

TIDD BOARD RESOLUTION NO. 15-004

**A RESOLUTION AMENDING TIDD RESOLUTION 14-003 “A RESOLUTION APPROVING A CONTRACT FOR SALE OF IMPROVED REAL ESTATE BETWEEN THE TAX INCREMENT DEVELOPMENT DISTRICT OF THE CITY OF LAS CRUCES AND LAS CRUCES COMMUNITY PARTNERS, L.L.C. TO BUILD A DOWNTOWN CIVIC PLAZA.”**

The TIDD Board is informed that:

**WHEREAS**, the City of Las Cruces Tax Increment Development District (TIDD) entered into a contract with the Las Cruces Community Partners (LCCP) for the construction of the downtown civic plaza through TIDD Resolution 14-003 on June 24, 2014; and

**WHEREAS**, the TIDD approved a final design of the downtown civic plaza through TIDD Resolution 15-003 on March 30, 2015; and

**WHEREAS**, amendments to the contract with LCCP are required in order to accurately represent the decisions made by the TIDD as well as the approved final plat; and

**WHEREAS**, staff and LCCP have submitted the attached documents representing the required amendments.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces Tax Increment Development District:

**(I)**

**THAT** the amendments to the contract for the downtown civic plaza, as shown in Exhibits “A” through “D,” attached hereto and made part of this Resolution, are hereby approved.

**(II)**

**THAT** City staff is hereby authorized to do all deeds necessary in the

accomplishment of the herein above.

**DONE AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

APPROVED:

\_\_\_\_\_  
TIDD Chair

ATTEST:

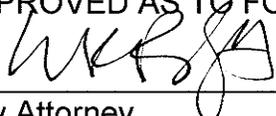
\_\_\_\_\_  
City Clerk

(SEAL)

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

VOTE:

Chair Miyagishima: \_\_\_\_\_  
Board Member Silva: \_\_\_\_\_  
Board Member Smith: \_\_\_\_\_  
Board Member Pedroza: \_\_\_\_\_  
Board Member Small: \_\_\_\_\_  
Board Member Sorg: \_\_\_\_\_  
Board Member Levatino: \_\_\_\_\_

AMENDMENT ONE TO CONTRACT FOR SALE OF IMPROVED REAL ESTATE

This Amendment One to Contract for Sale of Improved Real Estate (this "Amendment") is by and between Las Cruces Community Partners, LLC ("Seller") and Tax Increment Development District of the City of Las Cruces ("Buyer").

RECITALS

- A. Seller and Buyer are the Parties to that certain Contract for Sale of Improved Real Estate effective as of November 19, 2014 (the "Contract") for the purchase and sale of certain real property and improvements as more particularly described in the Contract;
- B. The Parties desire to amend the Contract as provided below; and
- C. Terms not otherwise defined herein shall have the meanings ascribed to them in the Contract.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned, the parties agree as follows:

- 1. Description of the Property. As required by Paragraph 4.1 of the Contract, attached hereto as Exhibit A-1 is the metes and bounds description of the Real Property which is approved by the Parties. In Article I, the phrase "IP1 and IP2" is replaced with the phrase "PROPOSED LOT A-2."
- 2. Plaza Improvement Plans. The Parties acknowledge that the mutually desired scope of work for the Plaza has changed since the execution of the Contract. Those changes are reflected in the attached Exhibit C, which replaces the original Exhibit C to the Contract.
- 3. Plaza Sales Price. The Parties acknowledge that Mountain States Escrow, Inc. will serve as Escrow Agent (as opposed to Dona Ana Title Company). Accordingly, Article II is amended to read:

Article II  
Sales Price

2.1 Amount of Sales Price. The sales price for the Real Property (the "Sales Price") to be paid by Buyer to Seller is ~~\$5,397,000~~ \$5,682,000, subject to adjustment only by written agreement signed by both Buyer and Seller.

2.2 Payment of Sales Price. The Sales Price is to be paid by Buyer to the Title Company (as hereinafter defined) at Closing and distributed by the Title Company at Closing as follows:

(a) <u>Cash at closing payable to Seller (25% of Sales Price)</u>	<del>\$1,349,250</del> 1,420,000
(b) <u>Cash to be deposited with Escrow Agent</u> <u>(as hereinafter defined)</u>	4,047,750 4,262,000
(c) Total Sales Price	<del>\$5,397,000</del> 5,682,000

\$ ~~4,047,750~~ 4,262,000 of the Sales Price (the "Escrow Funds") will be paid to ~~Doña Ana Title Company~~ Mountain States Escrow, Inc. ("Escrow Agent"), whose address is 124 Wyatt Drive, Las Cruces, New Mexico 88005, to be disbursed in accordance with Section 7.1. Buyer will have a security interest in and a lien upon the Escrow Funds to secure Buyer in the performance of Seller's obligations under Article VII.

4. Disbursement of Funds by Escrow Agent. Due to the dichotomy of responsibilities between the Title Company and the Escrow Agent (which was not contemplated in the original Contract), it is necessary to amend the language in Exhibit E (Escrow Fund Disbursement Schedule). The attached Exhibit E replaces the original Exhibit E to the Contract.

5. Conflicts; Ratification. Wherever there exists a conflict between this Amendment and the Contract, the provisions of this Amendment shall control. Except as amended herein, the Contract remains in full force and effect, and is hereby ratified and confirmed in its entirety.

Dated: July \_\_, 2015.

Las Cruces Community Partners, LLC,  
a New Mexico limited liability company

Tax Increment Development District of  
the City of Las Cruces, a body politic and  
corporate of the State of New Mexico

By: \_\_\_\_\_  
K. Douglas Wright, Manager

By: \_\_\_\_\_  
Robert L. Garza, Project Manager

A copy of this Amendment has been received by  
Doña Ana Title Company on \_\_\_\_\_, 2015

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

**Exhibit A-1 (page 1 of 4)**

**Metes and Bounds Description of Real Property**

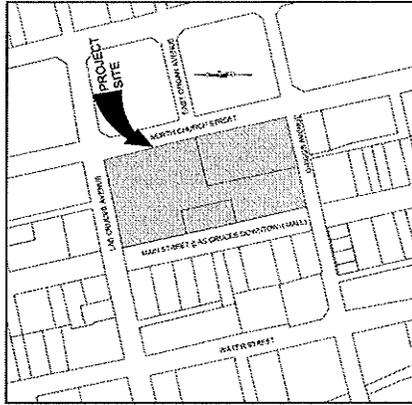
The parcel to be conveyed pursuant to the terms of the Contract, as modified by this Amendment One, is described as LOT A-2 of the Downtown Urban Renewal Project N.M.R. -4 Replat No. 2, comprised of approximately 0.615 acres, as shown on the following three pages.

Pages 2 and 3 of this Exhibit A-1 comprise the Downtown Urban Renewal Project N.M.R. -4 Replat No. 2, bounded by Main Street on the west, Las Cruces Avenue on the north, Church Street on the east and Griggs Avenue on the south.

Page 4 of this Exhibit A-1 shows an enlargement of LOT A-2 of the replat, including the metes and bounds description of LOT A-2.

**Exhibit A-1 (page 2 of 4)**

**DOWNTOWN URBAN RENEWAL PROJECT N.M.R. -4 REPLAT NO. 2  
BEING A 3.426 ACRE REPLAT OF LOTS A & B, BLOCK 15 & 18, DOWNTOWN  
URBAN RENEWAL PROJECT N.M.R. -4, REPLAT NO. 1, RECORDED  
09/19/1988, PLAT BOOK 19, PAGES 156, LOT 2, BLOCK 18, DOWNTOWN  
URBAN RENEWAL PROJECT N.M.R. -4 RECORDED 11/27/1973, PLAT BOOK  
11, PAGES 74-82, DONA ANA RECORDS,  
CITY OF LAS CRUCES, DONA ANA COUNTY NM  
JUNE 25, 2015**



VICINITY MAP  
NOT TO SCALE

**MUNICIPALITY:**  
THE CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

**PLANNING DEPARTMENT:**  
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

**PROJECT NAME:**  
DOWNTOWN URBAN RENEWAL PROJECT N.M.R. -4 REPLAT NO. 2

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY PLANNING AND ZONING COMMISSION

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY MANAGER

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY CLERK

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY ATTORNEY

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY ENGINEER

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY COMMISSIONER

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY SUPERVISOR

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY DIRECTOR

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY ASSISTANT

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY DEPUTY

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY CHIEF

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY ASSISTANT

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
CITY CLERK

**RECEPTION:**  
THIS INSTRUMENT HAS BEEN RECORDED IN ACCORDANCE WITH THE PROVISIONS OF THE UNIFORMED  
AND SHALL FOLLOW:

**RECORDING:**  
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AND SHALL FOLLOW:



SHEET 1 OF 2

**SUBSCRIBER'S CERTIFICATION:**  
I, THE SURVEYOR, HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF NEW MEXICO  
AND THAT I HAVE PERSONALLY AND INDEPENDENTLY CONDUCTED THE SURVEY AND THAT THE SURVEY  
IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**DATE OF SURVEY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

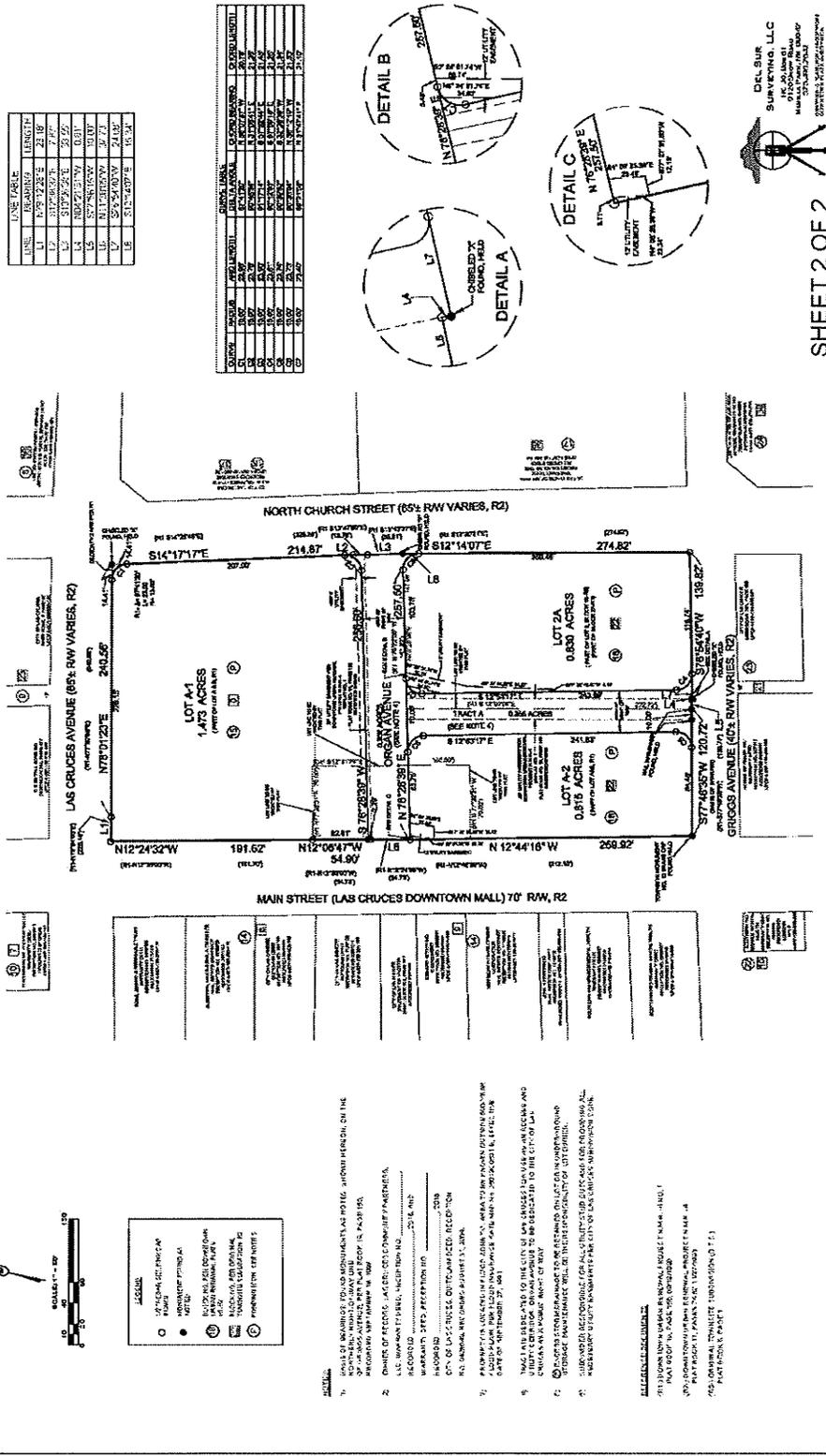
**STATE:** \_\_\_\_\_

**ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

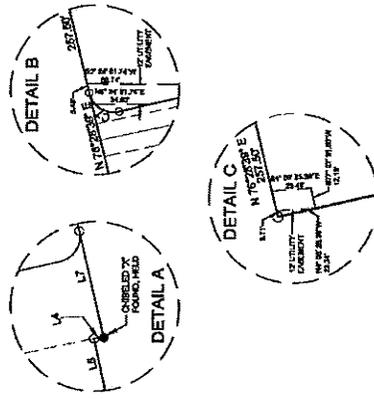
Exhibit A-1 (page 3 of 4)

DOWNTOWN URBAN RENEWAL PROJECT N.M.R. -4 REPLAT NO. 2  
 BEING A 3.426 ACRE REPLAT OF LOTS A & B, BLOCK 15 & 18, DOWNTOWN  
 URBAN RENEWAL PROJECT N.M.R. -4, REPLAT NO. 1, RECORDED  
 09/19/1988, PLAT BOOK 19, PAGES 156, LOT 2, BLOCK 18, DOWNTOWN  
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 11, PAGES 74-82, DONA ANA RECORDS,  
 CITY OF LAS CRUCES, DONA ANA COUNTY NM  
 JUNE 25, 2015



LINE	BEARING	LENGTH
L1	S 91° 17' 25" E	23.18
L2	S 17° 56' 52" E	7.75
L3	S 17° 56' 52" E	23.52
L4	S 77° 58' 15" W	30.00
L5	N 11° 38' 05" W	37.71
L6	S 7° 54' 00" W	24.88
L7	S 17° 56' 52" E	15.38

OWNER	ACRES	APPROXIMATE	APPROXIMATE	APPROXIMATE	APPROXIMATE
LOT A-1	1.473	1.473	1.473	1.473	1.473
LOT A-2	0.815	0.815	0.815	0.815	0.815
LOT B	0.132	0.132	0.132	0.132	0.132
LOT C	0.132	0.132	0.132	0.132	0.132
LOT D	0.132	0.132	0.132	0.132	0.132
LOT E	0.132	0.132	0.132	0.132	0.132
LOT F	0.132	0.132	0.132	0.132	0.132
LOT G	0.132	0.132	0.132	0.132	0.132
LOT H	0.132	0.132	0.132	0.132	0.132
LOT I	0.132	0.132	0.132	0.132	0.132
LOT J	0.132	0.132	0.132	0.132	0.132
LOT K	0.132	0.132	0.132	0.132	0.132
LOT L	0.132	0.132	0.132	0.132	0.132
LOT M	0.132	0.132	0.132	0.132	0.132
LOT N	0.132	0.132	0.132	0.132	0.132
LOT O	0.132	0.132	0.132	0.132	0.132
LOT P	0.132	0.132	0.132	0.132	0.132
LOT Q	0.132	0.132	0.132	0.132	0.132
LOT R	0.132	0.132	0.132	0.132	0.132
LOT S	0.132	0.132	0.132	0.132	0.132
LOT T	0.132	0.132	0.132	0.132	0.132
LOT U	0.132	0.132	0.132	0.132	0.132
LOT V	0.132	0.132	0.132	0.132	0.132
LOT W	0.132	0.132	0.132	0.132	0.132
LOT X	0.132	0.132	0.132	0.132	0.132
LOT Y	0.132	0.132	0.132	0.132	0.132
LOT Z	0.132	0.132	0.132	0.132	0.132



SHEET 2 OF 2

DEL SUR SURVEYING, LLC  
 11500 N. MEXICO AVE.  
 SUITE 100  
 LAS CRUCES, NM 88001  
 TEL: 505.251.1111  
 FAX: 505.251.1112  
 WWW.DELSURSURVEYING.COM

- 1. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 2. OWNERS OF RECORD, LATER DATE, OCEAN CITY PARTNERS, INC., 11500 N. MEXICO AVE., SUITE 100, LAS CRUCES, NM 88001, ARE THE RECORDING AGENTS FOR THIS PROJECT.
- 3. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF LAS CRUCES, NEW MEXICO.
- 4. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDINANCES OF THE COUNTY OF DOÑA ANA, NEW MEXICO.
- 5. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF NEW MEXICO.
- 6. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDINANCES OF THE UNITED STATES OF AMERICA.
- 7. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDINANCES OF THE FEDERAL GOVERNMENT OF THE UNITED STATES OF AMERICA.
- 8. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDINANCES OF THE INTERNATIONAL ASSOCIATION OF PROFESSIONAL SURVEYORS.
- 9. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDINANCES OF THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS.
- 10. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDINANCES OF THE AMERICAN SOCIETY OF PROFESSIONAL SURVEYORS.
- 11. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDINANCES OF THE NATIONAL BOARD OF SURVEYING AND MAPPING EXAMINERS.
- 12. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDINANCES OF THE NATIONAL BOARD OF SURVEYING AND MAPPING EXAMINERS.
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- 19. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDINANCES OF THE NATIONAL BOARD OF SURVEYING AND MAPPING EXAMINERS.
- 20. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDINANCES OF THE NATIONAL BOARD OF SURVEYING AND MAPPING EXAMINERS.



## Exhibit C

### Description of Plaza Improvements

The following improvements will be included in the Plaza:

#### 1. DEMOLITION

- a. Organ Avenue. Remove existing pavement, curb and gutters, and sidewalks.
- b. Griggs Avenue: Demolish the existing North curb and gutter and sidewalk.
- c. Plaza Area. Demolish all asphalt drives, concrete curbs and drive-through structure, and existing landscape.
- d. Utilities. Demolish existing sewer, water, gas, storm sewer, secondary electrical, lighting, and other utility lines as required for new construction. Final determination of need for new utility services will be coordinated with all serving utility companies.
- e. East Boundary Area. Demolish existing rock retaining wall and the west 10' of the west Historic Post Office Parking Lot.

#### 2. STREETS AND ACCESS EASEMENTS

- a. Organ Avenue. Reconstructed from Main Street to Church Street, with two 11' driving lanes (concrete) for two-way traffic, and 5' or 10' wide concrete sidewalks. Details will generally match the design and construction of Main Street between Las Cruces Avenue and Griggs Avenue. Additional sidewalk width of 10' will be provided on the Plaza property to the south.
- b. East Street Access Easement. Create new access easement on east side of Plaza, with same cross section for street and sidewalk as Organ Avenue.

#### 3. STORM WATER MANAGEMENT

- a. Organ Avenue and East Street Access Easement. Construct new storm sewer with curb inlets and catch basins and trench drains with appropriate storm sewer piping to drain both streets. Connect to existing storm sewer below Organ Avenue.
- b. Plaza. Construct new storm sewer with catch basins and trench drains with appropriate storm sewer piping to drain new Plaza area. Connect to existing storm sewer below Organ Avenue.

#### 4. PUBLIC AND PRIVATE UTILITIES

- a. Organ Avenue. Replace existing 14" water, 8" sewer, and 2" gas utility lines, with appropriate manholes, valves, connections, and building service/meter stub outs.
- b. East Street Access Easement. ~~Replace existing 2" gas utility line, with appropriate valves, connections, and building/meter stub outs.~~ Cap existing 2" gas utility line, with new connection to existing Historic Post Office.
- c. Fire Service. Coordinate with CLC Fire Department locations and quantities of fire hydrants, fire lanes, and fire alarm requirements.
- d. El Paso Electric. Coordinate location, sizing and surrounds of existing and new primary electrical feeders, transformers and junction boxes for the Plaza improvements.
- e. Century Link. Coordinate location, sizing and location of existing and new communication feeders and junction boxes for the Plaza improvements.

- f. Comcast. Coordinate location, sizing and location of existing and new data feeders and junction boxes for the Plaza improvements.
- g. Fiber Optic Lines. Coordinate location, sizing and location of existing and new fiber optic trunk lines and junction boxes for the Plaza improvements.

## 5. PLAZA AMENITIES

- a. Hardscape. Install new concrete hardscape with scored concrete to match sidewalks on Main Street. Size and location will be finalized in Plaza design meetings with CLC administration.
- b. Retaining Walls. Install new concrete or rock retaining walls to accommodate 3' - 4' of slope across Plaza. Size and location will be finalized in Plaza design meetings with CLC administration.
- c. Plaza Furnishings and Amenities. Provide permanent benches, tables, trash receptacles, bike racks, and other amenities to generally match those on Main Street. Quantity and location will be finalized in Plaza design meetings with CLC administration.
- d. Multi-Purpose Entertainment Platform. Install complete Plaza Multi-Purpose Entertainment Platform and roof cover as determined in Plaza design meetings with CLC administration. Include appropriate data, power and lighting for expected venue events.
- e. Splash Fountain. Provide splash fountain with cover and lighting in coordination with CLC and donor's funds. Size and location will be finalized in Plaza design meetings with CLC administration.
- f. Monuments. Coordinate with CLC and donors in selection of final location of monuments in Downtown area. Quantities and locations will be finalized in Plaza design meetings with CLC administration.
- g. Sundial: Include a sundial element in the Plaza.
- h. Art Work: Coordinate with CLC for the inclusion of artwork at the sundial, splash pad, and Electrical Equipment enclosure.

## 6. LANDSCAPE IMPROVEMENTS

- a. Organ Avenue and East ~~Street~~ Access Easement. Provide concrete planters similar to those on Main Street, with similar plant selections. Quantity and location will be finalized in Plaza design meetings with CLC administration.
- b. Plaza. Provide turf area, shade trees and tree wells, and planters commensurate with landscaping on Main Street. Quantity and location will be finalized in Plaza design meetings with CLC administration.
- c. Landscape Irrigation. Provide automatic landscape irrigation system for all planters, turf areas, and tree wells. Quantity and location will be finalized in Plaza design meetings with CLC administration.

## 7. SECURITY

- a. Street Closures. Provide removable street bollards as required. Quantity and location will be finalized in Plaza design meetings with CLC administration.
- b. Lighting. Provide security lighting for the Plaza area in accordance with the Night Sky Ordinance.

## 8. SIGNAGE

- a. Street Signage. Provide appropriate street and traffic signage similar to the signage on Main Street. Quantity and location will be finalized in Plaza design meetings with CLC administration.

## 9. PLUMBING SYSTEMS

- a. Water, Sewer and Gas. Provide service to building areas as required. Quantity and location will be finalized in Plaza design meetings with CLC administration and utility officials.

## 10. LIGHTING AND POWER

- a. Organ Avenue and East Street Access Easement. Provide street light standards and lighted bollards along both streets to generally match the style of those on Main Street, with similar spacing. Provide 120v and 240v power points for food carts and general power. Quantity and location will be finalized in Plaza design meetings with CLC administration.
- b. Plaza. Provide light standards and lighted bollards in Plaza area to match those on Main Street. Provide 120v and 240v power points for food carts and general power. Provide support system and power for holiday lighting. Quantity and location will be finalized in Plaza design meetings with CLC administration.
- c. Multi-Purpose Entertainment Platform. Provide appropriate lighting and power for events and operations. Quantity and location will be finalized in Plaza design meetings with CLC administration.
- d. Main Power Distribution. Coordinate with El Paso Electric and CLC Parks Department to relocate and upgrade main power service from current location. Service size and location will be finalized in Plaza design meetings with CLC administration and EPE.
- e. Special Systems. Coordinate with CLC Parks and IT Departments for PA/sound systems, event lighting, and data/WiFi systems for Plaza area. Special Systems will be finalized in Plaza design meetings with CLC administration.

## 11. ST. GENEVIEVE MONUMENT

- a. Monument Relocation. Coordinate with the Las Cruces Catholic Diocese, ~~the City, and CLC Parks Department~~ for the relocation of this monument. ~~Final location will be determined in Plaza design meetings with CLC administration and church officials.~~

## 12. MISCELLANEOUS

- a. Conformance and Compliance. All work on the Plaza improvements will conform to applicable CLC standards and specifications. If no CLC specifications exist, the improvements will comply with the appropriate industry standard of care.

Exhibit EEscrow Fund Disbursement Schedule

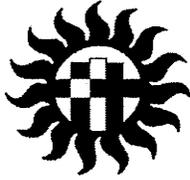
Pursuant to Paragraph 2.2 of this Contract, at Closing, Payment #1 to Las Cruces Community Partners, LLC (which is 25% of the Sales Price) is to be made by the Title Company, and the balance of the Sales Price (the Escrow Funds) is to be paid by the Title Company to the Escrow Agent.

The subsequent monthly payments beginning one month after Closing by the Escrow Agent to Las Cruces Community Partners, LLC, for the Civic Plaza in accordance with this Contract (the Escrow Funds) for Sale of Improved Real Estate-will be:

Payment #1:	<del>25% of the Sales Price</del>
Payments #2-#10	70% of the Sales Price divided by 9
Payment #11	5% of the Sales Price

Note: The disbursement schedule above assumes a 10-month installation schedule for the Plaza Improvements. If, from time to time, the installation schedule is revised, this Disbursement Schedule will also be revised, resulting in amended amounts for all payments except the ~~first and last payments~~ last payment. For example, if the schedule was changed to a 12-month installation schedule for the Plaza Improvements, the disbursement schedule would be revised to the following:

Payment #1:	<del>25% of the Sales Price</del>
Payments #2-#12	70% of the Sales Price divided by 11
Payment #13	5% of the Sales Price



# City of Las Cruces®

PEOPLE HELPING PEOPLE

## TIDD ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

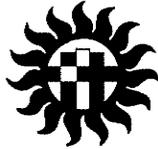
For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)

For Meeting of July 13, 2015  
(Adoption Date)

**TITLE:** A RESOLUTION AMENDING TIDD RESOLUTION 14-003 "A RESOLUTION APPROVING A CONTRACT FOR SALE OF IMPROVED REAL ESTATE BETWEEN THE TAX INCREMENT DEVELOPMENT DISTRICT OF THE CITY OF LAS CRUCES AND LAS CRUCES COMMUNITY PARTNERS, L.L.C. TO BUILD A DOWNTOWN CIVIC PLAZA."

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes  No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact		528-3048	7/8/15
Department Director		528-3067	7-9-15
Other			
Assistant City Manager /CAO Management & Budget Manager		541-2018 541-2106	2/10/8 7-9-15
Assistant City Manager/COO			7-10-15
City Attorney		KYT 2128	10 July 2015
City Clerk - Interim		x2115	7-10-15



# City of Las Cruces®

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## TIDD Board Action and Executive Summary

Item # \_\_\_\_\_ Ordinance/Resolution# \_\_\_\_\_

For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)

For Meeting of July 13, 2015  
(Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL     LEGISLATIVE     ADMINISTRATIVE

**TITLE:** A RESOLUTION AMENDING TIDD RESOLUTION 14-003 "A RESOLUTION APPROVING A CONTRACT FOR SALE OF IMPROVED REAL ESTATE BETWEEN THE TAX INCREMENT DEVELOPMENT DISTRICT OF THE CITY OF LAS CRUCES AND LAS CRUCES COMMUNITY PARTNERS, L.L.C. TO BUILD A DOWNTOWN CIVIC PLAZA."

**PURPOSE(S) OF ACTION:**

Amend plaza contract.

<b>TIDD DISTRICT:</b> N/A		
<b><u>Drafter/Staff Contact:</u></b> Andy Hume	<b><u>Department/Section:</u></b> Community Development / Planning & Neighborhood Services	<b><u>Phone:</u></b> 528-3048
<b><u>City Manager Signature:</u></b>		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

At the TIDD Board meeting held on June 24, 2014, the Board executed a contract (TIDD Resolution 14-003) with the Las Cruces Community Partners (LCCP) to secure the property for the plaza and complete its construction. The purpose of this Resolution is to amend the contract to represent the decisions made by the TIDD Board during the approval of the final plaza design on March 30, 2015 (TIDD Resolution 15-003).

The contract amendments include the clarified property description based on the final plat, the revised scope of work that includes the complete stage and cover, and an updated project cost of \$5,682,000.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Amendment One to Contract For Sale of Improved Real Estate.
3. Exhibit "B", Exhibit A-1 – Metes and Bounds Description of Real Property.

4. Exhibit "C", Exhibit C – Description of Plaza Improvements.
5. Exhibit "D", Exhibit E – Escrow Fund Disbursement Schedule.

**SOURCE OF FUNDING:**

Is this action already budgeted?  N/A	Yes	<input type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	Budget Adjustment Attached	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?  N/A	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

At the time of the sale, the TIDD board will be required to adjust the FY16 budget to appropriate the necessary funds. The dedicated TIDD fund (2815) is estimated to have an unappropriated fund balance in excess of \$9.7 million by the end of FY15. A portion of this funding is from a contribution from the State of New Mexico which needs to be used by 2018 and can only be used for financing projects.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A	N/A	N/A	N/A	N/A	N/A

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this action will approve the Resolution adopting amendments to the contract for the Downtown Civic Plaza.
2. Vote "No"; this action will deny the Resolution to adopt amendments to the contract. This will delay construction of the civic plaza.
3. Vote to "Amend"; this action could modify the Resolution and delay the construction of a civic plaza.
4. Vote to "Table"; this action would delay the construction of a civic plaza.

**REFERENCE INFORMATION:**

1. N/A