Reduction of energy cost that will come from implementation of the proposed measures. – Average impact by household unit / total impact (average x # of units):	Replace gas furnace and AC with Heat Pump – \$414.65 saved annually; Replace gas furnace and evaporative cooler with Heat Pump – \$18.36 energy saved annually; Replace gas furnace and evaporative cooler with Heat Pump – \$18.36 energy saved annually.
Reduction in carbon intensity of energy consumption from implementation of the proposed measures. – Average impact by household unit / total impact (average x # of units):	Replacing a gas furnace and AC with a ASHP - reduction of emissions of 7935 lbs. of CO ₂ e; Replacing a gas furnace and evaporative cooler with a ASHP - reduction of emissions of 236 lbs. of CO ₂ e.

SHARE No.25-521-0300-0150
City of Las Cruces

Other identified measured project impact(s):	The ability to maintain healthy, safe inside temperatures of 82°F or cooler during extreme heat events of 100 °F as an indicator of resilience.
Total number of participant households of the project:	20-25 households in year one; 40-50 households in year two.
Number of project partner beneficiaries:	In year one, we would engage 4 small business with a total of 4 apprentices. In year two, we would recruit 8 small businesses with a total of 8 apprentices.
Provide a timeline for implementation, including project milestones.	PIFG Work Plan
Describe Applicant's work plan detailing how tasks will be executed within the allotted timeframe and by which members of the project team.	The Plugged in for Good Energy Alliance is an informal collaboration sharing a common vision and will co-author and sign a Partnership Group Agreement during the 2024 planning period. The team is divided into three work groups - community and equity, training and workforce, and technology and finance. Within each work group, a chair and co-chair will facilitate tasks with a well-articulated work plan with milestones and deliverables to ensure accountability. The chair, co-chair, and community members will all receive stipends for their time. Other members will be asked to step in as needed to ensure team and project successes. The administrative team will coordinate monthly full team meetings for progress updates and encourage transparent constructive discussions to aid problem solving.
Is environmental/ground disturbance anticipated for the project?	No
How long will the project take to complete?	In total, 2.5 years with year 0, Q.4 for navigator and new energy technology training, year 1–year 2 increasing retrofit activities; year 3, Q.1 to finalize reporting requirements.
Describe any proposed Community Partner(s) with experience in the area(s) in which the project will take place.	Dofia Ana Communities United (DACU).
Describe any proposed Service Providers(s) with experience in the area(s) in which the project will take place.	During the 2024 Buildings UP planning period, the Building Performance Association (BPA) will undertake the following initiatives: 1) Las Cruces Small Business Needs Assessment: BPA will conduct a comprehensive needs assessment in the construction support industry, focusing on small businesses in the Las Cruces area. 2) Workforce Readiness Assessment: BPA will perform a workforce readiness assessment targeting underserved, unemployed, and immigrant populations to identify key areas for skill development and support. 3) Business-Job Seeker Collaboration: BPA aims to facilitate connections between small businesses and job seekers, fostering collaboration with the overarching goal of advancing workforce development and creating new opportunities within our community. As part of the implementation plan, four to five businesses will be recruited for parallel contracts, each responsible for executing 4-5 retrofits in year 1. This initial phase will then progress to contracts involving eight small businesses with parallel agreements to carry out 5-6 retrofits each in year 2. This strategic expansion is designed to enhance the impact of the initiative and further contribute to the development and growth of our community.

SHARE No.25-521-0300-0150
City of Las Cruces

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT
New Mexico Community Energy Efficiency Development (CEED) Program,
City of Las Cruces

SUBPART I. COVER SHEET

I. APPLICANT INFORMATION

1. Applicant Entity:

- a. Applicant Entity Legal Name: City of Las Cruces
- b. Employer Identification Number: 85-6000147
- c. Organizational DUNS Number: 077609279
- d. Applicant Entity Address: PO Box 20000, Las Cruces, NM 88004
- e. Organizational Unit:
 - i. Department Name: City Manager Office
 - ii. Division Name: Sustainability Office
- f. Type of Applicant Entity: Municipal government

II. REPRESENTATIVE INFORMATION

- 2. The representative authorized by the organization to contractually obligate on behalf of this application: Ikani Taumoepeau
 - a. Title: City Manager
 - b. Organizational Affiliation: City of Las Cruces
 - c. Email: ITaumoepeau@lascruces.gov
 - d. Phone number: 5755412076
- 3. The person authorized by the organization to negotiate on behalf of this application: Gabriela M. Prats
 - a. Title: Interim Grants Manager
 - b. Organizational Affiliation: City of Las Cruces
 - c. Email: grants@lascruces.gov
 - d. Phone number: 575-541-2430
- 4. The person authorized by the organization to clarify/respond to queries regarding this application: Jenny Hernandez
 - a. Title: Sustainability Officer
 - b. Organizational Affiliation: City of Las Cruces
 - c. Email: jehernandez@lascruces.gov
 - d. Phone number: 575-541-2177

III. PROJECT INFORMATION

- 5. Project type entity is applying for: Type 1 Project — (open to Indian nations, tribes, or pueblos; county or municipal governments; and the MFA)
- 6. Title of Applicant's project: Plugged in for Good Energy Alliance (PIFG or Alliance): Affordable, Resilient Retrofits
- 7. One sentence description of the project:

SHARE No.25-521-0300-0150
City of Las Cruces

- a. Plugged in for Good will launch a low-income home retrofit program, prioritizing energy efficiency, affordability, and heat resilience through equity centered workforce capacity building, homeowner empowerment, and alternative finance options.
- 8. One sentence description on the impact and beneficiaries of the project:
 - a. Low-income communities transform with market-driven retrofits prioritizing energy affordability and resilience that create inclusive pathways to financially sustainable turnkey retrofit programs mobilizing by a clean energy workforce and resident self-advocacy.
- 9. Proposed Project:
 - a. Start Date: 12/31/2024
 - b. End Date: 9/30/2026
- 10. Total funding request amount: \$617,425.00 (EECBG) + \$25,044.00 (NM)

SUBPART II. ACTIVITY FILE

1. ACTIVITY

- i. Energy Efficiency Retrofits
- ii. Building Energy Audits
 - Blueprints
- 2. Energy Efficiency
 - 2a. Energy Efficiency: Building Audits and Retrofits, including grid interactivity and electrification
- 6. Workforce Development

1. STATE: NM

2. SECTORS

- iii. Local Government
- iv. Residential

3. TOPIC AREA

- v. Energy Conservation
- vi. Energy Efficiency
- vii. Energy Audits
- viii. Retrofits
- ix. Energy Equity

4. ESTIMATED SAVINGS

- x. The estimated average impact by household is:
Replacing gas furnaces and either AC's (high value) or evaporative coolers (low value) with heat pumps: 21,694 kWh to 18,838 kWh saved annually; \$414.65 to \$18.36 saved annually; 7935 lbs. to 236lbs. of CO2e for replacing a gas furnace and AC with an ASHP.

5. DESCRIPTION

- xi. Executive summary of goals and objectives:
This project addresses the three primary goals for the CEED program—

SHARE No.25-521-0300-0150
City of Las Cruces

reduce energy consumption, reduce energy-related operating costs, and reduce the carbon intensity of energy consumption. With 60 retrofits, we would replace gas furnaces and either AC's (high value) or evaporative coolers (low value) with heat pumps: 1,300,000 to 1,130,000 kWh saved annually; \$24,879 to 1101 saved annually; 476,100 to 14,160 lbs. of CO₂e for replacing a gas furnace and AC with ASHPs.. The project targets the adoption of energy-efficient consumer behavior, equipment, or devices resulting in a decrease in energy consumption without reducing the amount or quality of energy services.

6. MILESTONES

xii. Program Year Milestones

- CLC will award 4 contracts in Y1 (4@ \$31,500) and 6 in Y2 (6@ \$31,250) for individuals to provide resources and information to low-income residents interested in participating in PIFG. The City reserves the right to offer the contract to a managing organization and may supplement managerial costs through the City's operational budget.
- Annually: Provide annual End of Year reports to EMNRD.
Milestone: Annual reports submitted.
- Quarterly: Provide quarterly Progress and FFR reports to EMNRD.
Milestone: Quarterly reports submitted.
- Monthly: Provide monthly reimbursement request/status reports to EMNRD.
Milestone: Monthly reports submitted.

7. METRICS

xiii. Metric Area: Retrofits

- Process Metric: 1a. Number of Units retrofitted [residential]
 - Metrics Collected:
 - Number of buildings retrofitted
 - Square footage of buildings retrofitted (ft²)
 - Estimated project savings (\$) annually
 - Estimated project savings (kWh of electricity) annually
 - Estimated project savings (Therms of natural gas) annually
 - Estimated project savings (gallons of fuel oil) annually
 - Estimated project savings (Therms of propane) annually
 - Estimated project savings (gallons of water) annually
 - Estimated project savings (gallons of kerosene) annually
 - Estimated project savings (tons of wood) annually
- Process Metric: 1b. Energy management systems installed [residential]
 - Metrics Collected:
 - Number of energy management systems installed
 - Square footage of buildings with systems installed (ft²)
- Process Metric: 1c. Water conservation retrofits made [residential]
 - Metrics Collected:
 - Number of water management systems installed
 - Number of water conservation retrofits completed

SHARE No.25-521-0300-0150
City of Las Cruces

- Process Metric: 1d. Fuel switching [by fuel type] before and after retrofit
 - Metrics Collected:
 - Number of buildings where primary fuel type changed
- Process Metric: 1e. Realized Reduction in electricity consumption [sector] (kWh/year)
 - Metrics Collected:
 - Reduction in electricity consumption (kWh/year)
- Process Metric: 1f. Realized Reduction in fuel oil consumption [residential] (gallons/year)
 - Metrics Collected:
 - Reduction in fuel oil consumption (gallons/year)
- Process Metric: 1g. Realized Reduction in natural gas consumption [residential] (Therms/year)
 - Metrics Collected:
 - Reduction in natural gas consumption (Therms/year)
- Process Metric: 1h. Realized reduction in propane consumption [residential] (Therms/year)
 - Metrics Collected:
 - Reduction in propane consumption (Therms/year)
- Process Metric: 1i. Realized Reduction in kerosene consumption [residential] (gallons/year)
 - Metrics Collected:
 - Reduction in kerosene consumption (gallons/year)
- Process Metric: 1j. Realized reduction in wood consumption [residential] (tons/year)
 - Metrics Collected:
 - Reduction in wood consumption (tons/year)
- xiv. Metric Area: Energy Audits
 - Process Metric: 8a. Energy audits [residential]
 - Metrics Collected:
 - Number of investment audits grade (IGAs) performed
 - Square footage of IGAs performed (ft²)
 - Number of building energy audits performed
 - Square footage of building energy audits performed (ft²)
- xv. Metric Area: Training and Education/Technical Assistance
 - Process Metric: 9a. Education, outreach, and training conducted
 - Metrics Collected:
 - Number of workshops, training, and education sessions held
 - Number of people attending workshops, training, and education sessions
 - Process Metric: 9b. Energy management staff hired - Full time equivalent
 - Metrics Collected:
 - Number of sustainability officers or energy managers hired (FTE)
 - Process Metric: 9b. Subrecipient staff hired - Full time equivalent
 - Metrics Collected:
 - Number of energy workers/construction staff hired (FTE)

SHARE No.25-521-0300-0150
City of Las Cruces

- Process Metric: 9c. Information contacts (e.g., webinars, site visits, media fact sheets) in which energy efficiency or renewable energy measures were recommended, by sector
 - Metrics Collected:
 - Number of information contacts (e.g., webinars, site visits, media fact sheets) in which energy efficiency or renewable energy measures were recommended
 - Number of Households in which energy efficiency or renewable energy measures were recommended
 - xvi. Metric Area: 11. Community and Stakeholder Engagement
 - Process Metric: 11a. Community and Stakeholder Engagement
 - Metrics Collected:
 - Number of community engagement events (virtual and in person)
 - Number of community members or stakeholders engaged (total number of attendees across all events)
 - Number of community members or stakeholders engaged that are from communities of interest (i.e., disadvantaged, rural, fossil energy, or Tribal communities) (attendees from communities of interest, across all events)
8. **FUNDS**
- xvii. EECBG BIL grant (all funds in the approved budget)
 1. Federal \$617,425.00
 2. Total (Federal) \$617,425.00

SUBPART III. SCOPE

1. **PROJECT DETAILS**

Target population:

1. disadvantaged households in the City of Las Cruces, primarily within the 5 square miles of an area known as the infill area.

i. Housing type:

1. Variable, single family home

ii. Proposed Energy Conservation Measures (ECMs):

- Electric Panel Upgrade to 200 Amps
- High Efficiency Air Source Heat Pump
- High Efficiency Heat Pump Water Heater
- EnergyStar Windows (Average 10 windows per home)
- EnergyStar Doors (Average 3 exterior doors per home)
- Residential Safety Measures
 - Smoke Alarm,
 - CO Detector,
 - Kitchen Fire Extinguisher
- Priority appliance replacements
 - Energy Star Refrigerator,
 - Energy Star Dishwasher,
 - Energy Star Clothes Washer

- Energy Star Clothes Dryer,
 - Energy Star Induction range
 - LED lighting
 - Water tank insulation
 - Water heater pipe insulation
 - Air sealing
 - weather stripping
 - window caulking
 - Duct sealing
 - Attic insulation
 - Programmable thermostat or smart thermostat
- Number of homes: 60-75

SUBPART IV. ENERGY EFFICIENCY CONSERVATION STRATEGY

1. Does your local government have existing energy efficiency and conservation or related goals?

a. Yes

i. What goals do you have? (check all that apply)

1. GHG reduction goal ☒

a. Specific goal (e.g., 80% GHG reduced from 1990 levels) ____ There are two standing goals for GHG emission reductions of 19% or greater of 2018 baseline.

b. By what year? (e.g., 2050) ____ There are two standing goals for GHG emission reductions of 19% or greater of 2018 baseline by 2030 and reductions of 73% or greater of 2018 baseline by 2050.

2. Energy use reduction goal ☒

a. Specific goal ____ Approximately 38 percent of greenhouse gas emissions in Las Cruces come from using electricity and natural gas in commercial and residential buildings. Building greenhouse gas emissions are reduced when occupants practice energy efficiency and use renewable energy. Targets for this sector include:

- Expand residential energy efficiency programs by 18 percent of 2018 baseline
- Reduce commercial building energy use by 30 percent of 2018 baseline
- Reduce energy usage in municipal buildings through efficiency and demand management by 25 percent of 2018 baseline

b. By what year? ____ Expand residential energy efficiency programs by 18 percent of 2018 baseline by 2030 and 65 percent of 2018 baseline by 2050.

SHARE No.25-521-0300-0150
City of Las Cruces

- Reduce commercial building energy use by 30 percent of 2018 baseline by 2030 and 75 percent of 2018 baseline by 2050.
- Reduce energy usage in municipal buildings through efficiency and demand management by 25 percent of 2018 baseline by 2030 and 75 percent of 2018 baseline by 2050.

3. Clean energy use goal ☒
 - a. Specific goal 11% (2030) 28% (2050)
 - b. By what year? 2030 (11%) 2050 (28%)
4. EV adoption goal ☒
 - a. Specific goal 7% proportion of registered vehicles that are EVs in 2030, 36% 2050
 - b. By what year? 2030 (7%) and 2050 (36%)
5. Job creation goal ☐
 - a. Specific goal The Entity is working with a number of local workforce development partners to improve local training, workforce conditions, and professional development. Funding availability for this portion of the project is still being solidified, but positive outcomes are expected with existing partnerships. The Entity will continue to evaluate and improve program offerings as dynamic partnerships evolve, and expected funding is confirmed.
 - b. By what year? _____
6. Job quality goal ☐
 - a. Specify goal _____
 - b. By what year? _____
7. Other ☐
 - a. Specific goal _____
 - b. By what year? _____

- ii. No, Our local government does not have an existing goal, but we are selecting the following goal as part of our strategy. ☐
(May select more than one option. *If you select option 5, you must also select from options 1-4 or option 6.)
 1. Carbon neutrality by 2050 or sooner
 2. Reduce energy use by 50% by 2050 or sooner

SHARE No.25-521-0300-0150
City of Las Cruces

3. 100% carbon-free energy use by 2050 or sooner
 4. 80% EV adoption by 2050 or sooner
 5. Pay prevailing wages for all construction and maintenance projects by 2025*
 6. Other
-
-
-
-

2. Does your local government have an existing plan or strategy document (e.g., *climate action plan*, *energy conservation plan*, *comprehensive energy plan*, etc.) to reduce energy use, increase energy efficiency, reduce emissions, or train workers for high-quality energy efficiency jobs?

a. Yes ☒

i. Please attach/submit/link your plan Las Cruces Climate Action Plan
(<https://www.lascruces.gov/wp-content/uploads/2024/06/LC-Climate-Action-Plan-Report-July-2020.pdf>)

ii. Do you intend to update your plan in the next two years?

1. Yes ☒

a. Are you planning to use any of your EECBG Program funds to update your plan?

i. Yes

ii. No ☒

b. What updates do you intend to make to your plan?

b. No ☐

i. Please briefly describe your strategy to achieve your goals listed in Question 1.

3. Are you planning to use a blueprint? (<https://www.energy.gov/scep/energy-efficiency-and-conservation-block-grant-program-blueprints>)

a. Yes ☐

i. Which one(s)?

SHARE No.25-521-0300-0150
City of Las Cruces

1. Energy Planning ☐
2. Energy Efficiency
 - a. Energy Efficiency: Building Audits and Retrofits, including grid interactivity and electrification ☐
 - b. Energy Savings Performance Contracts for Efficiency & Electrification in Municipal Buildings ☐
 - c. Building Efficiency & Electrification Campaign ☐
 - d. Building Performance Standards for Existing Buildings and Stretch Codes for New Construction ☐
3. Renewables
 - a. Solar (and battery storage) Power Purchase Agreement (PPA) ☐
 - b. Community Solar ☐
 - c. Solarize Campaign ☐
 - d. Renewable Resource Planning for Communities ☐
4. Transportation
 - a. Electric Vehicles for Municipal Fleets ☐
 - b. EV Charging Infrastructure for the Community ☐
5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs ☐
6. Workforce Development ☐

ii. How does the blueprint help you meet your strategy/goals?

b. No ☒

i. What category of work do you plan to apply your EECBG Program funds to?
(Check all that apply)

1. Strategy development
 - a. Developing goals
 - b. Developing measures to track progress
 - c. Providing annual reporting on goals
2. Technical consultant services to assist in strategy development
3. Building energy audits
 - a. Residential ☐
 - b. Commercial
 - c. Industrial
 - d. Municipal
4. Financial programs
 - a. Loan programs
 - b. Performance contracting programs
 - c. Rebates/grants
 - d. Incentives
 - e. Other

5. Energy efficiency retrofits
 - a. Residential ☒
 - b. Commercial
 - c. Industrial
 - d. Municipal
6. Energy efficiency and conservation programs for buildings and facilities
 - a. Residential ☐
 - b. Commercial
 - c. Industrial
 - d. Municipal
7. Transportation Programs
 - a. Electric vehicle planning
 - i. Municipal
 - ii. Communitywide
 - b. Purchasing of electric vehicles
 - c. Installation of electric vehicle chargers
 - i. Municipal
 - ii. Communitywide
 - d. Use of flex time by employers
 - e. Satellite work centers
 - f. Zoning guidelines or requirements that promote energy efficient development
 - g. Infrastructure, such as bike lanes and pathways and pedestrian walkways
 - h. Synchronization of traffic signals
 - i. Public transit system improvement investments
 - j. Other
8. Building codes and inspections
 - a. Updating building codes
 - b. Improving enforcement/compliance with building codes
 - c. Building performance standards
 - d. Other
9. Energy distribution technologies for energy efficiency
 - a. Distributed resources
 - b. District heating and cooling systems
 - c. Other
10. Material conservation programs
 - a. Source reduction
 - b. Recycling
 - c. Composting
 - d. Sustainable procurement
 - e. Other
11. Reduction and capture of methane and other greenhouse gases generated

- a. Landfills
 - b. Wastewater treatment facilities
 - c. Other
12. Traffic signals and street lighting upgrades
13. Renewable energy on government buildings
- a. Solar
 - b. Wind
 - c. Fuel cells
 - d. Biomass
14. Programs for financing, purchasing, and installing energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure)
15. Other (*requires approval*)
-

- ii. How will your use of funds help your unit of government meet its strategy/goals?

This use of funds will help the City achieve its energy goals to reduce community-wide emissions by 15 percent through increased building energy efficiency by 2050. Specifically, by expanding residential energy efficiency programs and decarbonization. It will help Las Cruces meet its 6% goal to convert residential buildings to all electric by 2030 and 75% by 2050

- iii. Provide a brief description of your project(s)?

The need to transition to clean energy technologies and prepare for extreme weather events has become a global priority. Understanding who benefits from new technologies and workforce developments and suffers from natural disasters, pandemics, and stranded assets are critical to shaping a just transition. Weatherization and energy efficiency programs available in that area have not considered these questions leaving service gaps, safety, and health issues unaddressed when residents do not qualify for or have not been assisted by programs. Almost 85 % of homes in the urban center were built before the 1970's when cinderblock construction with minimal energy efficiency measures was the norm. Record-breaking extreme heat events with 100°F and 105°F days are projected to become more frequent and last much longer in Las Cruces. There will be many more hours per year when air conditioning is required and evaporative coolers - the most common system used in the region - will become less effective. Decade old natural gas appliances for cooking, water, and heating contribute unhealthy pollutants that aggravate chronic respiratory illnesses. The clean energy transition offers many opportunities to redress these unfair practices with workforce creation, the efficiencies of new technologies, and lower operating/utility costs for residents. This project will address the urgent thermal safety and affordability issues of low- and moderate-income (LMI) households through weatherization and electrification of existing

homes in anticipation of extreme weather events. _____

4. Local governments must coordinate and share information with the State in which the eligible local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under the EECBG Program. Have you coordinated and shared your planned activities with your State?

a. Yes ☒

i. Please describe how you plan to coordinate with your State

We regularly coordinate with the state's HER and HEAR programs, conducting monthly check-ins to explore how we can align and maximize these incentives alongside our other funding sources. This ongoing collaboration also helps us identify opportunities to coordinate with similar programs that ECAM is developing, ensuring we effectively leverage resources across initiatives. _____

We will strategically plan projects for the foreseeable future and will be able to coordinate and organize the details to present to the state.

5. Local governments must take into account any plans for the use of funds by adjacent eligible local governments that receive grants under the EECBG Program. Have you taken into account how adjacent eligible units of local governments plan to use their funds?

a. Yes ☒

Part B. _____

1. Do you plan to collaborate with other eligible units of government?

a. Yes, we are going to form a team and apply through a joint application

i. List the names of the units of government

1. Which unit of government is serving as the lead applicant?

ii. Please describe what your team plans to work on together

b. Yes, we are going to informally collaborate ☐

i. List the names of the units of government

SHARE No.25-521-0300-0150
City of Las Cruces

Please describe your planned collaboration

c. We are not yet sure if we are going to collaborate with others ☐

d. No ☒ ☐

2. Are you planning to partner with other organizations including utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations for your project?

a. Yes ☒

i. Please list your partners _____

- Doña Ana Communities United (DACU)
- Community Action Agency of Southern NM (CAASN)
- Las Cruces Partnership of Community Schools (LCPCS)
- Community Members
- Doña Ana Community College (DACC)
- New Mexico Department of Workforce Solutions
- Construction Small Businesses
- Collaborative Climate LLC
- SW Regional Housing and Community Development Corporation
- Sustainable Engineering LLC
- Las Cruces Economic Development Department

ii. _____

b. No

3. Have you engaged local stakeholders (such as utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations) in the development of your plan and/or how you intend to use your EECBG Program allocation?

a. Yes ☒

b. No

4. Will this EECBG Program funding help you to access additional sources of funding?

a. Yes ☒

i. What kind? (Check all that apply)

1. Local government
2. State government

3. Federal government ☒
 4. Philanthropic ☒
 5. Private sector
 6. Other
- b. No
- i. Would you like assistance in identifying other sources of funding?
 1. Yes ☒
 2. No ☐
5. Do you anticipate needing support for your project development/implementation?
- a. Yes ☒
 - i. What kind? (*Check all that apply*)
 1. Policy, planning and program design ☒
 2. Retrofits ☒
 3. Engineering and modeling
 4. Stakeholder engagement
 5. Program administration and implementation support
 6. Outreach, education and advertising
 7. Other ☒
 - ii. No ☐
6. Do you anticipate the project(s) you use this funding for will continue after the EECBG Program funding period?
- a. Yes ☒
 - i. Describe how the project(s) have been designed to ensure that it sustains benefits beyond the EECBG Program funding period. We have applied for Municipal Investment Fund planning dollars through ICLEI-Local governments for Sustainability to develop flexible financing solutions that support the long-term scalability of the program like establishing scalable financial products—Inclusive Utility Investments, Low-Interest Decarbonization Loans, and Solar Lending and Leasing Solutions to address key barriers for low-to-moderate income households. By engaging private capital providers and building strong partnerships, along with workforce development efforts, the program ensures ongoing investment, job growth, and community resilience well into the future. In addition, we are pursuing local funding options, including securing revenue through a franchise fee, to ensure sustained funding beyond the EECBG Program period
 - b. No ☐
 - i. What would help you to continue? (check all that apply)
 1. Local sustainable financing ☐
 2. Public and local political support ☐
 3. Staff capacity ☐

SHARE No.25-521-0300-0150
City of Las Cruces

4. Other ☐

7. How do you intend for your project(s) to benefit disadvantaged communities?¹
(check all that apply)

a. Benefits include (but are not limited to) measurable direct or indirect investments or positive project outcomes that achieve or contribute to the following in disadvantaged communities:

- i. A decrease in energy burden² ☒
- ii. A decrease in environmental exposure and burdens ☒
- iii. An increase in access to low-cost capital ☒
- iv. An increase in job quality (including paying prevailing wages for construction and maintenance projects by 2025) ☒
 - i. ¹4.2 - https://www.energy.gov/sites/default/files/2023-01/IJA%20%2840552%29%20EECBG%20Program_Application%20Instructions.pdf
 - ii. ²https://iejusa.org/glossary-and-appendix/#glossary_of_terms
- v. An increase in clean energy enterprise creation and contracting (e.g., *minority owned or disadvantaged business enterprises*) ☐
- vi. An increase in clean energy jobs, job pipeline, and job training for individuals from disadvantaged communities ☐
- vii. An increase in parity in clean energy technology access and adoption ☐
- viii. An increase in energy democracy ☐
- ix. Other ☐

1. Please explain

Numbers v. and vi. could apply depending on the outcomes from our funding sources for Energy Futures Grant.

8. How will your strategy support the goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities?

The City of Las Cruces (CLC), New Mexico with six multijurisdictional partners is committed to advancing a braided set of goals to: 1) address inequitable practices and policies to ensure stakeholders receive opportunities for a clean, just energy transition; 2) reduce residents' energy transition cost burdens by applying existing (and future) incentives; 3) promote the electrification of home cooling, heating, and water systems; 4) ensure stakeholders' comfort and safety during extreme heat events; and 5) develop local workforce cohorts that ensure 'high road' opportunities.

This approach contributes directly to the nation's goals of building decarbonization, clean energy job creation and energy justice. Measurable results will include transformative shifts in skilled workforce deployment, market driven retrofits, prioritizing energy affordability, and

creating equitable access pathways to inclusive and financially sustainable turnkey retrofit programs and the mobilization of a clean energy workforce.

Aged, energy inefficient housing coupled with extreme heat and low-income families have exacerbated health and safety issues for DACs. Current retrofit programs do not provide comprehensive retrofit services, lack sufficient funding, and pose access barriers. The only two existing LC programs providing comprehensive services reach 50 homes per year (out of 7,362). These households spend an average of 11.6% monthly on utilities which jeopardizes their capacity to meet other basic needs. A primary project objective is to develop and implement retrofit programs that will alleviate energy burdens, provide comprehensive and equitable access to clean energy technologies, and ensure thermal comfort and safety during extreme heat events. _____

ATTACHMENT 2: Energy Conservation Measure Improvements

Energy Conservation Measure (ECM) improvements will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety (H&S) measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality, and equipment or electrification upgrades. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities. The following provisions are included to ensure the successful execution of projects.

A. Entity shall implement ECMs in an order that prioritizes greatest savings (e.g. sealing the building envelope prior to heat pump installation). Entity shall follow the U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) guidelines regarding prioritizing measures (air sealing, duct sealing outside the thermal boundary, and thermal boundary insulation [attic, wall, floor or belly, foundation, sill, etc.]) and installing in order of savings to investment Ratio (SIR) the ECMs and related H&S and incidental repairs measures (SIR calculation = $(\text{Annual \$ savings} \times \text{Expected Usage Lifetime (EUL)}) \div (\text{Initial \$ cost})$). EUL durations can be found at: <https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf> (see also: Attachment 2, Subpart A: Allowable Default ECM Lifetimes).

B. ECM improvements for residential housing units may include, but are not limited to: envelope upgrades; air sealing; duct sealing; insulation installation; EnergyStar windows; EnergyStar doors; LED lighting; water tank insulation and water heater pipe insulation;

- 1) cleaning, repair or replacement of heating and cooling systems;
 - i. Heating systems
 - a. Replacement or installation of secondary heating systems are not allowed.
 - b. Use proper sizing protocols according to Manual J, State approved sizing protocols, NEAT/MHEA outputs, etc.
 - c. High efficiency air source heat pumps. (Cold climate rated units as appropriate for climate zone).
 - ii. Cooling systems
 - a. Replacement or installation of secondary cooling systems are not allowed.
 - iii. Ensure no bill increase
 - a. Replace existing electric units or fuel switch from propane
- 2) prioritized appliance repair or replacement:
 - i. Clean or repair baseload appliances/fixtures, as well as (in no particular order);
 - ii. High efficiency heat pump water heaters,
 - a. Household should have a minimum of 3 persons.
 - b. New units should have an EF of 3.0 or higher.
 - c. Replace only electric resistance water heaters.

SHARE No.25-521-0300-0150
City of Las Cruces

- d. Cost is limited to \$1,750.
 - e. Thermostat set to 120 degrees maximum.
 - f. Include water heater blanket, pipe insulation (as appropriate).
 - iii. EnergyStar refrigerator, cost is limited to \$900.
 - a. Must have automatic defrost, top freezer preferred. May be no more than 2 cubic feet larger than existing refrigerator.
 - iv. EnergyStar dishwasher, cost is limited to \$525.
 - v. EnergyStar clothes washer, cost is limited to \$675.
 - vi. EnergyStar clothes dryer, cost is limited to \$700.
 - a. Heat pump clothes dryer cost is limited to \$840.
 - vii. EnergyStar oven/range, cost is limited to \$1000
 - a. New units may only have a single oven, induction ranges must not increase spending for participant
 - viii. Programmable/smart thermostats, cost is limited to \$150.
- 3) incidental repairs; cost is limited to \$1000 per unit. Allowable items include, but are not limited to:
- i. Sealing of cracks
 - ii. Weather-stripping, caulking, hole patching.
 - iii. Installation of door sweeps
 - iv. Repair and replacement of thresholds
 - v. Repair and replacement of fireplace dampers.
 - vi. Repair or replacement of broken glass in window
 - vii. Exterior door repair
 - viii. Repair of building envelope to maintain the integrity of ECMs
 - ix. Low-flow showerheads diverter replacement or fixture repair.;
 - x. Electrical repair for lighting retrofits;
- 4) residential Health and Safety (H&S) measures, cost is limited to 20% average cost per unit. Allowable items include, but are not limited to:
- i. Safety devices: smoke and carbon monoxide alarms, fire extinguishers
 - ii. Heating and cooling system safety checks;
 - iii. Asbestos
 - a. In siding, walls, ceilings, etc., in vermiculite, on pipes, furnaces, and other small-covered surfaces
 - b. General abatement of asbestos siding or replacement with new siding is not an allowable H&S cost
 - iv. Biologicals and unsanitary conditions
 - v. Building structure and roofing
 - vi. Code compliance
 - vii. Combustion gases
 - viii. Unsafe electrical
 - ix. Formaldehyde, volatile organic compounds (VOCs), flammable liquids, other air pollutants
 - x. Fuel leaks
 - xi. Hazardous materials disposal
 - xii. Injury prevention of occupants and project workers
 - xiii. Lead based paint
 - xiv. Mold and moisture

- xv. Radon
- xvi. Ventilation and indoor air quality
- xvii. Window and door replacement, window guards
 - a. Storm windows
 - b. Window coverings
 - 1. Purchase of new window guards not allowed

C. ECM improvements do not include installations of new roofs or photovoltaic solar (the CEED Program follows the DOE Weatherization Assistance Program determination that roof replacements and repairs are not energy saving measures (<https://www.energy.gov/sites/prod/files/2019/09/f66/WPN-19-5.pdf>)). Electrical fuse box/panel upgrades or installations are not included unless accompanied by an approved priority appliance installation. ECM improvements do not include replacement of functional, new (purchased within the last 10 years) appliances.

D. All ECMs and replacement units must meet safety guidelines. Under no circumstance should retrofit work that would exacerbate health and safety problems, for either the occupant or the worker, proceed.

- 1) All applicable State and local (or Authorities Having Jurisdiction (AHJ)) codes must be followed, and manufacturer approved materials and instructions must be used while installing any ECM.
 - i. Workers shall know when the AHJ requires a licensed professional to perform a certain task.

E. Replacement appliances shall comply with the minimum standards of energy efficiency for major appliances established by the National Appliance Energy Conservation Act (NAECA) of 1987.

- 1) Disposal according to applicable State and Federal laws, as appropriate. For Entities that contract out replacement and disposal to third-party contractors, Entities are responsible for obtaining assurances from the third-party contractor that these items were disposed of according to applicable State and Federal laws, as appropriate.

F. All activities carried out with CEED Program funding must meet the objectives of the program (in addition to meeting the list of eligible activities specified above) ensuring energy bill totals do not increase and ensuring cost limitations are followed. Beneficial electrification or fuel switching measures may be installed as part of the retrofit process but must follow those parameters.

G. The term 'retrofit' is used as 'rehabilitation' implies improvements beyond the scope of an energy efficiency program. Unallowable rehabilitation activities include but are not limited to: creating additions or accessory units, changing floor plans, finishing attics and basements, repairing or replacing plumbing or electrical systems, completing kitchen and bathroom remodeling, renovating or constructing a garage, or installing new roofing/gutters/siding/etc., or major roof repairs.

SUBPART A

Maximum Lifetimes of Energy Conservation Measures

Table: Allowable Default ECM Lifetimes

<https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf>

#	Measure Type	Measure Name	Life (yr.)
1	Building Insulation	Attic insulation: blown in and batt	30
2	Building Insulation	Attic insulation: all other types	20
3	Building Insulation	Sill box insulation	20
4	Building Insulation	Foundation wall insulation	20
5	Building Insulation	Slab insulation	20
6	Building Insulation	Floor insulation: loose and batt types installed in fully enclosed air-tight cavities, and rigid insulation	30
7	Building Insulation	Floor insulation: all other types including loose and batt not installed in fully enclosed air-tight cavities	20
8	Building Insulation	Wall insulation: dense pack insulation, rigid insulation and full-cavity batt insulation in fully enclosed air-tight cavities	30
9	Building Insulation	Wall insulation: all other types	20
10	Building Insulation	Kneewall insulation: loose and batt types installed in fully enclosed air-tight cavities, and rigid insulation	30
11	Building Insulation	Kneewall insulation: all other types including loose and batt types not installed in fully enclosed air-tight cavities	20
12	Building Insulation	Duct insulation	20
13	Building Insulation	Manufactured home skirting	10
14	Building Insulation	White roof coating	7
15	Building Insulation	Radiant barrier	15
16	Ducts/Infiltration	Whole house air sealing	10
17	Ducts/Infiltration	Duct sealing	10
18	Doors and Windows	Storm window	15
19	Doors and Windows	Window replacement	20
20	Doors and Windows	Door replacement	20
21	Doors and Windows	Storm door	10

SHARE No.25-521-0300-0150
City of Las Cruces

22	Doors and Windows	Window shading: awning	10
23	Doors and Windows	Sun screen: fabric or screen	10
24	Doors and Windows	Sun screen: louvered	15
25	Doors and Windows	Window film	15
26	HVAC Systems	Thermal vent damper	10
27	HVAC Systems	Electric vent damper	10
28	HVAC Systems	Intermittent Ignition Device (IID)	10
29	HVAC Systems	Electric vent damper and IID	10
30	HVAC Systems	Flame retention burner	10
31	HVAC Systems	Heating system tune up	3
32	HVAC Systems	Heating system replacement: fossil fuel fired furnaces and boilers, standard and condensing	20
33	HVAC Systems	Heating system replacement: all other heating systems except heat pumps	18
34	HVAC Systems	Smart/programmable thermostat	15
35	HVAC Systems	Air conditioner tune up	3
36	HVAC Systems	Air conditioner replacement	15
37	HVAC Systems	Evaporative cooler	15
38	HVAC Systems	Heat pump replacement	15
39	Baseloads	Lighting retrofit: fluorescent and compact fluorescent	(Note 1)
40	Baseloads	Lighting retrofit: LED	(Note 2)
41	Baseloads	Lighting retrofit: halogen	(Note 3)
42	Baseloads	Refrigerator replacement	15
43	Baseloads	Water heater tank insulation	13
44	Baseloads	Water heater pipe insulation	13
45	Baseloads	Low flow showerhead	15
46	Baseloads	Water heater replacement	13
47	Baseloads	Water heater setpoint reduction	13
48	Solar	Solar PV installations	20

Notes

- 1. 10,000 hours
- 2. 30,000 hours
- 3. 4,000 hours

ATTACHMENT 3: Special Terms and Conditions

**Energy Efficiency and Conservation Block Grant
U.S. Department of Energy**

New Mexico Energy Minerals & Natural Resources Department ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

SUBPART A

General Provisions**Term 1. Legal Authority and Effect**

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable,

SHARE No.25-521-0300-0150
City of Las Cruces

including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IJIA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation

SHARE No.25-521-0300-0150
City of Las Cruces

Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at <https://www.page.energy.gov/default.aspx>.
9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance

SHARE No.25-521-0300-0150
City of Las Cruces

Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000647."
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE

SHARE No.25-521-0300-0150
City of Las Cruces

Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

SHARE No.25-521-0300-0150
City of Las Cruces

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

SHARE No.25-521-0300-0150
City of Las Cruces

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

SUBPART B.

Financial Provisions

SHARE No.25-521-0300-0150
City of Las Cruces

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs**A. Indirect Cost Allocation:**

The Recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all Federal awards through the Recipients fiscal year end 2024. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the Recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

B. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures**A. Method of Payment**

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance

SHARE No.25-521-0300-0150
City of Las Cruces

payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

SHARE No.25-521-0300-0150
City of Las Cruces

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable Indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

SUBPART C.

Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a

SHARE No.25-521-0300-0150
City of Las Cruces

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

- i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."*
- ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

SHARE No.25-521-0300-0150
City of Las Cruces

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award. The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and

unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departement-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

SHARE No.25-521-0300-0150
City of Las Cruces

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (subpart A which is referred to as the "Common Rule"), and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through

investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

SUBPART D.

Bipartisan Infrastructure Law (BIL)-specific requirements**Term 43. Reporting, Tracking and Segregation of Incurred Costs**

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid

SHARE No.25-521-0300-0150
City of Las Cruces

wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic

submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement—means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

SHARE No.25-521-0300-0150
City of Las Cruces

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

SHARE No.25-521-0300-0150
City of Las Cruces

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is "non-available" is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver ("non-availability") has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide² should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization

² See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec>
Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>

SHARE No.25-521-0300-0150
City of Las Cruces

or government regarding the potential collaboration or negotiating the terms of any potential agreement.

- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

Term 50. Penalties

- a. Failure to follow any of the program guidelines or the provisions laid out in this Agreement can result in EMNRD imposing specific grant requirements or taking one or more of the following actions:
 - i. temporary withholding of payments until Entity takes corrective action;
 - ii. dis-allowance of costs for all or part of the activity associated with the noncompliance of the Entity;
 - iii. suspension or termination of the grant in part or in its entirety;
 - iv. debarment or suspension of the Entity;
 - v. withholding of further funds from EMNRD; or any and all other legal remedies.

ATTACHMENT 4: Certifications and Assurances

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

SUBPART A

INTELLECTUAL PROPERTY PROVISIONS (NRD-821) Nonresearch and Development

Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).

SHARE No.25-521-0300-0150
City of Las Cruces

SUBPART B

AUTHORIZED APPLICANT ASSURANCE

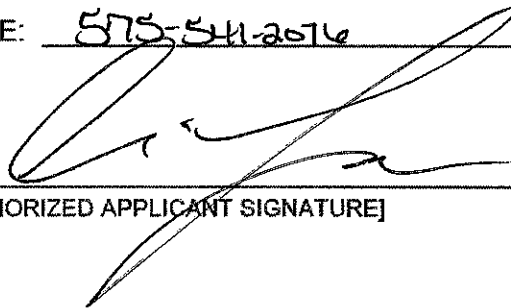
6/6/2025 (Date)

U.S. Department of Energy

Ref: Energy Efficiency and Conservation Block Grant - DE- FOA-0002882 CDFA Number
81.128

Please consider this letter as certification that Ikani Taumoepeau
City Manager (enter name and title) has been appointed to represent the
City of Las Cruces (enter Government Entity) and is the contact for
the City of Las Cruces (enter Government
Entity's Receiving Agency) which is authorized to receive funds and implement the Energy
Efficiency and Conservation Block Grant Program for the above referenced grant. The
contact information is below:

NAME: IKANI TAUMOEPEAU.
EMAIL: itaumoepeau@lascruces.gov
PHONE: 575-541-2016


[AUTHORIZED APPLICANT SIGNATURE]

SUBPART C

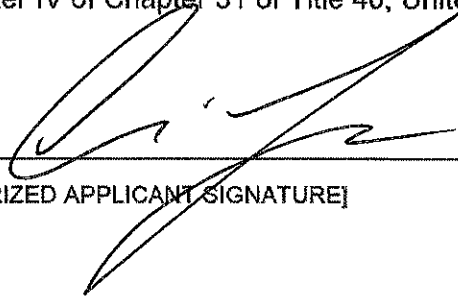
DAVIS-BACON ASSURANCE

6/6/2025 (Date)

U.S. Department of Energy

Ref: Energy Efficiency and Conservation Block Grant - DE- FOA-0002882 CDFA Number
81.128

Please consider this letter written assurance that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Infrastructure, Investment, and Jobs Act will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).



[AUTHORIZED APPLICANT SIGNATURE]

SHARE No.25-521-0300-0150
City of Las Cruces

SUBPART D

**FINANCIAL ASSISTANCE
CERTIFICATIONS AND ASSURANCES
FOR USE WITH SF 424**

Applicant: City of Las Cruces

Solicitation No.: DE - SE0000647

The following certifications and assurances must be completed and submitted with each application for financial assistance.

The name of the person responsible for making the certifications and assurances must be typed in the signature block on the forms.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements

DOE F 1600.5, Assurance of Compliance Nondiscrimination in Federally Assisted Programs

**CERTIFICATIONS REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS;
AND DRUG FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," 10 CFR Part 606 "Governmentwide Debarment and Suspension (Nonprocurement)" and 10 CFR Part 607 "Governmentwide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

SHARE No.25-521-0300-0150
City of Las Cruces

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADDITIONAL LOBBYING REPRESENTATION

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986?

☐ Yes
☒ No

If you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it

☐ has
☐ has not

engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

SHARE No.25-521-0300-0150
City of Las Cruces

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).
- (2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

SHARE No.25-521-0300-0150
City of Las Cruces

- Check if there are workplaces on file that are not identified here. ☐

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

- (1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

5. SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: CITY OF LAS CRUCES

Printed Name and Title of Authorized Representative: IRAN TAUMDEPEAU - CITY MANAGER

SIGNATURE

DATE

Assurance of Compliance Nondiscrimination in Federally Assisted Programs

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR 422 - GTN, Paperwork Reduction Project (1900-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1900-0400), Washington, DC 20503.

CITY OF LAS CRUCES

(Hereinafter called

the "Applicant")

HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and

SHARE No.25-521-0300-0150
City of Las Cruces

Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form, however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following:

(1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, building, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the

SHARE No.25-521-0300-0150
City of Las Cruces

Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representation and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signature appears below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Designated Responsible Employee

Gabriela H. Prats
Name and Title (Printed to Typed)
[Signature]
Signature

575 541 - 2430
Telephone Number
6/6/2025
Date

IKani Taumoepeau
Applicant's Name and Title
[Signature]
Signature

575 541 - 2076
Telephone Number
6/6/2025
Date

Authorized Official:
President, Chief Executive Officer or Authorized Designee

IKANI TAWMOEPEAU - CITY MANAGER
Name and Title (Printed to Typed)
[Signature]
Signature

575 541 - 2076
Telephone Number
6/6/25
Date

SHARE No.25-521-0300-0150
City of Las Cruces

SUBPART E

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046 (See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract <u>b. grant</u> c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application <u>b. initial award</u> c. post-award	3. Report Type: <u>a. initial filing</u> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Tier _____, if known : Prime Subawardee Congressional District, if known : <u>NM -2</u>	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: <u>ENMRD - ECAM</u> <u>1220 S. St. Francis DR.</u> <u>SANTA FE, NM 87505</u> Congressional District, if known :	
6. Federal Department/Agency: <u>U.S. DEPT. OF ENERGY</u>	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant b. Individuals Performing Services (including address if (if individual, last name, first name, MI): different from No. 10a) (last name, first name, MI): <u>O'DONNELL, JOHN R.</u> <u>PAGONIS, KYRIAKOS</u> <u>MMO PARTNERS</u> <u>101 CONSTITUTION AVE NW STE 825E</u> <u>WASHINGTON D.C 20001</u>		

SHARE No.25-521-0300-0150
City of Las Cruces

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>IVAN TAUMOEPEAL</u> Title: <u>CITY MANAGER</u> Telephone No.: <u>575-541-2076</u> Date: <u>6/10/25</u>
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete All items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB)

SHARE No.25-521-0300-0150
City of Las Cruces

number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046.

SUBPART F

NATIONAL ENVIRONMENTAL PROTECTION ACT (NEPA) STATEMENTS OF
WORK

Statement of Work for Non-tribal Energy Efficiency and Conservation Block Grant (EECBG) Applicants with a Historic Preservation Programmatic Agreement¹ (PA) for Projects with No Ground Disturbing Activities

Check applicable boxes. Note-All boxes must be checked to use this statement of work.

☐	I represent a <u>non-tribal</u> organization.
☐	If my organization funds any activities on tribal lands or tribal properties, I understand those activities would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. My organization would contact the Division/DOE Project Officer for a <i>Historic Preservation Worksheet</i> to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. I understand the DOE NEPA team must review the <i>Historic Preservation Worksheet</i> and notify my DOE/Division Project Officer before I may begin initiating activities reviewed on the <i>Historic Preservation Worksheet</i> .
☐	My organization is proposing <u>no ground disturbing activities</u> .
☐	My organization and proposed activities are located in NM.
☐	I understand I am required to review the NEPA and Historic Preservation training website: www.energy.gov/node/4816816 and contact my DOE/Division Project Officer with any questions before initiating project activities.
☐	I understand I am required to review my/Division <i>NEPA determination</i> (the DOE form that documents DOE's environmental review of project activities) once I have an approved award from the DOE Contracting Officer. I will contact my DOE/Division Project Officer with questions on my award documents.
☐	I understand I am required to review and comply with the requirements and restrictions of my <i>Historic Preservation Programmatic Agreement</i> found at: https://www.energy.gov/node/812599 once I have an approved award from the DOE Contracting Officer. I will contact my DOE/Division Project Officer with questions on my award documents.
☐	I understand I am required to submit an annual <i>Historic Preservation Report</i> in the <i>Performance and Accountability for Grants in Energy system (PAGE)</i> .

SHARE No.25-521-0300-0150
City of Las Cruces

☐	I understand if I propose activities not listed below, I must contact the Division who will review the proposal for program eligibility. Additional NEPA review will be required including the possible submission of an <i>Environmental Questionnaire 1</i> form (EQ1). I will not initiate any activities without approval from EMNRD/DOE.
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¹ Determine if your project is located in a jurisdiction with a *Historic Preservation Programmatic Agreement* by checking this website: <https://www.energy.gov/node/812599>.

By signing below, City of Las Cruces (enter Applicant organization) provides assurance that it shall only fund projects (including subgrants) that fall within the Blueprints and Additional Activities listed below and will follow all restrictions defined below.

Blueprints and Additional Activities:

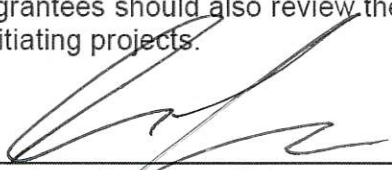
All proposed project activities and equipment funded from *Administrative and Legal Requirements Documents* (ALRD), and all proposed project activities and equipment funded under *Financial Incentive Programs*, must be listed below. Activities and equipment not listed below would require submission of an *Environmental Questionnaire 1* form (EQ1).

This Statement of Work is organized around EECBG Program Blueprints. Applicants that plan to use a Blueprint should identify their selected Blueprint number and ensure that their proposed activities align with this Statement of Work. Applicants that do not plan to use a Blueprint may find that their proposed activities are covered under one of the Blueprint headers or the "Additional Activities" section. Please review each item carefully to determine if proposed activities are included in this Statement of Work.

Blueprints	
Blueprint #1: Energy Planning	Activities limited to: a. Stakeholder engagement, education, and outreach. b. Energy data collection to assist in reducing fossil fuel emissions, reducing total energy use, or improving energy efficiency, including to establish a baseline. c. Development of an energy vision, goals, and strategies. d. Writing, adopting, and/or publicizing an energy plan. e. Development of energy efficiency and conservation strategies, project-specific plans that may require feasibility studies, preparation of preliminary project design, outreach, and technical support to state agencies, local governments, and affected stakeholders. f. Development and implementation of programs and strategies to encourage energy efficiency and renewable energy such as policy development and stakeholder engagement.
Blueprint #2A: Funding commercially available, energy efficient, grid-interactivity, electrification and renewable energy upgrades	Activities limited to: Funding commercially available, energy efficient, grid-interactivity, electrification and renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to: a. Building energy assessments. b. Energy audits.

Expedited NEPA review based on this NEPA Statement of Work and supporting documents does not preclude DOE from conducting stewardship activities, including audits, and site visits, or from exercising any other rights under the EECBG program.

By signing below, the Applicant, agrees to follow all the statements and restrictions in this document; review and comply with the *NEPA Determination* (included in their Applicant award documents); review the DOE's NEPA and Historic Preservation training website. DOE has developed a NEPA and Historic Preservation training website which contains PowerPoint presentations, sample template documents (including a project *scope of work* and a project *layout*), a Word template of the *Environmental Questionnaire1 (EQ1)*, and an *EQ1 Submission Guide* at www.energy.gov/node/4816816. Applicants are responsible for reviewing these trainings and reviewing the sample documents prior to initiating projects. Recipients must contact their DOE/Division Project Officer with any questions. Subgrantees should also review the NEPA and Historic Preservation training website prior to initiating projects.



Authorized Signature, DateName (Printed or typed): I KANI TAUMOEPEAUTitle (Printed or typed): CITY MANAGEROrganization (Printed or typed): CITY OF LAS CRUCES

SHARE No.25-521-0300-0150
City of Las Cruces

SUBPART G

EECBG PROGRAM INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

SECTION 1: CONTACT & LOCATION INFORMATION

Recipient Name:	City of Las Cruces	Award Number:	DE-SE0000647
UEI:	J3ZLWAZK1X47	DUNS (if applicable):	
Business Officer:	Lesley Doyle Finance Manager	BO Phone Number/ Email:	575-541-2080 l.doyle@lascruces.gov
Principal Investigator (PI):	Jenny Hernandez Sustainability Officer	PI Phone Number/ Email:	575-541-2177 jehernandez@lascruces.gov

A. TYPE OF ORGANIZATION

☒ State subrecipient

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional district(s) for the primary location where the grant will be performed.

Street Address:	700 N. Main St.
City:	Las Cruces,
State:	New Mexico
Zip:	88001

SHARE No.25-521-0300-0150
City of Las Cruces

Congressional District(s):	NH-2
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SECTION 2: FUNDING TYPE ☒ Grant

SECTION 3: BUSINESS ASSURANCES

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

- a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals³ under investigation for or charged with a covered offense⁴?

☐ Yes

☒ No
- b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?

☐ Yes

☒ No
- c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been

³ For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

⁴ For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

convicted of any violations of U.S. export control laws and regulations?

☐ Yes

☒ No

- d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?

☐ Yes

☒ No

- e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?

☐ Yes

☒ No

- f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from receiving Federal Contracts, subcontracts or financial assistance?

☐ Yes

☒ No

- g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?

☐ Yes

☒ No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the [DOE Interim Conflict of Interest Policy](#). As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member

of the project team (i.e., Investigators)?

☒ No

☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the [DOE Interim Conflict of Interest Policy](#) Section V(b)(3).

2. **Organizational Conflicts of Interest⁵.** The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See [DOE Interim Conflict of Interest Policy](#) Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?

☒ No

☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the [DOE Interim Conflict of Interest Policy](#) Section VI.

SECTION 4: PAYMENT INFORMATION

Provide the name, phone number and email for the Payments Contact Person.

1) Payments Contact Person:

3 Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? ☒ Yes ☐ No

If Yes:

⁵ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SHARE No.25-521-0300-0150
City of Las Cruces

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation. ☒ Yes ☐ No

2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) ☒ Yes ☐ No

2b. Has the Recipient undergone a Financial Audit within the last 3 years? ☒ Yes ☐ No

If Yes to either 2a. or 2b.:

- a. A copy of the audit is attached to this form. ☒ Yes ☐ No
b. An electronic copy of the audit was provided with application package.
☐ Yes ☒ No

An electronic copy of the audit can be found at: _____

If audit was not provided, please explain why it has not been completed and/or provided:

3. Recipient's fiscal year end date is 6/30

4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards.

Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail.

(If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency:

Point of Contact:

Phone/Email:

4b. DCAA Contact Information:

DCAA Office:

Point of Contact:

Phone/Email:

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the "Pre-award Accounting System Adequacy Checklist" under CUSTOMERS—> Checklists and Tools.

Question	Yes	No	N/A
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	✓		
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	✓		
b. Identification and accumulation of direct costs by project.	✓		
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)			✓
d. Accumulation of costs under general ledger control.	✓		
e. A timekeeping system that identifies employees' labor by intermediate and final cost objective (i.e., project level, division level).	✓		
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	✓		
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	✓		
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.			✓
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	✓		
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	✓		
4. Is the Accounting System currently in full operation?	✓		

SECTION 7: REPRESENTATION / CERTIFICATION

Certification of the information is required by the organization's authorized representative

- ☒ I certify that I have registered in the System for Award Management (SAM).
- ☒ I certify that I have registered in FedConnect.net in order to receive award documentation.
- ☒ I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.
- ☒ I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- ☒ I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization's written procurement procedures as outlined in "Procurement Standards" 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- ☒ I certify the Recipient:
 - (1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE's Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made

SHARE No.25-521-0300-0150
City of Las Cruces

herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: IKANI. T.
Title: City Mgr.
Signature of Authorized Official: 
Date: 6/6/2025

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: IKANI T.
Title: City Mgr.
Signature of Principal Investigator: 
Date: 6/6/2025

ADDITIONAL INFORMATION

This information will assist in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the "Pre-award Accounting System Adequacy Checklist" under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal

SHARE No.25-521-0300-0150
City of Las Cruces

agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. **It is very important to confirm that you work with the correct office.*