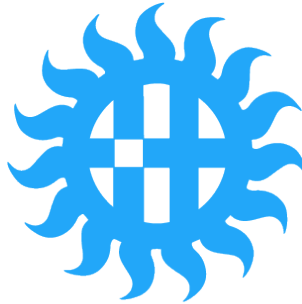


CITY COUNCIL AGENDA

Monday, June 1, 2026 at 1:00 PM

Council Chambers



CITY OF LAS CRUCES

Mayor
Eric Enriquez

Mayor Pro Tem
John Munoz

Councilors
Cassie McClure
William Mattiace
Michael Harris
Johana Bencomo
Becky Corran

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

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

The City of Las Cruces provides equal employment opportunities and does not discriminate based on race, sex, age, disability, or any other protected class in employment or the provision of services. Individuals may request reasonable accommodations and language accessibility services at (575) 541-2115/TTY 711.

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 Bencomo.
- 1.2. Presentation of Certificates of Appreciation/Proclamations - Councilor Bencomo.
- 1.3. Departmental Highlights.
- 1.4. Pets of the Week.

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

3. PUBLIC PARTICIPATION

4. ACCEPTANCE OF AGENDA

5. CITY COUNCIL MINUTES

- 5.1. Regular City Council Meeting of May 4, 2026.

[City Council - May 04 2026 - Minutes - Pdf](#)

4 - 26

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

- 6.1. RESOLUTION NO. 26-144: A RESOLUTION AUTHORIZING AN ANNUAL SPENDING LIMIT FOR OCCUPATIONAL MEDICAL SERVICES WITH WORKMED, INC. OF LAS CRUCES, NEW MEXICO IN AN AMOUNT NOT TO EXCEED \$300,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-005). 27 - 53

This resolution will approve an annual spending limit for occupational medical services to Workmed Inc.

[Resolution No. 26-144 - Pdf](#)

- 6.2. RESOLUTION NO. 26-145: A RESOLUTION TO AWARD A SERVICES AGREEMENT FOR MULTIFUNCTION COPIER AND MANAGED PRINT SERVICES ON AN AS-NEEDED BASIS TO DOCUMENT SOLUTIONS, INC. OF LAS CRUCES, NEW MEXICO, IN AN AMOUNT NOT TO EXCEED \$300,000 ANNUALLY, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS, FOR A PERIOD OF FIVE (5) YEARS (PROCUREMENT NO. 25-26-087). 54 - 206

This resolution will approve an agreement with Document Solutions for citywide copier and print services.

[Resolution No. 26-145 - Pdf](#)

- 6.3. RESOLUTION NO. 26-146: A RESOLUTION TO AWARD SERVICE AGREEMENTS FOR MUSIC AND EVENT MANAGEMENT SERVICES ON AN AS-NEEDED BASIS TO MELROSE & ASSOCIATES, LLC OF ALBUQUERQUE, NEW MEXICO AND DEGY CONSULTING SERVICES, LLC OF DELRAY BEACH, FLORIDA, IN A COMBINED AMOUNT NOT TO EXCEED \$300,000 ANNUALLY, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS, FOR A PERIOD OF FIVE (5) YEARS (PROCUREMENT NO. 25-26-040). 207 - 261

This resolution will approve an agreement with Melrose & Associates and Degy Consulting Services to procure music and event management services.

[Resolution No. 26-146 - Pdf](#)

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

- 7.1. **PUBLIC HEARING REQUIRED.** RESOLUTION NO. 26-147: A RESOLUTION APPROVING THE REQUEST FOR A RESTAURANT A – BEER AND WINE LIQUOR LICENSE, NO. BLA-0000014916, WITH ON PREMISES CONSUMPTION AND WITH PATIO SERVICE TO NY PIZZA SLICE HOUSE, LLC., D/B/A NYP SLICE HOUSE, LLC., LOCATED AT 3290 RINCONADA BOULEVARD, LAS CRUCES, NM 88011. 262 - 279

This resolution will approve a beer and wine liquor license to NYP Slice House.

[Resolution No. 26-147 - Pdf](#)

- 7.2. RESOLUTION NO. 26-148: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET. 280 - 325

This resolution will approve the acceptance of grants for the Fire and IT Departments.

[Resolution No. 26-148 - Pdf](#)

- 7.3. RESOLUTION NO. 26-149: A RESOLUTION AMENDING THE FY2026-2031 CAPITAL IMPROVEMENTS PROGRAM. 326 - 347

This resolution will approve the addition of projects for Parks, IT, Quality of Life, Facilities, and Streets.

[Resolution No. 26-149 - Pdf](#)

- 7.4. COUNCIL BILL NO. 26-022; ORDINANCE NO. 3114: AN ORDINANCE AMENDING SECTION 2-1313 - APPRAISALS OF THE LAS CRUCES MUNICIPAL CODE. 348 - 353

This ordinance will approve the extension of the allowable timeframe from six (6) months to twelve (12) months for appraisals.

[Ordinance No. 3114 - Pdf](#)

8. BOARD APPOINTMENTS

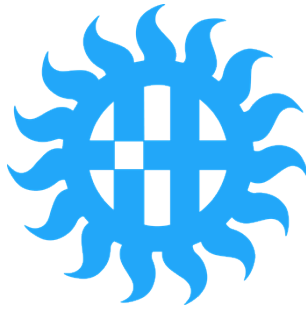
9. NOTICE OF PROPOSED ORDINANCE(S)

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

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11. CITY MANAGER REPORT

12. ADJOURNMENT



MINUTES

City Council

Monday, May 4, 2026 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Mayor Eric Enriquez, City Councilor Cassie McClure, City Councilor William Mattiace, City Councilor Michael Harris, City Councilor Johana Bencomo, City Councilor Becky Corran, and Mayor Pro Tem John Munoz

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR MCCLURE.

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

Councilor McClure presented a proclamation to Tierra Del Sol, and Mesilla Valley Habitat for Humanity for Affordable Housing Month.

Councilor McClure presented a proclamation to Maria Sisneros, David Dubois, Armando Paz, and Larry Olsen for the El Paso del Norte Air Basin in Recognition of the 30th Anniversary Committee.

Councilor McClure presented a proclamation to George Pearson and Ashleigh Curry for National Bike Week.

Councilor McClure presented nurses from Las Cruces with a proclamation for Nurses Week.

Councilor McClure presented Evelyn Ramirez Gibson with a proclamation for Economic Development Week.

Councilor McClure presented the Historic Preservation Committee members with a proclamation for Historic Preservation Month.

Agenda Item #5.1.

Councilor McClure presented City Clerk Christine Rivera & Deputy City Clerk Teresa Stavenhagen with a proclamation for Professional Municipal Clerks Week.

1.3 DEPARTMENTAL HIGHLIGHTS.

Elizabeth Teeters, Economic Development Director gave the overhead presentation.

Steven Bingham, Parks & Rec Director gave the overhead presentation.

1.4 PETS OF THE WEEK.

Amelia Corrales, Animal Services Center of the Mesilla Valley presented Pets of the Week.

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

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Lynn Moorer, Member of the Public said today I am providing further scope and detail regarding Las Cruces Utility's mishandling of drinking water quality related to lead. I have three charts. Handout one is the drinking water sampling schedule the department used from 2015 to 2025, you can see that Utilities samples properties only once every three years. Nothing prevents them from sampling more frequently. Handout 2 compares the actual test results for lead with the 27 consumer confidence reports that falsified lead levels. It sets out the lab reports by ID number showing that in every case Utilities falsely reported a lead level lower than the lab report. It also notes that Utilities did not report any of the five results which exceeded the EPA action level of 15 parts per billion. Handout 3 lists all sampling Utilities carried out for lead from 2015 through 2024, showing among several things each sampling date and each result. It totals just 154 properties sampled out of about 40,000 connections city wide which Utilities acknowledges. It doesn't count the thousands more particularly mobile homes that Utilities doesn't acknowledge. In 2017 the department provided no notice at all to two property owners whose lead sampling revealed the lead level above the action level of 15 parts per billion. One test showed 40 parts per billion of lead in their water the other 21 parts per billion. This is a major non-compliance with federal requirements in addition to potential harm to the property owners. During this 11-year period of the department sampling only every third-year results found five exceedances of the action level in addition to the two just mentioned a disadvantage property registered 89 parts per billion in 2018, almost 6 times the action level and in 2023 two others showed 24 parts per billion and 18 parts per billion respectively. More exceedances likely would be found if Utilities sampled more frequently and sampled the requisite number of properties each time. Utilities did not resample the property with 89 parts per billion. There is no evidence that Utilities has gone back to this disadvantaged property since that sky high rating in 2018. That is very troubling. Handout 4 is the notice the department sent this property owner. You will note how it downplays the significance of this very high lead level in their drinking water. A majority, 53% of the properties sampled have an estimated value of \$300,000 or

Agenda Item #5.1.

higher. The median estimated value for high value properties sampled is more than \$100,000 higher than for lower valued properties. So, Utilities pattern of favoring wealthier properties continues. Absurdly the department classifies a quarter of those high valued properties as disadvantaged.

Liz Rodriguez-Johnson, Member of the Public said the evidence continues to grow that Utilities personnel are not trustworthy. We citizens cannot be confident that they are taking the required steps to protect our health. Rather evidence multiplies that Las Cruces Utilities habitually downplays and deceives they are findings show public health is at risk. This comes on top of clear knowledge that there is not complying with numerous federal legal requirements. Lead in drinking water is particularly hazardous for young children and unborn children because lead passes through the placenta. It is also very hazardous for seniors. Las Cruces Utilities' failure to notify the property owners with lead exceedances in their drinking water is unforgivable. Consider what you would think and feel if you had a pregnant wife or daughter whose water Utilities sampled then after the child was born discovered through an independent researcher that her drinking water tested 89 parts per billion for lead, but the department had not notified her of that very high level. What if you saw that Las Cruces Utilities lead and copper inventory listing for the property where your elderly parents live said non-lead for both service lines and you hired a licensed plumber to check the service lines and he found that both were made instead of galvanized piping with lead connectors. Whether due to the department's incompetence or deception this too is unforgivable. Why did Utilities come up with two entirely different inspection reports for each of 36 different properties that originally showed galvanized piping as detailed at the last meeting? If you were one of those property owners, you would want a thorough explanation as to why the department now says that the piping is not galvanized. You would also question the competence of the inspectors and the integrity of the manager who instructed the second inspector to come up with an entirely different report. If after hiring a plumbing firm to investigate your piping two of the firms plumbers looked at the same stretch of piping and came up with two different assessments as to what it was made of, I suspect you would be inclined not to pay the firm and you might also want to throw the plumbers off your property. The evidence is strong as spelled out at our last two meetings that Las Cruces Utilities is taking many actions to cover up the true number of galvanized pipes in the city. It is exceptionally unforgivable that Utilities did not notify in accordance of federal rules and requirements even one of the 83 property owners of the galvanized pipes. Las Cruces management needs to change.

Cindy Hayward, Member of the Public said I am here to ask the city council to pass a resolution against religious services here at City Hall. As I understand the Constitution and the principle of separation of church and state the National Day of Prayer and as practiced here is a promotion of religion at the state expense.

Dr. Adam Amador, Member of the Public said today I stand before you with urgency. We are losing too many of our young people. Some lose their lives, others carry lasting physical and emotional trauma, many more are living in fear and that is not the sign of a healthy community. It is a sign of a system under strain. We must be clear about what is happening, public health, public education, and public safety are interconnective public goods. When one erodes the others follow and right now, we

Agenda Item #5.1.

are seeing the consequences of that erosion across all three. This is not just affecting individuals, it is impacting the foundation of our community, including small business. Small business owners are the backbone of the city. They create jobs, provide opportunity and invest in our neighborhoods but when safety declines, when instability becomes normalized and leadership appears divided they pay the price first. They reduce hours, they hesitate to hire and in some cases they close. This affects every law-abiding citizen who depends on a stable functioning local economy. At the same time the everyday resident, the parent, the worker, the student is experiencing a decline in the quality of life. People do not feel safe and trust is eroding. We also need to be honest about outcomes, efforts carried out under the auspices and in the name of social justice must be judged by their results not their intent. When actions lead to greater stability or future, fewer opportunities it is often black, brown, Native Americans and low-income families who are most negatively impacted. That is not social justice. That is a failure to deliver meaningful change. Quality of life in Las Cruces is social justice and what is modeled here matters. Too often we see division without direction, criticism without solutions, disruptions without accountability. Our young people are watching. If we cannot demonstrate respectful solution-oriented leadership, we should not be surprised when conflict escalates elsewhere. So here is a path forward. Mayor, while there may be differences in belief, we recognize your willingness to serve. Mayor Pro Tem, initiatives like a youth council mentorship programs and job pathways are essential and should be prioritized. To the councilors, there are community members including business leaders ready to partner with you not just to talk but to act but understand this. Our community cannot afford delay. This moment requires alignment, accountability and measured results. Our young people deserve safety and opportunity. Our small businesses deserve stability, and our residents deserve a better quality of life. We can do better. We must do better and the time to act is now. Councilors ahora es cuando. The time is now. Work together with us or get out of the way.

Leslie Woods, Member of the Public said the New Mexico Constitution says that every man shall be free to worship God according to the dictates of his own conscience and no person shall ever be molested or denied any civil or political right or privilege on account of his religious opinion or mode of religious worship. No person shall be required to attend any place of worship or support any religious sect or denomination, nor shall any preference be given to law to any religious denomination or mode of worship. Consider these words. No person shall be required to attend any place of worship or support any religious sect or denomination. When the city allows religious services on City Hall grounds it is providing city resources to a religious purpose. We want the city to stop doing that. We are asking the city council to pass a resolution forbidding the use the City Hall grounds for hosting religious services including and especially the National Day of Prayer May 7th this year. As Trump has declared his intention of making religion great again. Thus, declaring his intention to use the government to promote religion. It is incumbent on this city council to take a stand against the erosion of the law between church and state.

Lara Janson, Member of the Public said I am not against Christianity. I am not against any religion. Everyone must be free to practice any religion as they see fit and everyone has the right to have no religion at all. I agree with separation of church and state. No religion should influence our government, be it federal, state, county or city.

Agenda Item #5.1.

Moreover, no religion should influence our laws. The city of Las Cruces holding a National Day of Prayer on city property sends the message of exclusion for all people who are not Christian. In this era in the rise of Christian Nationalism, it is even more important to keep religion far away from government and our laws. This is not a Christian country. Religion should not have influence on our government or on our laws. A religious prayer event held at City Hall sends the wrong message. Please show your support for separation of church and state by not holding a day of prayer on city property.

Daniel Castleberry, Member of the Public said I am a retired United Methodist Clergyman. I served 41 years, some of that time in the New Mexico Conference, the rest of them in the New Jersey Conference and over the course of that period I have always stood unequivocally for the separation of church and state and it may seem strange to you that I am going to agree with the person who already spoken today in that I do not believe that it is appropriate for a government facility, government building to be used for religious purposes and I think the separation of church affords everyone in our country the right to be religious or not religious and so the ultimate respect we can pay is to not have religious services within government buildings. The only thing that we can do here is ban it here. We may not be able to do it nationally at this point. It should already be national because it is in the Bill of Rights and the Constitution that we should not be giving observance for a particular religion. I grew up in a small west Texas town and whatever religious group existed in that town that had the biggest numbers, they dictated what happened and it certainly was not fair. I saw Jehovah's Witness kids bullied because their religion would not allow them to say the Pledge of Allegiance. I saw other kids bullied because they didn't belong to the cool church, the most prominent church. Everybody should have the right to either be religious if they want to or choose to or they have no religion. I have just as much respect for my Atheist and Agnostic friends as I do my friends who are Muslim, Catholic, Protestant, Hindu, any other world religion or no religion at all. So, I just ask you to consider what we do to provide the ultimate respect for our residents here in Las Cruces and that is let's respect everyone by not going in and siding with the religious over everybody else.

Haley Walker, Member of the Public said I have an ask today. I ask that the city cease from having religious services on the City Hall grounds. Using city resources to promote religion is a breach of faith between the city and its citizens. I pay taxes and the city uses those taxes in the public interest. I don't want a penny of my tax dollars to be used to support any religion or religious exercise. Anything more than nothing is too much. Any use of city resources of my tax dollars for such purposes no matter how small violates my constitutional rights under the New Mexico Constitution. City Council, Mr. Mayor, unfortunately there are many voices intent on denying and diminishing the principle of separation of church and state. A prime example is the Texas Lieutenant Governor Dan Patrick, President of Donald Trump's Religious Liberty Commission who wants a sign in every Texas school that declaring that separation of church and state is a myth. Sir, it is not a myth. It is one of the foundational principles of America. We have separation of church and state to protect religious liberty. We don't want a government that is likely to favor one religious group over another thus compromising religious liberty. We have separation of church and state because Christians wanted it to protect them from government interference.

Agenda Item #5.1.

Once the government decides we should all be religious the government will decide what religion we should be. I think America works best when it is governed by a constitution even if it matters some may think are trivial. It matters if our city gives the impression it supports religious belief over non-belief. It matters if the city is honest about events it allows to be held here at City Hall. Please set policies for the use of this facility that makes sense or accessible to all and protect the separation of church and state. Please do not allow religious services to be held here at City Hall.

Jim Hoerst, Member of the Public said we are here today to call this council and you sir to recognize our constitutional rights. Article II, Section 11 of the New Mexico Constitution states, "No person shall be required to attend any place of worship or support any religious sect or denomination, nor shall any preference be given by law to any religious denomination or mode of worship". Mr. Mayor, the City of Las Cruces sponsors a religious service here at City Hall and with the acceptance of last year it has done so nearly every year. It is called the National Day of Prayer service. It is held at noon on the first Thursday of May at the flag poles here at City Hall. Mr. Mayor, this is a breach of our constitution, and that citizens are required to support the city through our taxes and the city has no right to use those resources to support or promote religion. In spite of our constitution this unconstitutional tradition has been practiced for many years to my knowledge without city council approval or recognition. Indeed, I have spoken to many councilors who are unaware of these events. As I read the City Charter, all authority in Las Cruces is granted to the city council and no one has the authority to do anything without the approval of the city council. Mr. Mayor, where is it granted that anyone, including you, or the city staff has the authority to authorize the religious service on these grounds? I am also aware Mr. Mayor, that you and the city council have been deceiving the citizens of this city by pretending that the National Day of Prayer services are being held without authorization of this city. The jig is up Mr. Mayor. I know that there is a National Day of Prayer service scheduled for this Thursday, May 7th at 12 noon. I know that because your staff informed me in the presence of two witnesses that the flagpole area is reserved at that time and date for the group that has traditionally used the space. So, the city cannot pretend that the National Day of Prayer services are being held without the city knowledge or authorization. So, we are coming to you this morning or this afternoon to ask this council to support the principles of separation of church and state and pass a resolution forbidding the use of City Hall and its grounds for religious services.

Taylene Jacko, Member of the Public said I think there has been a gross misunderstanding. I am the President of National Day of Prayer Taskforce. I have been in charge of the city events that have happened over the last ten years. Prior to that I don't know what was in record, but I can tell you that every year I have called and I have requested it just the same way as I know everyone else has to use the flag area. Last year was the first year that we were ever told that, I got a call two weeks before the event and they told us there was a conflict of scheduling and that we would have to move. We got the same call this year. I called in November and I was told that we had the area and I called back to double-check about bringing all of our own equipment and what we would need to do to use our own equipment and making sure that we weren't utilizing anything other than public grounds. I was told yes that we had the area but three weeks ago I was called and told that we no longer have the area because there was a conflict in scheduling. That is fine. So, we have moved so I

Agenda Item #5.1.

feel like this is null and void, but I do want to continue talking about this because I am hearing that it is just for Christians alone and that it is not. I thank Mr. Hoerst for opening my eyes to the Nones and looking into that. I did not know that he was speaking on this today, but I am actually here on something else. But I am glad I am here. I now know that Nones don't have to be Atheist or Agnostic, they just agree that organized religion may not be the way to go, and I quite agree with that in several different ways. I agree that we all need to be free to celebrate the prayer and the confrontational person I am not, so I do believe that we have addressed this, and I wish I had more time to go into this. If I had known probably would have been able to prepare a better statement. I just want to say that Jesus himself did not agree with an organized religion that caused division and if we together cannot come together in unity for peace, how do we allow each of us to co-exist. We are made for love in his image and he is love.

Juan Garcia, Member of the Public said over a thousand guns have been stolen in the past five years in Las Cruces, 1,069 as reported by LCPD. That is 213 guns gone every year. Nearly one every two days and that count is what people bother to report. Who knows how many disappear and never make the stats. The sad part is if those gun owners had actually locked up their guns, we probably wouldn't be having this conversation or how many citizens to include those teens murdered during the Young Park massacre or most recently 13-year-old Chris Carnero who was killed by a 13-year-old would still be alive. A 13-year-old who can't legally buy, possess, or hold a weapon committed murder. Was this crime committed using a stolen gun? From Chief Story, "These firearms that are being stolen are not being used for lawful purposes. They are going to be used in the commission of a crime or for some malevolent purposes, what is worse is that we believe that most of auto burglaries where guns are stolen or are being committed by young people who are using the stolen firearms or selling them to their friends who will use them in crimes". If you can't keep your guns safe you should face real consequences. This isn't about gun confiscation or the kind of gun control pushed by Senator Soules or Senator Hamblen. If you are responsible gun owner, it is time to step up and hold yourself accountable. This action and what Senator Diamond Brantley is proposing can make a difference and I quote, "A teenager can commit a violent offense after violent offense short of premeditated murder and never trigger meaningful accountability. My legislation closes that gap for offenders 15 and older. It says we are not going to wait until someone is killed to intervene. We are going to step in while there is still time to change the trajectory. That intervention comes with real accountability but also with education, rehabilitation, and a structured path forward. There must be serious consequences for serious offenses in a meaningful way for our law to deter escalating violence". So, two questions for this community. How many more kids will be murdered before gun owners start safeguarding their weapons? That is, are you going to back Senator Brantley's new Bill or not? We are talking about responsible gun ownership.

Eddie Thomas, Member of the Public said I am here to speak to you regarding several issues, but I want to get some commendations out of the way. First of all, I want to commend you for having the courage to speak regarding your personal beliefs regarding abortion. Second thing, I want to commend you on the Mira Las Cruces celebration that we had just this last weekend. Me and my mother thoroughly enjoyed it. The Azteca dancers, the ballet folklorico, the mariachis, the 575 Band. You pulled

Agenda Item #5.1.

off a good one. So, thank you for it and I want you to know we thoroughly enjoyed it. My next commendation to you Sir is regarding my area which I brought up to you the last time I got up and spoke regarding the Casas Lindas Project which is where I live and this morning the city personnel came out and they swept the street and a vacuum truck came out and sucked up the remaining water since I don't have drainage and I know that Mr. David Sedillo is working on that so I want to commend you and thank you for that. However, let me just give you a brief update what is going on the adjacent street, Calle del Sol. It is still a muddy mess, okay the barricades, the street barricades are gone which is good, the porta potties are gone, and so is the heavy equipment. There is nothing going on and I hope there is something planned in the works to bring another contractor in or something to give it a continuance to bring it to its end. I must tell you though that I have a fear of what it is going to look like for my street once the project comes to my street and the renewal starts going on there. I hope it doesn't take a year and half to complete. I do not want to be like my neighbors on Calle del Sol and then just one more quick note. The park at the end of the street, there is a little park there at the end of Calle del Sol and Calle del Encanto, you guys have neglected the grass. If it wasn't for the recent rain the grass would be completely dead. So, I hope that you can save that park. I am sure the grass will come back if you guys continue to water it.

Yoli Diaz, Member of the Public said we have requested a meeting with your staff to speak on the city's authority, responsibility and opportunity to address gaps in access to healthcare for indigent residents. We will be asking for your support and approval. The City of Las Cruces created the Telshor Fund from the lease of Memorial Medical Center. Those funds are public resources and carry with them a clear public purpose to benefit the health and welfare of this community. At the same time Dona Ana County operates an indigent healthcare program pursuant to New Mexico Law with a responsibility to provide care for qualifying residents. However, when gaps exist, particularly in access to hospital-based services and diagnostics there is both a policy and legal basis for intergovernmental collaboration to address those gaps. New Mexico Law expressly allows local governments to enter into joint powers agreements and memorandum of understanding to provide services that serve a public purpose. This includes the ability to pull resources, avoid duplication, and ensure continuity of care across jurisdictions. Given the documented concerns regarding barriers to hospital care over the past decade, the city is justified in taking corrective action that directly supports access to care. For that reason, I am requesting that the city enter into a memorandum of understanding or joint powers agreement with Dona Ana County and allocate \$500,000 from the Telshor Fund to the County's indigent program specifically restricted for diagnostic services and medically necessary care resulting from a diagnosis. This proposal is grounded in three key policy principles. First, access to care. Diagnostic services are an essential entry point into the healthcare system. Without them conditions cannot be identified or treated in a timely manner, undermining the effectiveness of all downstream care. Second, fiscal responsibility. Funding diagnostics reduces higher downstream costs associated with delayed treatment, emergency care and uncompensated hospital services. Early intervention is widely recognized as a cost containment strategy. Third, accountability. Where a public asset such as a formally city/county owned hospital has not fully met community expectations for access it is appropriate for the city to use available public funds to mitigate those impacts and ensure residents are not left without options. An

Agenda Item #5.1.

MOU or JPA structure would also provide necessary safeguards including defined eligibility, restricted use of funds, reporting requirements, and measurable outcomes. This ensures transparency and alignment with the intended public purpose of the Telshor Fund. This is a legally permissible policy sound and fiscally responsible action that directly advances the health and welfare of the community. I respectfully urge the city to consider, support and move forward with this proposed partnership and funding allocation.

Jan Thompson, Member of the Public said I am a person of faith and as a person of faith that I want to add my name to others who have already spoken regarding separation of church and state. I am aware of two instances that occurred within the last couple of months that violate the separation of church and state principle. I doubt very seriously that council was informed that these were going to happen nor were asked for their blessing regarding them, but I will hold council responsible for ensuring that this stops.

Victor Jacko, Member of the Public said I want to address the National Day of Prayer, and I am going to read a little dialogue here and it goes like this, "The National Day of Prayer complies with the separation of church and state because it is voluntary, noncohesive call for reflection rather than a government mandated religious practice. As a symbolic recognition of the roll of faith in American history, it falls under the category of ceremonial deism, which the Supreme Court has often distinguished as an establishment of state religion. No threat. It is not a threat to force or adopt a religion under government rather a place to ensure the freedom to stand for your own beliefs". I believe we have the freedom of speech. Under public law 82-324 Section 119, signed by the President in 1958, No person is forced but rather stands for the freedom to maintain if the resolution is made then even a National Day of Reason could not even be held as the same could say this form of belief is a religion within itself. Religion is a social culture system, designated behaviors, practice, morals, beliefs, world views, texts, sanctified places, prophecies, ethics, or organizations that generally relates humanity to the supernatural transcendental or spiritual element. We have a similar driving force. We fight for separation of church and state in the stand to make sure our liberties are never taken away from us. One of those indeed is prayer. Prayer is not a religion. It is a livelihood or a relationship. The Mayor has not changed who he was when he was elected. He has practiced who he was when he was elected. He has practiced his own liberties. He has done this the same way before and after elections. This is not enforcement of a way to believe but rather the freedom to be able to continue.

Lucas Herndon, Member of the Public said I was looking forward to potentially not coming to city council this week after coming week after week fighting hard for the GRT and the ongoing respect that this community asks for from our elected officials and yet again I stand before you for the Las Cruces Police Department killed a person in the act of being a human person. And I know, and I know I can already imagine the posts after this where my testimony here is taken from the public record and put on to the private YouTube page of certain political activists in this community at my expense and my family's but I can't help but think of this quote from Angela Davis, "Prisons do not disappear problems, they disappear human beings and the practice of disappearing vast numbers of people from poor, immigrant, and racially marginalized

Agenda Item #5.1.

communities has literally become big business". And I think about posts from the Las Cruces Police Department this week about how many service calls they received and I think about the press releases that they put out in the videos and their requests for more and more and more dollars to continue whatever it is that they do which based on the statistics of both this city and our state continue to be the most dangerous state to exist in when it comes to being shot and killed by the police. The Mapping Police Violence Project updates their records in the middle of the month so we don't actually have an update but if we are going back to the middle of April, New Mexico continues to lead the nation once again for the third or fourth or fifth year in a row as the most dangerous place to exist to be killed by the police. The argument about the man killed and what he is or what he was or what he was doing, or what he might have done is irrelevant. We live in a police state where the police get to eke out justice as they see fit based on their "training". That is always the excuse. And so, I will continue to show up every time they talk about funding the police for "more training". Because all I can hear is to learn how to kill us better and to learn how to kill us more every single time.

Tim Jenkins, Member of the Public said I stand before you today as a concerned member of our community and as of today we are now 123 days into 2026 and me personally all but myself have had to call LCPD 127 times now with 119 of those times being in District 4 under the watch of Johana Bencomo. Let me repeat that one more time, 119 times I have had to call LCPD in District 4 in an attempt to make our community safer for all. So, my question is, Johana Bencomo, what is it that you are doing in your own community to make this community safer for all because from my side of the aisle it doesn't look like much? Let us also mention that three members on this dais last month wasted over two hours of time going round and around about how to defund the police to the point that one council member said, "I don't even know why we are still having this conversation. We all know that the police get whatever they want, so why not just take the funds from public safety and they will figure out how to get them back". The same council member also says she will not sit by and allow Border Patrol to terrorize our children. I have never in the history of my life seen either Border Patrol or law enforcement terrorize our community as you suggest along with others. In fact, what I did witness two weeks ago was an individual on the highway approaching a Border Patrol station driving extremely careless and erratic to which I managed to get in front of him and pulled into the Border Patrol station two cars in front of him and alerted Border Patrol that something was not right. Turns out this individual had over 7,000 pounds of liquid cocaine marked as aloe vera in the back of his vehicle. This right here is the track record of our law enforcement officers and Border Patrol who we back and support 100%. Not the account that you and your progressive friends portray day in and day out as to defund and strip funds from their department to open our community to even more danger. God Bless and protect our officers from the evil that lurks in the very chambers we stand in today. We as a community back and support our officers in all their efforts to make this city safer for all.

4. READ CLOSED MEETING STATEMENT

4.1 READ MAY 4, 2026 CLOSED MEETING STATEMENT INTO THE RECORD.

The Las Cruces City Council met in closed session and only discussed those limited items as stated in the posted notice:

Agenda Item #5.1.

1. To discuss water rights, which is closed pursuant to NMSA 1978, Section 10-15-1H(8).
2. To discuss threatened litigation in the matter of Benjamin Ochoa, Claim No. 2025AL0144, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).
3. To discuss threatened litigation in the matter of Jose Puente & Juan Flores Sifuentes, Claim No. 2024AL0287, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).
4. To discuss threatened litigation in the matter of Juan Carlos, Claim No. 2024AL0131, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).

5. ACCEPTANCE OF AGENDA

City Councilor Michael Harris moved, seconded by Mayor Pro Tem John Munoz, to accept the agenda as presented with the removal of item 7.1 for discussion.

RESULT:	Carried
MOVER:	City Councilor Michael Harris
SECONDER:	Mayor Pro Tem John Munoz
AYES:	Mayor Eric Enriquez, City Councilor Cassie McClure, City Councilor William Mattiace, City Councilor Michael Harris, City Councilor Johana Bencomo, City Councilor Becky Corran, and Mayor Pro Tem John Munoz

6. CITY COUNCIL MINUTES

6.1 REGULAR CITY COUNCIL MEETING OF APRIL 6, 2026.

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

7.1 **RESOLUTION NO. 26-135: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR PROGRAM EVALUATION SERVICES WITH PIVOT EVALUATION, LLC VIA DOÑA ANA COUNTY CONTRACT NO. 26-165 FOR A TERM THROUGH NOVEMBER 30, 2029 IN AN AMOUNT NOT TO EXCEED \$147,253 INCLUDING APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-062).**

Donny Prosise, Purchasing Supervisor gave the overhead presentation.

Councilor Bencomo asked I am curious about if once this is approved today and they start making recommendations, how often then council and county governing bodies will get an opportunity to hear these projects?

Athena Huckaby, Member of the Public said I am the Special Project Manager for Dona Ana County, and I am seeing the expenditure of the Opioid Settlement Funds. My answer would be as often as you like. I would say that yearly reporting is required but the OSAC would be meeting once a month. I would want to have updates no less than quarterly, personally but I don't know how you all feel. Would that be sufficient do you think?

Agenda Item #5.1.

Councilor Bencomo said I think so. I would not want to overburden the committee either so I think honestly, I would really appreciate something like that.

Wes Smith, Fire Department Case Manager said the City of Las Cruces Accountability website is also being updated regularly. We have a live chart that will tell you when the revenues are coming in and we are working with management to get a report for our graph that will show expenditures as well, but we are not expecting expenditure with these contracts until July 1st.

City Councilor Becky Corran moved, seconded by Mayor Pro Tem John Munoz, to Approve Resolution No. 26-135.

RESULT:	Carried
MOVER:	City Councilor Becky Corran
SECONDER:	Mayor Pro Tem John Munoz
AYES:	Mayor Eric Enriquez, City Councilor Cassie McClure, City Councilor William Mattiace, City Councilor Michael Harris, City Councilor Johana Bencomo, City Councilor Becky Corran, and Mayor Pro Tem John Munoz

7.2 RESOLUTION NO. 26-136: A RESOLUTION APPROVING THE CITY'S PURCHASE OF A 0.225 ACRE TRACT OF LAND OWNED BY SANTIAGO R. SILVA LOCATED AT 5350 LONGVIEW LANE, FOR THE PURCHASE PRICE OF FIVE THOUSAND DOLLARS (\$5,000) AS PART OF THE DEVELOPMENT OF LONGVIEW LANE.

7.3 RESOLUTION NO. 26-137: A RESOLUTION AMENDING THE FY2026-2031 CAPITAL IMPROVEMENTS PROGRAM.

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

8.1 RESOLUTION NO. 26-138: A RESOLUTION ADOPTING FUNDING PRIORITIES AND ALLOCATIONS TO VARIOUS LAS CRUCES NON-PROFIT ORGANIZATIONS FOR FISCAL YEAR 2027 (FY27) TO PROVIDE HEALTH-RELATED PUBLIC SERVICE NEEDS AND AUTHORIZING THE INCORPORATION OF THE FUNDING AMOUNTS INTO THE CITY'S FY27 BUDGET.

Councilor Corran said I didn't say this during Conflict of Interest but because I serve on one of the boards of one of the organizations on this list, I would like to recuse myself for this consideration.

Sylvia Caldera, Housing & Neighborhood Specialist gave the overhead presentation.

Councilor McClure asked it says it is to support all the needs of various types, how are the current needs assessed for Las Cruces residents?

Natalie Green, Housing & Neighborhood Revitalization Administrator said the Housing and Neighborhood Services staff does a needs assessment every five years. In fact, you will be approving that in the next action item and so we use that as part of our priority settings for our application processes.

Agenda Item #5.1.

Councilor McClure said last year too I said I don't quite understand how all the needs cut exactly the same way and so I find it disserving that we haven't been able to say kind of hey, there is a couple of more needs in this arena than this arena and it just seems like we could be doing better to give money that is impactful.

Natalie Green said the recommendation is based on the committee. So, the committee has the option to give some agencies more or less. Typically, they have done even increments just for ease of contracting but we do that competitive application every two years so that we can look at changing the application process before the next round.

Councilor McClure said I am not entirely sure how it is competitive if they are all going to get the same amount of money and I also kind of spoke to my representative too who is on that board but it didn't seem even reading the minutes that there was that kind of conversation and perhaps I missed in previous minutes, I will give you that but I did not feel like that was a true reflection of the needs of the Las Cruces citizens.

Natalie Green said we can take that into consideration for the next application process. The application and guidebook is adopted by city council and so we are just using the guidebook that was previously adopted by the council, but we can look at changing that for the following year.

Mayor Enriquez asked when is that application process, when does it actually start?

Natalie Green said we run alternate application processes. So, this year is year 1 for health-related public services. It started in November of 2025, and it goes through May which is today and then we will work on contracts. Next year is a CDBG year so CDBG will start in October or November. We will solicit applications and go through that scoring process again and then health related will be up again in 2027 for the 28 fiscal year but council can make interim funding decisions at any time. Council just sets an allocation of the 600 for the competitive process.

Councilor Munoz asked can you explain CDBG, just for the edification of the public?

Natalie Green said we are actually going to cover it in the next presentation and so Community Development Block Grant funds, there is a small portion that is 15% of our entitlement allocation and that is set aside for public service programs and then there is a competitive application for other funding pots but again I will cover that in the next presentation more fully.

Councilor Bencomo asked is it 7 members of the committee?

Natalie Green said there is 7 members, there has not been 7 members in a while. We are going to work with the Clerk's Office to send reminders to the rest of the committee. It does make it challenging when there is not full membership of the board so we would like to get some additional members.

Councilor Bencomo said I always like to ask this question when we talk about this

Agenda Item #5.1.

item specifically because all boards obviously are really important but I do think this board particularly has this responsibility so it is important that we get folks to apply and then perhaps if we are really lacking folks figuring out a way to try to recruit folks that are interested in this because I know it is pretty important.

City Councilor Johana Bencomo moved, seconded by City Councilor Michael Harris, to Approve Resolution No. 26-138.

RESULT:	Carried
MOVER:	City Councilor Johana Bencomo
SECONDER:	City Councilor Michael Harris
AYES:	Mayor Eric Enriquez, City Councilor Michael Harris, City Councilor Johana Bencomo, and Mayor Pro Tem John Munoz
NAYS:	City Councilor Cassie McClure and City Councilor William Mattiace
ABSENT:	City Councilor Becky Corran

8.2 RESOLUTION NO. 26-139: A RESOLUTION ADOPTING THE 2026-2030 CONSOLIDATED PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE FOR THE CITY OF LAS CRUCES, AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THE RESOLUTION ALSO ADOPTS THE 2026 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS PROGRAM.

Natalie Green, Housing and Neighborhood Revitalization Administrator gave the overhead presentation.

Councilor Harris asked on the last slide, can you expand on what discrimination we are seeing, especially in mobile homes?

Natalie Green said we had about 17% of Las Cruces respondents said that they felt or experienced discrimination primarily, it doesn't say what they were experiencing. I will have to dig deeper into the report to look that up, but I can send that after this meeting.

Councilor Harris said that would be interesting to know. I guess to harken back to the last topic. I would be interested in visiting our criteria for those competitive awards. I know there is a lot of overlap in services amongst all of these organizations but splitting them up evenly doesn't scream competitiveness unless they were competing against other organizations who weren't included at all but that seems to be a pretty comprehensive list of orgs that we have in the city. So, before the next application cycle I think I would be interested at looking at that as well.

Natalie Green said we will send the application out right after this meeting and we are happy to take any feedback on how to change or improve the process.

Councilor Munoz said going back to slide 7 or 8. Again, not to belabor the issue but definitely I think another consideration would be contemporary events as to what is happening in and so what is happening now is affordability, food insecurity is significant and so when I think of groups like Casa de Peregrinos or other groups of

Agenda Item #5.1.

that effect or the Community of Hope I think there are some significant needs and we have so many priorities. I get that they are competing, but I think that on a contemporary basis we should see what is happening around us and food insecurity seems to be screaming at us right now.

Councilor Bencomo said I just want to speak to this point that we are sort of all circling around. I think certainly the feedback from the council and what we are seeing is important. I would argue that the feedback from these organizations is also important. I mean I think all of these organizations on this list and the item before they are all organizations that work together consistently and then we come out and we say here is this funding and now you guys need to compete against each other for frankly peanuts and so I think that maybe the bigger issue here is that there isn't enough money in the pot that people are competing for, number one and number two I think all of these organizations I assume have to go through a grant writing process. Like they have to expend as non-profits time to write grants which is not easy, and then I think that they present in front of the committee, right? And then the committee recommends and so I think the committee is saying we believe all of these organizations deserve some pot of money then let's do that and then they come to us and we are sort of setting doubt over the whole process. I feel like there is a level of respect to be had and also recognition that it is just a really small amount of money frankly and it goes back to this conversation about scarcity that I think that I have raised even a couple of weeks ago when we were talking about the budget and GRT and all of these things and it just doesn't feel like there is ever enough. That the need is really great and there is just never enough for social service organizations and I think that is always a shame. I really just want to say that. That I am always willing and ready to have a discussion on increasing the amount that gets spent every year or every two years for sure and then three, I just really want to thank these organizations for not only providing the services that they do in our community with limited resources but applying, being good partners and of course to the committee who give of their time to come up with these recommendations for us.

Natalie Green said I will add that we do not allow duplication of services, so the services funded under CDBG are distinctly different than the services under HRPS and within those organizations we also don't allow duplicate programming. So, each individual organization will have a distinctly different service than the others.

City Councilor Johana Bencomo moved, seconded by City Councilor Michael Harris, to Approve Resolution No. 26-139.

RESULT:	Carried
MOVER:	City Councilor Johana Bencomo
SECONDER:	City Councilor Michael Harris
AYES:	Mayor Eric Enriquez, City Councilor Cassie McClure, City Councilor William Mattiace, City Councilor Michael Harris, City Councilor Johana Bencomo, City Councilor Becky Corran, and Mayor Pro Tem John Munoz

8.3 COUNCIL BILL NO. 26-019; ORDINANCE NO. 3111: AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND CLS DEVELOPMENT PARTNERS, LLC FOR THE SALE OF APPROXIMATELY 15.30 ACRES OF MUNICIPALLY

Agenda Item #5.1.

OWNED LAND WITHIN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK FOR THE PURCHASE PRICE OF FIVE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED NINETY-TWO DOLLARS (\$573,792.00) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312.

Isaac Holguin, Economic Development Project Manager gave the overhead presentation.

Councilor Harris asked when we sell land like this where do the proceeds go inside the city accounts?

Isaac Holguin said the funds are split up into two accounts, 50% is allocated to the affordable housing land bank and trust and 50% will be in our own budget here at the Economic Development.

Councilor Harris asked the budget that is in Economic Development can be used for general operations, for improving the Industrial Park?

Isaac Holguin said so we try to identify within the Industrial Park different projects that we need such as infrastructure. As Elizabeth mentioned earlier that there are some projects that we allocate incentives to such as Endurance Technology. Some of those funds could also be used at that time.

Leon Oloya, Member of the Public said I am with CLS Development. The project is definitely something that we are attracted to when we hear the needs of the city and the needs of the state in terms of the speculative infrastructure in order to attract jobs which then attract the rest of the economic value chain. We do expect this to be one of a few so we do want to start with this phase I but the hope and pray is that it gets consumed like Ms. Elizabeth Teeters just mentioned here today like so many other projects and start phase 2 immediately thereafter. We do want to make a true class A product so something that will have curb appeal, something that looks nice to folks driving by I-10 and so on and so forth.

Mayor Enriquez asked if you could also share some of your background and why your interest in Las Cruces?

Leon Oloya said I myself am a graduate of New Mexico State. I was a student from 99 to 04, played football here and enjoyed the city and always thought it would be a place to come back and bring some development. Upon graduation I left worked in oil and gas in the Houston area, Exxon Mobile specifically for nearly 20 years and leveraging some of the same project management and sound engineering methods to bring something that is reliable, repeatable and nice to the city that can then spur economic development is definitely something that is high on our mission statement. As a historical engineer we want to build stuff. So, we do like building boxes so to speak, nice and easy and boring and let the business themselves then drive the rest of the value chain.

Councilor Mattiace said I am really glad to see this. I noticed MVEDA is back there.

Agenda Item #5.1.

We have been trying to this I don't know how many years ready to fill warehousing, 8 ½ years that I was with the New Mexico Border Authority Director, this is what made Santa Teresa grow. When we had these warehouses ready and built and the plats done, we just saw the businesses pour in. So, I really appreciate you investing in Las Cruces and the Industrial Park and Economic Development Department, thank you as well.

Councilor Munoz said I just want to thank Isaac, Celina, Elizabeth and the CLS partners, Leon, for putting this together. We hope that this a venture that will continue for many many years ahead, welcome to Las Cruces.

Mayor Enriquez said thank you and just an appreciation and gratitude of you wanting to give back to Las Cruces, as educated at NMSU, playing football, it is great that you are coming back and trying to do something for our community and we appreciate it and we thank Preston also for keeping you in mind and keeping you in the loop and recruiting you so thank you.

City Councilor Becky Corran moved, seconded by City Councilor Johana Bencomo, to Approve Ordinance No. 3111.

RESULT:	Carried
MOVER:	City Councilor Becky Corran
SECONDER:	City Councilor Johana Bencomo
AYES:	Mayor Eric Enriquez, City Councilor Cassie McClure, City Councilor William Mattiace, City Councilor Michael Harris, City Councilor Johana Bencomo, City Councilor Becky Corran, and Mayor Pro Tem John Munoz

8.4 COUNCIL BILL NO. 26-020; ORDINANCE NO. 3112: AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF A CITY-OWNED VACANT PARCEL OF LAND KNOWN AS THE SOUTH 75' OF LOTS 21, 22, 23, & 24, BLOCK 20, PALMER'S SUBDIVISION (AKA 705 N. 5TH STREET) TO NEW WIND INCORPORATED DBA CROSSTOWN MINISTRIES FOR THE DEVELOPMENT OF AFFORDABLE HOUSING AS AUTHORIZED UNDER THE STATE OF NEW MEXICO'S AFFORDABLE HOUSING ACT (THE ACT) NMSA 1978 CHAPTER 104, IN CONJUNCTION WITH THE CITY OF LAS CRUCES AFFORDABLE HOUSING GENERAL OVERSIGHT ORDINANCE.

Jan Lauterbach, Housing & Neighborhood Manager gave the overhead presentation.

John Pickett, Member of the Public said it is a real privilege to stand before you with this opportunity. We have been doing work with transitioning men back from prison for over ten years. Our programing has been this successful. We have only had 2 men out of 65 who have returned to prison. We are transitioning them with programing. It starts in prison and then continues as they come out. The Department of Corrections called us and asked us if we would consider a women's house and we said we have really wanted to do that and their encouragement I went to Rose Garcia and I am very thankful to Rose because she told me what to do and we followed her example and so we have been to the MFA. They have preliminarily approved half a million dollars for this project. We have a contractor, Randy Farmer, who you probably know who is donating all of his time and material. He has gotten several who have come along to donate to us and we think we have it covered now and if worst case scenario if something props up that we don't know about First American Bank has already

Agenda Item #5.1.

guaranteed us a loan to finish the project so we are ready to go and this will be a Department of Corrections/ New Wind partnership for women returning from prison.

City Councilor Becky Corran moved, seconded by City Councilor Johana Bencomo, to Approve Ordinance No. 3112.

RESULT:	Carried
MOVER:	City Councilor Becky Corran
SECONDER:	City Councilor Johana Bencomo
AYES:	Mayor Eric Enriquez, City Councilor Cassie McClure, City Councilor William Mattiace, City Councilor Michael Harris, City Councilor Johana Bencomo, City Councilor Becky Corran, and Mayor Pro Tem John Munoz

8.5 COUNCIL BILL NO. 26-021; ORDINANCE NO. 3113: AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF FOUR CITY-OWNED VACANT PARCELS, LOCATED AT (1) 1262 N. TORNILLO STREET, (2) 1252 N. TORNILLO STREET, (3) 1242 N. TORNILLO STREET, AND (4) 1040 N. CAMPO STREET, TO TIERRA DEL SOL HOUSING CORPORATION FOR THE DEVELOPMENT OF SINGLE-FAMILY AFFORDABLE HOUSING UNDER THE STATE OF NEW MEXICO'S AFFORDABLE HOUSING ACT (THE ACT) NMSA 1978 CHAPTER 104, IN CONJUNCTION WITH THE CITY OF LAS CRUCES AFFORDABLE HOUSING GENERAL OVERSIGHT ORDINANCE.

Hilda Reyes, Housing Development Specialist gave the overhead presentation.

Rose Garcia, Member of the Public said while this is a small project it is in the center of the city, the oldest part of the city and that is a very special neighborhood that we have worked for many years, about 25 houses. So, we want to resume the infill lots that you may have. We are not asking for the money, we are asking for your vacant lots that you have in your land trust and so that is a wonderful opportunity to be able to build homes and offer them to the local neighborhood. Especially like the young families that want to live near their parents and so that is what we are marketing it to. So, I really appreciate the department of Community Development. One worked with us very wonderfully on this so that we have been able to identify the lots. These lots are located right behind Our Lady of Health and then near the Police Department, so it is a great infill location.

City Councilor Becky Corran moved, seconded by City Councilor Johana Bencomo, to Approve Ordinance No. 3113.

RESULT:	Carried
MOVER:	City Councilor Becky Corran
SECONDER:	City Councilor Johana Bencomo
AYES:	Mayor Eric Enriquez, City Councilor Cassie McClure, City Councilor William Mattiace, City Councilor Michael Harris, City Councilor Johana Bencomo, City Councilor Becky Corran, and Mayor Pro Tem John Munoz

9. BOARD APPOINTMENTS

9.1 JENNIFER DAHLGREN

City Councilor Becky Corran moved, seconded by City Councilor Michael Harris, to appoint Jennifer Dahlgren to the ADA Committee.

Agenda Item #5.1.

RESULT:	Carried
MOVER:	City Councilor Becky Corran
SECONDER:	City Councilor Michael Harris
AYES:	Mayor Eric Enriquez, City Councilor Cassie McClure, City Councilor William Mattiace, City Councilor Michael Harris, City Councilor Johana Bencomo, City Councilor Becky Corran, and Mayor Pro Tem John Munoz

10. NOTICE OF PROPOSED ORDINANCE(S)

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

10.1

None.

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11.1 COUNCILOR MCCLURE

I tend not to do this, but I am going to read something. I wanted to read this in its totality partially because there is always an accusation that we are not doing enough and I think the slide that had the duck on it earlier was very indicative of kind of the paddling that is happening underneath and we look like cool calm ducks up here but there is a lot going on but not just from us but also from our staff more importantly. Let me give you a little bit of context. I met with myself, Pat Acosta from the Youth Diversion Development, my Vice Chair Vanessa Ordoñez and with the big New Mexico Juvenile Justice Advisory Board. They came down to do a tour of all of the continuums. So, before our meeting, which I was telling them we are in a rebuilding phase, I am inviting people, give us time. We had a really good conversation about where they wanted to go, where the state could go, how they could help and I very much placed us on we are willing to do as much as we can in terms of capacity but here is what we are already doing and this is what we received and just bear with me. "Dear City of Las Cruces leadership. Thank you for hosting us on our recent site visit to Las Cruces to attend your local Continuum Board meeting. On behalf of the New Mexico Juvenile Justice Advisory Committee, we are writing to express our formal and unequivocal support for the City of Las Cruces Youth Development and Diversion Program administrated through the Parks & Recreation Department. This program has established itself as a vital resource for youth and families throughout all of Dona Ana County reflecting commitment to community safety, early intervention and the wellbeing of young people at risk. Over nearly four years the program has earned statewide recognition for its community-based approach, its responsiveness to youth needs and its ability to evolve based on data outcomes and local needs of assessment. While the Teen Intervention Prevention Program, TIPP is one of the most visible and impactful initiatives it is only one example of the high-quality services being provided. Together these programs create a continuum of care that strengthens protective factors, reduces juvenile justice involvement and promotes healthier outcomes for youth countywide. The development expansion of the TIPP illustrates the program's dedication to addressing pressing concerns, particularly violence prevention including domestic violence. In the past year alone, services have

Agenda Item #5.1.

expanded to Chaparral, Hatch, and Anthony, have been incorporated into programming at the John Paul Taylor Center and will soon extend to the Dona Ana County Juvenile Detention Center. These expansions demonstrate a clear commitment to ensuring equitable access to prevention and diversion services across urban and rural areas alike. We also commend this program forward looking strategy to pilot the gun violence prevention initiative in fiscal year 2027. This effort aligns with statewide juvenile justice priorities and positions Dona Ana County as a leader in proactive research and foreign prevention planning. Central to the program's success is its highly dedicated staff. These professionals regularly work evenings, weekends and travel throughout the region to meet youth and families where they are. Their intensive case management, consistent follow up and strong relationships with the community partners represent the best practices in diversion and youth development. The commitment demonstrated by this team reflects the very best of the City of Las Cruces investment in community programming. Given the breadth of services provided, the scope of the county wide impact and its significant demands based on staff, the JJAC respectfully supports and encourages the City of Las Cruces to consider staffing levels and compensation that it appropriately reflect the program's responsibilities, workforce requirements, and demonstrative outcomes ensuring adequate resources to protect the stability of programs for children and families across Dona Ana County. Thank you for your continued leadership and commitment to supporting effective youth serving programs. We remain available to provide any additional information and support. Sincerely Thomas Swisstack, Chair of the Juvenile Justice Advisory Committee."

So, I would love to give kudos to our staff who do work very hard to make sure that we can do what we can in terms of case management, in terms of reaching our kids. It is hard, it is in the beginning stages, and our next meeting is May 27th, at noon at the WIA building. I would like to invite legislators, citizens, concerned people, kids. Come on out and join us. There is always free food and if we have to split a sandwich in half to feed everybody, we will do that.

11.2 COUNCILOR MATTIACE

I just want to bring up the possibility, and I will probably need some research done. I heard through the grapevine that the rank choice voting possibly was dropped in Santa Fe and maybe repealed in Albuquerque, New Mexico. We bring up resolutions now and then and I was thinking maybe entertaining a resolution in the future and make the City of Las Cruces repeal the rank choice voting. If I can get some help from the City Manager and the Legal Team, Doug if that in fact happened in Albuquerque and Santa Fe. We always do everything Santa Fe does so maybe we can just follow the same procedure.

11.3 COUNCILOR HARRIS

I would also like to echo support for our Juvenile Justice Continuum and our youth programs. If we don't invest in the community and try and get ahead of problems, then it is going to be a lot more expensive for us to address programs later.

I have also had a few people ask me about a youth council and I think that is also a very interesting idea. When we are trying to stand up these programs I think that it is important that we actually hear from the kids who would be involved and get their

Agenda Item #5.1.

input and get their ideas instead of stand up here and say, we are going to do all these fun things, please come and they are like no thanks that doesn't sound great. I would love to get some more input via you city council or some other kinds of things and we can look at other cities as models for that. Speaking at looking at other cities as models and doing the same thing as other cities up north are doing, it's coolish right now but is going to get real hot here real soon and a lot of other cities in the southwest and Albuquerque as well have passed ordinances that require certain levels of cooling in housing and we have been looking at some policy research internally, that is the lower half of the duck and if people have some thoughts on that it would be something that I would be very interested in championing and pushing forward.

11.4 COUNCILOR BENCOMO

None.

11.5 COUNCILOR CORRAN

I do want to wish all of the NMSU grads which I think includes Chief Story, I am not sure, maybe. All of the folks that will be graduating in the next few weeks regardless of institution, I won't force you to admit that it is not NMSU but also all of the NMSU grads specifically. Happy graduation because I don't think we will meet again before then at DACC grads folks, who are achieving all kinds of cool accomplishments including those not from our own institution still respect and appreciation and gratitude for all of those folks and their families. Welcome to town and please be safe driving around. They are kind of taking a lot of pictures around a lot of Las Cruces landmarks so please be safe as graduates are happily around town.

Speaking of graduation, I also wanted to appreciate Chief Daniels for the invitation to the Fire Department graduation ascension, I don't know what it is officially called, pinning the folks who graduated. It was great to see their families in this community support. Mayor told some really great stories in his speech, so I really appreciate it you gave me a lot of food for thought so thanks. It was quite moving. The entire evening was quite moving so thank you for the invitation.

11.6 COUNCILOR MUNOZ

With all the things going on with the world and all the challenges we face, my cup was full this weekend. I had the opportunity to attend the NMSU Capstone Engineering Award Ceremony. Amazing young adults, mainly students that put together projects that are real world and will have an impact maybe just not here in New Mexico or in our country but perhaps internationally and it was great to see that energy and Brook Montgomery and Dr. Gabe Garcia from NMSU put that together to recognize those students and give them a moment in the lime light and actually selfishly maybe even recruiting them to stay here in our community. So, I enjoyed that very much and enjoyed seeing staff that was able to attend with us.

Also, this weekend I was able to attend the senior soiree. Wonderful event at the Munson Center. I saw a lot of smiles from our seniors who have helped build our community and who were there for us where we took a moment to put smiles on their faces and have them enjoy, have them have a great time. The Greater Chamber of Las Cruces, the leadership of Las Cruces, ambassadors, everyone who was involved

Agenda Item #5.1.

including our very own Councilor McClure and Sonya who did just amazing work. It was just a wonderful event, and I just couldn't tell you how much I enjoyed that and was a little bit intimidated by some of the dancing that was going on there. Very very talented dancers that have been dancing for probably 80 or 90 years so fantastic.

Also wanted to pause and talk about John Delgado who passed, who was a member of our city family. During the campaign trail I met him. A handsome, very direct questions for me and we had continuous discussions and then later on he was able to make time for me. What I wanted to understand from a young perspective because he was a very young adult, what some of the issues were. I wanted to make sure I understood and we talked about everything from Palestine to barricades to cooling systems, just a myriad of issues so aware of politics and policy. We spent time at Grounded having coffee or lunch and he would say well if I am late I will tell them I was with you and I would tell him, no don't be late John, don't be late and head back. But I enjoyed those conversations and more than him being a community builder he was a friend.

11.7 MAYOR ENRIQUEZ

Congratulations to Chief Daniels and Las Cruces Fire Department on the 39th graduation academy class. It is an attitude of gratitude towards individuals such as Mr. Oloya that came up today and once a former Aggie that wants to give back to the community and on Friday I was invited to read a proclamation at the baseball field at NMSU where Mike and Judy Johnson donors and contributed to the stadium and now it is the Johnson Stadium, it is still Presley Askew Field but it is Johnson Stadium. They did a lot of renovations and donated for the seats, the dugouts, the turf on the fields and just made it a spectacular place to enjoy and watch baseball. But it takes individuals like that to give back to the community, and we have so many that do that and I just want to say that I appreciate everyone that gives back to Las Cruces and their community.

12. CITY MANAGER REPORT

12.1 IKANI TAUMOEPEAU

There was a public comment shared today about Calle del Sol, Avenida Blanco and I just wanted to share an update. We are currently working with a surety company and the bonding process. A contractor was not fulfilling their end of the deal and so we are working through a process and that does take time. Currently here is what is happening. Street crew will be removing the construction rock entrances at the entrances at milling and compact them in place for a covered surface improved access. This will begin later this week. If not, now I am hearing later this week, now or tomorrow. It is happening at this time so hopefully by next public comment we will see the improved access, so I just want to give an update. Again, this is a temporary measure until we can figure out everything with the bonding company so that we can keep these contractors doing what they are supposed to and if not, they are going to have to pay.

Additionally, I appreciate Councilor Mattiace, sharing about looking into the rank choice voting and repealing. I just want to share that. I hear you. If council, if that is something that council is interested in, we would just need consensus and then we

Agenda Item #5.1.

can bring that to you as a body. Just let us know Mayor.

13. ADJOURNMENT

13.1

City Councilor Michael Harris moved, seconded by City Councilor Becky Corran, to adjourn at 3:52 p.m.

RESULT:	Carried
MOVER:	City Councilor Michael Harris
SECONDER:	City Councilor Becky Corran
AYES:	Mayor Eric Enriquez, City Councilor Cassie McClure, City Councilor William Mattiace, City Councilor Michael Harris, City Councilor Johana Bencomo, City Councilor Becky Corran, and Mayor Pro Tem John Munoz

Mayor

City Clerk



26-144

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:	June 1, 2026
Drafter:	Donny Prosisie		Department:	Financial Services
Title:	A RESOLUTION AUTHORIZING AN ANNUAL SPENDING LIMIT FOR OCCUPATIONAL MEDICAL SERVICES WITH WORKMED, INC. OF LAS CRUCES, NEW MEXICO IN AN AMOUNT NOT TO EXCEED \$300,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-005).			

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

PURPOSE(S) OF ACTION:

To authorize a contract for occupational medical services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) requires occupational medical services from a qualified medical professional for pre-employment and in-service physicals; medical treatment and coordination of medical care related to workers' compensation claims; ergonomic reviews; intermittent work with the City Attorney to assist in the City's defense in proceedings or legal actions in regards to workers' compensation claims; and acting as the City's Medical Review Officer (MRO) with respect to drug and alcohol testing.

On October 3, 2025 the City's Purchasing Program advertised Request for Proposal No. 25-26-005 for occupational medical services. The solicitation resulted in the receipt of two (2) proposals that were evaluated by the Selection Advisory Committee (SAC) on November 18, 2025. The SAC recommended award to the highest-ranked respondent and incumbent vendor, Workmed, Inc. of Las Cruces, New Mexico.

The City contracted with Workmed, Inc. for a term of five (5) years from March 1, 2026 through February 28, 2031. Annual expenditures are expected to exceed the \$100,000 threshold requiring City Council approval. The Legal Department's Risk Management Program is requesting authorization to set the annual spending limit for these services to an amount not to exceed \$300,000 plus applicable taxes annually, subject to approved budget appropriations.

SUPPORT INFORMATION:

[Attachment "A" 25-26-005 Occupational Medical Svcs - Workmed](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

Agenda Item #6.1.

DOES THIS AMEND THE BUDGET?:

- ☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various

AVAILABLE AMOUNT: Various

EXPENDITURE AMOUNT:
Various

Funding Source(s):

Various

Overall Budget Impact:

City departments / programs will request services on an as-needed basis, subject to approved budget appropriations.

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

- ☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing a contract for occupational medical services with Workmed, Inc. of Las Cruces, New Mexico for a term of five (5) years in an amount not to exceed \$300,000 plus applicable taxes annually, subject to approved budget appropriations.
2. Vote "No"; this will deny the Resolution, and City Council will need to provide City staff with alternative direction.
3. Vote to "Amend"; this could modify the Resolution based on direction to City staff.
4. Vote to "Table"; this will delay authorizing a contract for occupational medical services, which could negatively impact City operations.

Agenda Item #6.1.

RESOLUTION 26-144

A RESOLUTION AUTHORIZING AN ANNUAL SPENDING LIMIT FOR OCCUPATIONAL MEDICAL SERVICES WITH WORKMED, INC. OF LAS CRUCES, NEW MEXICO IN AN AMOUNT NOT TO EXCEED \$300,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-005).

The City Council is informed that:

WHEREAS, the City requires occupational medical services from a qualified medical professional for pre-employment and in-service physicals; medical treatment and coordination of medical care related to workers' compensation claims; ergonomic reviews; intermittent work with the City Attorney to assist in the City's defense in proceedings or legal actions in regards to workers' compensation claims; and acting as the City's Medical Review Officer (MRO) with respect to drug and alcohol testing; and

WHEREAS, on October 3, 2025 the City's Purchasing Program advertised Request for Proposal No. 25-26-005 for occupational medical services, resulting in the receipt of two (2) proposals that were evaluated by the Selection Advisory Committee (SAC) on November 18, 2025, and the SAC recommended award to the highest-ranked respondent and incumbent vendor, Workmed, Inc. of Las Cruces, New Mexico; and

WHEREAS, the City contracted with Workmed, Inc. for a term of five (5) years from March 1, 2026 through February 28, 2031, and annual expenditures are expected to exceed the \$100,000 threshold requiring City Council approval; and

WHEREAS, the Legal Department's Risk Management Program is requesting authorization to set the annual spending limit for these services to an amount not to exceed \$300,000 plus applicable taxes annually, subject to approved budget appropriations.

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

(I)

THAT the Resolution authorizing the annual spending limit of an amount not to exceed \$300,000 plus applicable taxes annually, subject to approved budget appropriations for occupational medical services with Workmed, Inc. of Las Cruces, New Mexico, 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

THIS AGREEMENT made and entered into on this 1st day of March 2026 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Workmed, of 2525 S Telshor, Las Cruces, NM, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Occupational Medical Services

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP No. 25-26-005 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS

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

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP No. 25-26-005, as outlined in Exhibit A, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed.

CONTRACTOR will submit detail invoice rendered each month. Invoices shall be submitted to the City by e-mail to disbursements@lascruces.gov.

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 five (5) years. 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. Commercial General Liability Insurance
 - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.

- d. Coverage must be primary and non-contributory.
- e. Coverage must be per project or per location.
- f. Coverage must be on an occurrence form.
- g. Subrogation must be waived.
- 2. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
- 3. Workers’ Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.
- 4. Professional Liability Insurance
 - a. During the term of the Agreement and any tail coverage period, Physician shall maintain professional liability (medical malpractice) insurance covering Physician’s professional services rendered pursuant to this agreement with limits of liability of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence, subject to an annual aggregate of not less than Seven Hundred Fifty Thousand Dollars (\$750,000) where applicable, issued by an insurance carrier authorized to do business in the State of New Mexico and qualified or eligible for qualification under the New Mexico Medical Malpractice Act (NMSA 1978, 41-5-1 et seq.).

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

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

18. INDEMNITY AND LIMITATION

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

19. APPLICABLE LAW

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

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

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Blake Davenport

With Copies to: Purchasing Manager

TO CONTRACTOR: Workmed, Inc.
 2525 S. Telshor Blvd, Suite 16-108
 Las Cruces, NM 88011

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.

WORKMED, INC.

BY: 
Name Stephanie Gallado
Title Administrator

April 10, 2026

Date

CITY OF LAS CRUCES

BY: 
Alicia Hernandez
Purchasing Manager

5/6/2026

Date

APPROVED AS TO FORM

 for BB 01/28/2026
City Attorney

THE REST OF THE PAGE INTENTIONALLY LEFT BLANK

EXHIBIT A

SERVICES

SCOPE

Overview

At a minimum, the City seeks to obtain the following services in a cost-effective manner (subject to legal restrictions and professional ethics and judgement) and in compliance with appropriate Federal or State laws (i.e. Americans with Disabilities Act, Family Medical Leave Act, Workers' Compensation and Occupational Disease Acts) and regulations issued by regulatory agencies such as Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), Federal Transit Administration (FTA), National Fire Protection Association (NFPA), and the Workers' Compensation Administration.

A. General Support Services

1. Designate a qualified physician to act as Medical Director for this contract. The Medical Director shall provide medical oversight for all services provided by the contractor and shall maintain protocols as procedures to be followed by all medical staff of the contractor.
2. Assist in developing and maintaining a medical provider network for the delivery of medical care beyond the expertise and/or ability of the contractor and assist the City in negotiating favorable pricing. These specialist and support facilities shall include, but not to be limited to hospitals, pharmacies, medical laboratories, medical supply houses, x-ray facilities, physicians, surgeons, osteopaths, podiatrists, dentists, chiropractors, physical therapists, ophthalmologists, audiologists, psychologists, psychiatrists, rehabilitation specialists, drug testing laboratories, etc.
3. Provide oversight, coordination and medical case management on any case that requires a referral to another medical provider.
 - a. For workers' compensation referrals, the contractor shall obtain prior authorizations for the referral from the City's Third-Party Administrator.
 - b. For pre-employment, in-service, periodic, or transfer physicals, the contractor shall obtain prior authorization for the referral from the Human Resources Department of the City.

4. Assist the City in evaluating accommodations that may be requested by applicants or employees in compliance with the Americans with Disabilities Act.
5. Provide up-to-date medical records and reports, as appropriate, when making referrals to other providers.
6. Provide existing medical records and reports to the City's attorneys when necessary to provide for the City's defense in proceedings or legal actions and give depositions and live testimony when requested.
7. Provide existing medical records and reports to a patient or their attorney/designated representative when requested and authorized in writing by the patient.
8. Obtain positive form of identification from City employees and applicants prior to provision of services.
9. Maintain adequate staffing to perform all services in a timely manner.

B. Workers' Compensation Medical Treatment and Case Management

1. Furnish reasonable and necessary medical care to City employees who incur on-the-job injuries or occupational diseases.
2. Maintain adequate staffing to perform all services in a timely manner.
 - a. Employees seeking initial medical care for on-on-the job injuries shall be seen without unreasonable delay and not later than the next business day.
 - b. Follow-up appointments shall be scheduled as medically appropriate to expedite the earliest possible return to work as well as obtaining the best therapeutic result.
3. Perform and/or coordinate functional capacity evaluations and provide testimony as required.
4. Perform evaluations of impairments/pre-existing conditions in accordance with the American Medical Association (AMA) "Guides to the Evaluation of Permanent Impairment," or comparable publications by the AMA.
5. Coordinate and cooperate with staff of the Risk Management Section in the analysis of accidents and illnesses that point to specific causes that can be controlled or eliminated through safety implementation or practices.
6. Provide selective periodic monitoring and/or ergonomic analyses of work environments or practices at the request of the City.

C. Pre-Employment and In-Service Physical Exams

1. Perform pre-employment medical examinations appropriate to the physical demands of the tasks to be performed by the applicant.
2. Perform in-service, periodic and transfer medical examinations appropriate to the position requirements of the employee, to include:
 - a. Hearing Conservation in accordance with OSHA regulations.

- b. Bloodborne Pathogen education, inoculations and examinations in accordance with OSHA regulations.
 - c. Tuberculosis (TB) testing in accordance with Center for Disease Control regulations.
 - d. Hazardous Waste Operations and Emergency Response examinations in accordance with OSHA regulation 1910.120.
 - e. Respirator evaluation in accordance with OSHA regulation 1910.134.
 - f. Medical Evaluations of Fire Department personnel in accordance with National Fire Protection Association (NFPA) 1582, current edition.
 - g. Other general fitness for duty examinations requested by the City.
 - h. Immunizations as applicable per job description in accordance with OSHA and the NFPA.
 - i. Periodic cancer screenings appropriate to occupational exposure (Fire Department only).
3. Maintain adequate staffing to perform all services in a timely manner. Non-injury examinations (pre-employment and in-service physicals) shall be scheduled within one (1) week of request by the City.

D. Drug and Alcohol Testing

- 1. Federal Drug and Alcohol testing for Federal Transit Administration (FTA), Pipe and Hazardous Materials Safety Administration (PHMSA), and Federal Motor Carrier Safety Administration (FMCSA)
 - a. Random
 - i. Available during scheduled City operational hours
 - ii. Current DOT approved drug panel methods
 - iii. DOT approved Blood Alcohol Test
 - b. Post accident
 - i. Available 8am to 8pm Monday through Friday and on-call 24 hours a day, seven (7) days per week with 30-minute response time
 - ii. Current DOT approved drug panel methods
 - iii. DOT approved Blood Alcohol Test
 - c. Reasonable suspicion
 - i. Available 8am to 8pm Monday through Friday and on-call 24 hours a day, seven (7) days per week with 30-minute response time
 - ii. Current DOT approved drug panel methods
 - iii. DOT approved Blood Alcohol Test
 - d. Follow-up
 - i. Available at minimum of 8am to 8 pm Monday through Friday
 - ii. Current DOT approved drug panel methods
 - iii. DOT approved Blood Alcohol Test

- e. All pre-employment
 - DOT approved drug panel methods
- 2. Non-Federal
 - a. Random
 - i. Available during scheduled City of Las Cruces operational hours
 - ii. Current DOT approved drug panel methods
 - iii. DOT approved Blood Alcohol Test
 - iv. (law enforcement only) Tetrahydrocannabinol (THC), barbiturates, methadone, methaqualone, propoxyphene, benzodiazepines, and anabolic steroids
 - b. Post accident
 - i. Available 8am to 8pm Monday through Friday and on-call 24 hours a day, seven (7) days per week with a 30-minute response time
 - ii. Current DOT approved drug panel methods
 - iii. DOT approved Blood Alcohol Test
 - c. Reasonable suspicion
 - i. Available 8am to 8pm Monday through Friday and on-call 24 hours a day, seven (7) days per week with 30-minute response time
 - ii. Current DOT approved drug panel methods
 - iii. DOT approved Blood Alcohol Test
 - iv. Synthetics (Spice, K2, bath salts)
 - d. Follow-up
 - i. Available at minimum of 8am to 8 pm Monday through Friday
 - ii. Current DOT approved drug panel methods
 - iii. DOT approved Blood Alcohol Test
 - iv. Synthetics (Spice, K2, bath salts)
 - e. All pre-employment
 - i. DOT approved drug panel methods

E. Services of a Medical Review Officer

The Medical Director shall be certified to be and shall perform the duties of a Medical Review Officer (MRO, as defined and enumerated in DOT and FTA regulations) for the City in relation to any alcohol and/or drug testing procedures/requirements, and the MRO shall provide testimony/information as required. The contractor shall secure the services of one (1) additional certified MRO who shall perform in this capacity in the absence of the Medical Director. In regards to the PHMSA testing, MRO must be offsite

F. Specific Instructions

1. Medical records

The Contractor will be responsible for developing and maintaining current individual medical records in sufficient detail and clarity so as to meet, or exceed, industry standards. As part of the Agreement, the Contractor will be required to agree to the following provisions regarding medical records:

- a. The medical records and reports generated under this Agreement are the property of the City, and the Contractor shall not restrict reasonable access to these records.
- b. The City may, at its option and expense, cause an audit review to be conducted of the medical records to assure quality standards are being maintained.
- c. The Contractor shall provide copies of medical records and reports to the City or its designated agents to facilitate the City's ability to make timely employment decisions; process indemnity payments; or provide for its legal defense.
- d. Upon termination of the Agreement, Contractor will promptly, at no cost to the City, release and direct the medical records and reports to the custody and control of the City or its designated agent.

2. Billing requirements

- a. Pre-employment or in-service physicals
 - i. Date of services
 - ii. Patient's full name
 - iii. Job title
 - iv. City department to which applicant/employee is/would be assigned
 - v. Reason for examination (pre-employment, commercial drivers license, etc.)
 - vi. Fee
- b. Workers' Compensation medical care
 - i. Date of services
 - ii. Date of injury
 - iii. Patient's full name
 - iv. Job title
 - v. Extent of examination (brief, limited, etc.)
 - vi. Additional services for which fees are charged
 - vii. Associated fee(s)
- c. Other charges
 - i. Date of services
 - ii. Task description
 - iii. City's authorizing designee
 - iv. Associated fee(s)
- d. Medical Review Officer
 - i. Date of service
 - ii. Identification Code
 - iii. Associated fee(s)

COST MATRIX

Part 1:

Workers' Compensation

Provide a discount off the Maximum Allowable Payment for Healthcare Services 20%

Part 2:

Employee Physicals

	Price offered to City	Discount Rate	Regular Price
Pre-employment			
Basic: Non-Sworn	\$ 56.25	25 %	\$ 75.00
*Law Enforcement Officer	\$ 364.00	20 %	\$ 456.25
*Firefighter	\$ 288.00	17 %	\$ 347.00
Seasonal Employee	\$ 56.25	25 %	\$ 75.00
In-service/Periodic			
Basic: Non-Sworn	\$ 56.25	25 %	\$ 75.00
*Law Enforcement Officer	\$ 150.00	40 %	\$ 250.00
*Firefighter	\$ 150.00	40 %	\$ 250.00
DOT/CDL	\$ 69.00	17.76 %	\$ 84.00
Hearing Conservation	\$ 30.00	25 %	\$ 40.00
Fitness for Duty	\$ See Notes		
Other Services			
Hepatitis A Vaccinations	\$ 120.00	20 %	\$ 150.00
Hepatitis B Vaccinations	\$ 120.00	20 %	\$ 150.00
Hepatitis B Titer	\$ 36.00	20 %	\$ 45.00
PPD 5TU	\$ 22.20	20%	\$ 29.00
Treadmill	\$ 80.00	20%	\$ 100.00
X-Ray's	As per worker's comp fee schedule		
X-Ray's Chest for positive TB	\$ 65.00	23.53%	\$ 85.00

*Pre-employment Law Enforcement Officer included the following: Physical exam, vision, Labs (cbc, cmp, rpr, u/a) PPD, EKG, Drug Screen w/alcohol, audio.

*Pre-employment Fire includes the following: Physical exam, 2 view chest x-rays, visions, spirometry, labs (cbc, cmp, lipid, u/a) PPD, and audio testing

*In-Service Periodic fire and law enforcement includes the following: (Physical exam, vision, spirometry, labs (cmp, cbc, lipid)

Federal Drug and Alcohol Testing for FTA, PHMSA and FMCSA

	Current DOT approved drug panel	DOT BAT Cost
Random	\$30.00	\$25.00
Post-accident	\$30.00	\$25.00
Reasonable suspicion	\$30.00	\$25.00
Follow-up	\$30.00	\$25.00
Pre-employment	\$30.00	\$25.00

Revised: March 2025

Page 9 of 14

Non-Federal Drug and Alcohol Testing (Per City Manager's Policy)

	Current DOT approved drug panel	DOT approved BAT Cost	Law Enforcement (THC, Barbiturates, methadone, methaqualone, propoxyphene, benzodiazepines, and anabolic steroids)	Synthetics (Spice, K2, Bath Salts)
Random	30.00	25.00	218.00	Bath salt \$40 Spice & K2 \$30
Post-accident	30.00	25.00	218.00	Bath salt \$40 Spice & K2 \$30
Reasonable suspicion	30.00	25.00	218.00	Bath salt \$40 Spice & K2 \$30
Follow-up	30.00	25.00	218.00	Bath salt \$40 Spice & K2 \$30
Pre- employment	30.00	25.00	218.00	Bath salt \$40 Spice & K2 \$30

Notes:

1. Fitness For Duty Evaluations and X-ray exams are priced according to the current Workers' Compensation Fee Schedule that is set forth by the State of New Mexico.
Workmed will give a 20% discount off work comp fee schedule.
2. Drug testing price is inclusive of collection & lab fees.
3. New Mexico Gross Receipts Tax is added to the cost of all services provided and is not included in the price schedule noted above or in the cost matrix.

Additional prices for services that have been requested in the past by City Fire.

Hep C Titer	\$29.00
Varacella Titer	\$65.00
HIV 1 Screening	\$22.87
HIV 2 Screening	\$37.09
EKG	\$37.50
Venipuncture	\$11.00
Testosterone	\$95.00
Health Assessment	\$80.00
PSA	\$25.00
TSH	\$16.00
T4	\$17.00
Drug and Alcohol testing after hours	\$25.00
MRO (positive)	\$10.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2026

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		CONTACT NAME: PHONE (A/C, No, Ext): 575-524-8642 FAX (A/C, No): E-MAIL ADDRESS:	
License#: 2081754 WORKOCC-01		INSURER(S) AFFORDING COVERAGE	
INSURED Workmed Occupational Health 2525 S. Telshor, Bld. 16 Suite 108 Las Cruces NM 88011		INSURER A: Fidelity & Guaranty Insurance Company	NAIC # 35386
		INSURER B: Farmington Casualty Company	41483
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1544078683

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:	Y	YY	BIPA9052125	3/26/2026	3/26/2027	EACH OCCURRENCE \$ 2,000,000,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BIPA9052125	3/26/2026	3/26/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000,000,000,001 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 ☐	YY	UBA9056394	3/26/2026	3/26/2027	X ☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000,000,000,001 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000,000,000,001 E.L. DISEASE - POLICY LIMIT \$ 1,000,000,000,000,001

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

The General Liability policy includes an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Workers' Compensation policies include a waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability policy includes a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Las Cruces 700 N Main St Las Cruces, NM 88001	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 
---	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Workmed Occupational Health 2525 S. Telshor, Bld. 16 Suite 108 Las Cruces NM 88011	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Workers Compensation policies include a 30 Day Written Notice of Cancellation in favor of the Certificate Holder.

Agenda Item #6.1.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

Agenda Item #6.1.

POLICY NUMBER: BIP-A9052125-26-42
 ISSUE DATE: 02/13/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
 ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE	
CANCELLATION:	Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice: 30
PERSON OR ORGANIZATION: CITY OF LAS CRUCES	

ADDRESS: 700 N MAIN ST
 LAS CRUCES NM 88001

PROVISIONS

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

Agenda Item #6.1.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R4 (00) - 001

POLICY NUMBER: UB-A9056394-26-42-G

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice:
CITY OF LAS CRUCES 700 N MAIN ST LAS CRUCES NM 88001	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 02-13-26 ST ASSIGN:

Page 1 of 1

© 2013 The Travelers Indemnity Company. All rights reserved.

Page 49 of 353

Agenda Item #6.1.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-A9056394-26-42-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:
CITY OF LAS CRUCES

Agenda Item #6.1.

POLICY NUMBER: BIP-A9052125-26-42

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 04/30/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
CITY OF LAS CRUCES

700 N MAIN ST
LAS CRUCES NM 88001

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage

Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Agenda Item #6.1.

POLICY NUMBER: BIP-A9052125-26-42

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 04/30/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED **(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS AND COVERED OPERATIONS

NAME OF PERSON OR ORGANIZATION:

CITY OF LAS CRUCES

700 N MAIN ST
LAS CRUCES NM 88001

PROJECT/LOCATION OF COVERED OPERATIONS:

PHYSICAL EXAMS

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization shown in the Schedule Of Additional Insureds And Covered Operations that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds And Covered Operations, to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

Agenda Item #6.1.

COMMERCIAL GENERAL LIABILITY

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.



26-145

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: June 1, 2026
Drafter: Virginia Barela	Department: Financial Services

Title:	A RESOLUTION TO AWARD A SERVICES AGREEMENT FOR MULTIFUNCTION COPIER AND MANAGED PRINT SERVICES ON AN AS-NEEDED BASIS TO DOCUMENT SOLUTIONS, INC. OF LAS CRUCES, NEW MEXICO, IN AN AMOUNT NOT TO EXCEED \$300,000 ANNUALLY, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS, FOR A PERIOD OF FIVE (5) YEARS (PROCUREMENT NO. 25-26-087).
---------------	---

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

PURPOSE(S) OF ACTION:

To award a Service Agreement for multifunction copier and managed print services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) requires citywide multifunction copier and managed print services. These services include leasing of equipment with faxing, printing, copying, scanning, duplexing, and finishing capabilities; management of consumable supplies, repair and maintenance services; end user support; device management; and training.

On February 13, 2026, the City advertised Request for Proposals for Procurement No. 25-26-087 Multifunction Copier and Managed Print Services for the purpose of identifying a firm that can provide these services and enter into an agreement for a period of five (5) years.

The Purchasing program received eight (8) proposals that were evaluated and scored by a committee on April 14, 2026. The committee is recommending award to Document Solutions, Inc. of Las Cruces, New Mexico as the highest ranking respondent.

While the Public Works Department will oversee these services, this agreement will be used citywide to meet the needs of all departments. To meet these needs, Public Works is requesting that the City be allowed to contract for multifunctional copier and managed print services in an amount not to exceed \$300,000 annually, plus applicable taxes, subject to approved budget appropriations.

SUPPORT INFORMATION:

[Exhibit "A" 25-26-087 Service Agreement](#)

PLAN(S):

None

Agenda Item #6.2.

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to award a Services Agreement for multifunction copier and managed print services to Document Solutions, Inc. of Las Cruces, NM in an amount not to exceed \$300,000 annually, subject to approved budget appropriations, for a period of five (5) years .
2. Vote "No"; this will not approve the Resolution, and City Council will need to provide staff with alternative direction.
3. Vote to "Amend"; this will modify the Resolution based on City Council direction to staff.
4. Vote to "Table"; this will delay to award a service agreement for services and potentially negatively impact daily City services.

Agenda Item #6.2.

RESOLUTION 26-145

A RESOLUTION TO AWARD A SERVICES AGREEMENT FOR MULTIFUNCTION COPIER AND MANAGED PRINT SERVICES ON AN AS-NEEDED BASIS TO DOCUMENT SOLUTIONS, INC. OF LAS CRUCES, NEW MEXICO, IN AN AMOUNT NOT TO EXCEED \$300,000 ANNUALLY, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS, FOR A PERIOD OF FIVE (5) YEARS (PROCUREMENT NO. 25-26-087).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) requires citywide multifunction copier and managed print services; and

WHEREAS, these services include leasing of equipment, management of consumable supplies, repair and maintenance services, end user support, and training; and

WHEREAS, on February 13, 2026, the City advertised Request for Proposals for Procurement No. 25-26-087 Multifunction Copier and Managed Print Services for the purpose of identifying a firm that can provide these services and enter into an agreement for a period of five (5) years; and

WHEREAS, eight (8) proposals were received, evaluated, and scored by a committee; and

WHEREAS, the committee recommended award to Document Solutions, Inc. of Las Cruces, New Mexico as the highest ranking respondent; and

WHEREAS, to meet the needs of the City, the Public Works Department is requesting that the City be allowed to enter into an agreement for multifunction copier and managed print services in an amount not to exceed \$300,000 annually, plus applicable taxes, subject to approve budget appropriations.

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

(I)

THAT the Resolution authorizing the City to enter into a Service Agreement for multifunction copier and managed print services on an as-needed basis with Document Solutions, Inc. of Las Cruces, New Mexico for a period of five (5) years in an amount not to exceed \$300,000 annually, plus applicable taxes, subject to approved budget appropriations, 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

Agenda Item #6.2.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of _____, 2026 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Document Solutions, Inc., of 1705 N. Valley Dr., Las cruces, NM, 88007, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Lease of multifunction copiers and managed print services.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP No. 25-26-087 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

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

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$300,000 annually, 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. PURCHASE ORDER REQUIRED.

CONTRACTOR shall not perform any work or order any goods, materials, or parts unless and until the CITY issues a written, authorized Purchase Order ("PO"). The PO is a condition precedent to payment. Any work performed or costs incurred without a valid PO are unauthorized, at CONTRACTOR'S sole risk, and non-compensable by the

CITY. Verbal or written direction from CITY personnel does not constitute authorization absent a PO. CONTRACTOR waives any claim for payment or damages for work performed without a PO. Violation of this section is a material breach and grounds for termination.

6. 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.

7. TERM AND SCHEDULE

This Agreement shall become effective on date of award for a term of five (5) years. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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. Commercial General Liability Insurance
 - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the CITY.
 - d. Coverage must be primary and non-contributory.
 - e. Coverage must be per project or per location.
 - f. Coverage must be on an occurrence form.
 - g. Subrogation must be waived.
2. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
3. Workers' Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.

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

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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: Vanessa King

With Copies to: Purchasing Manager

TO CONTRACTOR: Document Solutions, Inc.
 1705 N. Valley Dr. #5
 Las Cruces, NM 88007
 ATTENTION: Jocelyn Gorman

24. 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.

25. 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.

26. 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.

DOCUMENT SOLUTIONS, INC.

CITY OF LAS CRUCES

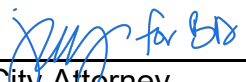
BY: _____
Jocelyn Gorman
President

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 05/05/2026

City Attorney

EXHIBIT A

SCOPE

Minimum Equipment Specifications

All multifunction copier machines shall:

1. be new, unused, current models
2. be from the same manufacturer and operate in a like manner
3. base unit support black and white, while color units may be requested in certain areas
4. be able to copy and scan at the device and support printing through a network connection utilizing appropriate protocols (if so configured) and meets the following:
 - a. can produce double sided prints/copies
 - b. is rated at a speed of 50 prints per minute (ppm) or faster for black and white
 - i. this is for consistency and efficiency
 - c. for the scanning feature, identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary for the operation of this feature. Identify all formats available (e.g., PDF, Microsoft Word, Microsoft PowerPoint, etc.) and whether it supports USB flash drives at the unit.
 - d. be able to support a non-networked configuration in certain areas (i.e. be operational as a “walk-up” digital copier)
5. have the capability of printing on stock ranging from 20 lb. bond to 110 lb. index, on sizes letter (8½ X 11), legal (8½ X 14), and ledger (11 X 17)
6. possess an automated document feeder, with a minimum capacity of 50 sheets of 20 lb. bond paper
7. have a bypass tray for printing on specialized stock
8. have the following paper capacity, using standard 20 lb. copier paper:
 - a. 8½ X 11 paper supply – minimum of 1,000 sheets
 - b. 8½ X 14 paper supply - minimum of 500 sheets
 - c. 11 X 17 paper supply - minimum of 250 sheets (may be an adjustable tray)
 - d. one of the three paper trays may be adjustable (respondents may include auxiliary paper trays to meet this requirement)
9. have zoom capabilities from 64% to 200%
 - a. be able to enlarge documents in preset increments to a minimum of 200%
 - b. be able to reduce documents in preset increments to a minimum of 64%
10. support the following optional features (end user selected):
 - a. automated stapling system, capable of stapling a minimum of 20 sheets of 20 lb. paper
 - b. full offset stacking and finishing (stapling only)
 - c. image shift capabilities

- d. for the faxing feature, include a description of its operation (i.e. fax board, fax driver, etc.). Identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary for the operation of this feature.
- 11. support use of PIN codes and/or mailbox secured access for users
- 12. have programmable cost center/accounting meters, with a minimum of 50 separate cost centers/meters; respondent to specify the number of digits accommodated per accounting code
- 13. Respondents may provide alternative configurations with a written explanation demonstrating that their proposal will meet the CITY'S requirements.

Public Access Copiers

The CITY requires copiers that are available to the public. Patrons should have access to the following features: black and white copy single page, black and white double side copy and scan to USB or email. Public copy costs are 10 cents per page. Please note, the CITY does not provide the coin machine.

Required Services

1. The CITY requires managed print services for approximately 95 multifunction copiers in a total of 30 buildings. The CITY intends to reduce the footprint of printers, moving printer volume to the proposed multifunction copier/scanner/printer/fax machines as noted in the requirements above. The managed print services program must consist of at least the following components:
 - a. Consumable supplies
 - b. Repair and maintenance services
 - c. End-user support
 - d. Print device management
 - e. Technology refreshment of end of life network printers

2. Supplies

The CITY requires inventory management of all consumable supplies including end-user replacement components for all contracted devices defined within this RFP. This covers all printers including any printers replaced by the awarded respondent as part of this contract.

The CITY will supply paper and staples for the machines. CONTRACTOR respondent shall be responsible for toner, drum, fusers, etc. and shall include the cost in the per copy price. All parts and supplies must meet Original Equipment Manufacturer (OEM) specifications. The awarded respondent is responsible for delivery of supplies to point of need.

Supply expectations:

- a. Unlimited toner

- b. Black & white and color toner MUST meet OEM specifications
 - c. Consumable supplies must not exceed 0.5% failure rate
 - d. The awarded respondent assumes all responsibility for hardware performance due to consumable supplies
 - e. Covers all multifunction devices and network printers included in RFP
 - f. Consumables must meet OEM specifications
 - g. The awarded respondent retains ownership of all consumable inventory
 - h. Down time due to lack of consumable supplies is not acceptable
 - i. CITY does not desire to have excess inventory on hand at any location
 - j. CTY is interested in online proactive device monitoring and “just in time” delivery of necessary consumable supplies.
3. Service
- The CITY requires the CONTRACTOR to be responsible for all repairs, maintenance, and/or replacement of all contracted devices. Service will be furnished to the CITY between 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding CITY holidays. Only fully-trained and qualified technicians shall perform the maintenance on the copiers. CONTRACTOR will provide routine maintenance and repair services for no additional fee. Failure to meet services expectations may considered a default and the City may terminate at its convenience.
- Service expectations:
- a. Covers all network printers as required post-consolidation of existing footprint
 - b. Hardware must meet specifications and minimum uptime requirements
 - c. Preventative Maintenance Schedules planned and completed per manufacturer's recommended service schedules
 - d. Exclusive utilization of OEM parts and supplies
 - e. The awarded respondent shall respond to a request for maintenance within one (1) hour
 - f. Maintenance and repair calls must be performed within four (4) hours of request for service
 - g. The maximum allowable downtime for any one piece of equipment is forty-eight (48) hours
 - h. The awarded respondent assumes all responsibility for hardware performance due to service parts and components
 - i. The awarded respondent will assume responsibility for disposal and recycling of all service parts
 - j. The awarded respondent will supply the CITY with a call completion notification in electronic format
 - k. A “loaner” machine must be brought on site for immediate use for any equipment that can't be repaired and restored to normal operating service within five (5) calendar days
 - l. Excluded from the requirements are delays resulting from acts of nature, accidents, or extreme weather conditions
4. The CITY requires end-user help desk support for all users on all printers covered by a contract. Specifically:

- a. Provide a single point of contact for CITY staff
- b. Unlimited phone/network support on all initial service calls during normal business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday, apart from statutory holidays
- c. Unlimited customer training

Management and Reporting Requirements

The CITY requires the following management and reporting processes from the awarded respondent for ALL multifunction copier/scanner/printer/fax machines and printers that are part of a resulting contract. Reporting is required on a monthly basis. PDF reports are to be emailed to the CITY'S Information Technology (I.T.) Department and Facilities program.

1. Electronic monitoring of all contracted devices
2. Maintaining service records to report individual device performance
3. Access to electronic monthly usage reports per device
4. Electronically-generated status reports communicating equipment issues to the I.T. Director
5. Ability to measure and manage output at a job, user, department, or building level
6. Ability to allocate cost by job, user, department or building level
7. Ability to manage user access and workflows
8. Managed fleet optimization
9. Additional features available that have been proven to reduce paper and print waste (i.e.: scan to print/walk up printing, etc.)

All contracted devices, supplies, and services must adhere to the criteria as set forth by the I.T. Department Standard, included herein as Attachment A.

Special Terms and Conditions

1. The machines shall be delivered, installed and made ready for use by CONTRACTOR.
 - a. CONTRACTOR shall coordinate and provide delivery at no additional fee
 - b. CONTRACTOR shall provide end-user training to CITY staff at no additional fee
2. Multifunction machines will perform to manufacturer's specifications for a minimum of 95% of the time during normal CITY office hours averaged over a three-month timeframe. Any machine that fails to meet this standard shall be replaced with an equal or better model at no cost to the CITY. If CONTRACTOR fails to correct the non-performance, the CITY reserves the right to terminate the contract as outlined in Article 12 of the contract, after which no further obligation is due from the CITY.
3. The end-of-contract return of any equipment shall be handled by CONTRACTOR and coordinated with the CITY, **and shall be at no cost to the City.** Subject

equipment shall be removed no later than 30 days after receiving notification from the CITY.

Additional Information

1. Run rates or average volume per device is estimated at 5,000 annually.
2. For network connected copiers, the CITY has a printer network configured to address copier, scanning, and print functions. A block of IP addresses is assigned to each physical department/building location. Within that block, addresses are then assigned to the appropriate device.
3. For consistency, the equipment should ideally have the same accessories and/or features as the current equipment. There could be additional features over and above the existing, and if so, should be noted. Otherwise, recommended approach is to match existing, and meet with the individual departments to address any changes or features wanted/needed. This list then needs to be provided to Facilities Management to determine available funding.
4. The CITY desires to know how often products are upgraded and life expectancy during the contract. The CITY does not want nor require a depreciation schedule.
5. Printers are on a unit by unit basis based on user needs. Currently, there is not a list of printers.
6. Consolidation of printers to improve efficiency and reduce costs will be solely up to the user department in conjunction with Facilities Management, with input from the awarded respondent.
7. The CITY will entertain a minimum monthly budgeted payment or volume inclusion, in lieu of a pure cost per image model.
8. The CITY does want to standardize the fleet of proposed copiers.
9. The CITY is not replacing desktop printers as part of this contract. However, it is strongly encouraging users to move their printing from desktop printers to the requested networked devices.



CITY OF LAS CRUCES

City of Las Cruces
Outside Consultants
OpenGov, Facilitator
700 N. Main Street, Las Cruces, NM 88001

[DOCUMENT SOLUTIONS INC] RESPONSE DOCUMENT REPORT

RFP No. 25-26-087

Multifunction Copier and Managed Print Services

RESPONSE DEADLINE: March 3, 2026 at 4:00 pm

Report Generated: Wednesday, April 15, 2026

Document Solutions Inc Response

CONTACT INFORMATION

Company:

Document Solutions Inc

Email:

jgorman@dsinm.com

Contact:

Jocelyn Gorman

Address:

1705 N Valley Dr
Las Cruces, NM 88007

Phone:

N/A

Website:

[dsinm.com](https://www.dsinm.com)

Submission Date:

Mar 3, 2026 1:06 PM (Mountain Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. RFP Compliance Declaration*

Pass

In compliance with the requirements of this RFP, I 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.

Confirmed

2. Federal I.D. Number *

Pass

74-2849442

3. NM Tax & Revenue Dept. CRS

Pass

If not applicable, enter N/A as the response.

02-344389-00-08

4. Current NM Secretary of State Business ID

Pass

Corporations Only

1887009

5. NM Resident Certificate from NM Tax and Revenue Department

Pass

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended, a respondent who submits, within its bid or proposal documents, a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for five (5) preference points as authorized by the statutes.

Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a “resident business” or “resident contractor”. Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

To receive a ten (10) point veteran preference, submit a Resident Veteran Business / Contractor certificate issued by the NM Tax & Revenue Department. **Effective July 1, 2016 per New Mexico House Bill 93, certificates issued under previous legislation are no longer valid.**

<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

DSI_Resident_Business_Certificate_exp_7.25.2027.pdf

6. Current CLC Business Registration

Pass

To receive five (5) points for local preference, submit a current copy of the respondent’s Business Certificate issued by the City of Las Cruces Community Development Department.

LicensePlacard_v8_20260122_093912.pdf

7. Technical Proposal Content - Evaluation Criteria No. 1 - Technical Approach

PROVIDE DESCRIPTION OF THE PROPOSED TECHNICAL APPROACH OF ALL PROFESSIONAL, TECHNICAL AND CUSTOMARY SERVICES PROVIDED*

Pass

Overview of DSI's Managed Print Services Program

Document Solutions, Inc. (DSI) provides a comprehensive Managed Print Services (MPS) program that unifies hardware, service, and consulting into a single, performance-driven partnership. Our goal is to help the City of Las Cruces optimize print workflows, lower operational costs, and increase uptime through a blend of advanced technology and hands-on local support.

Unlike transactional copier vendors, DSI acts as a consultative partner evaluating how each department uses print, scan, and digital workflows to identify where the City can consolidate devices and reduce waste. We have successfully implemented this approach in mixed-manufacturer environments, including TriCore Reference Laboratories, where we assumed management of more than 1,000 devices across multiple brands. DSI converted their entire fleet into a single flat-rate billing program that included printers and MFPs, simplifying cost control and improving accountability across all locations.

Our approach is not just about equipment, it is about strategic efficiency and spend reduction. Every recommendation is data-driven, tailored to the City's infrastructure, and backed by measurable performance commitments.

Technology and People Working Together

DSI differentiates itself by combining industry-leading technology with exceptional people. Many competitors rely solely on automation and force customers into rigid, one-size-fits-all solutions. Others depend only on manual processes and cannot leverage the power of intelligent tools. DSI brings both worlds together; pairing advanced monitoring, AI-driven analytics, and automation with dedicated local experts who understand your community and your goals. This balance allows us to maximize efficiency and productivity without ever losing sight of our purpose: building strong partnerships and contributing to the successes of the communities we serve.

Workflow: Assessment, Deployment, Monitoring, Reporting, Optimization

1. **Assessment:** DSI begins by learning the environment and understanding how City employees use print and scan technology day to day. We conduct a comprehensive device inventory and volume analysis for each facility, identifying redundant printers,

underutilized assets, and areas for cost reduction. This discovery phase is critical to establishing trust and transparency before any recommendations are made.

2. **Deployment:** Once assessment data and strategy are confirmed, DSI deploys new multifunction devices that meet or exceed the City's required specifications (50 ppm or greater, duplex, scanning, finishing). We provide on-site training and phased rollouts to ensure adoption and continuity. Outdated or redundant devices are retired in coordination with City staff to minimize disruption.
3. **Monitoring:** DSI utilizes Print Tracker Pro, our secure remote monitoring platform, to track device status, meter reads, and consumable usage in real time. Our dedicated remote monitoring team manages alerts for toner, drums, and service needs to ensure smooth operation. Preventive maintenance schedules are automatically tracked and executed according to OEM guidelines.
4. **Reporting:** DSI provides monthly reports summarizing usage, uptime, and cost per department. We deliver clear dashboards to the City's IT and Facilities teams for transparency and strategic planning, including actionable insights to help continuously improve the fleet and reduce waste.

Our reporting also includes service performance metrics such as First Call Efficiency (FCE), response times, and uptime trends. At DSI, we recognize that response time alone is not a true measure of effective service. For example, arriving within three hours but without the necessary part does not restore productivity. Real service success occurs when our technicians arrive prepared to fix the issue on the first visit.

Using AI-driven data and historical analytics, DSI proactively stocks each technician's vehicle with the parts most likely to be needed based on the devices they support. This predictive model increases First Call Efficiency, reduces downtime, and ensures that City departments experience fast, complete resolutions and not just quick arrivals.

5. **Optimization:** True optimization is not a one-time event; it is an ongoing process. Before consolidating or removing devices, DSI focuses on changing print behavior and culture through data, communication, and engagement. We do not "rip and replace" fleets, as this often creates resistance, confusion, and rogue printers outside of contract management. Instead, we earn trust by demonstrating the "why" behind every recommendation.

- **New Mexico Heart Institute:** DSI reduced their fleet by 50% and total print volume by 40% through the implementation of PaperCut and a RightFax server. These changes improved HIPAA compliance, reduced POTS line expenses, and took three years to fully realize, demonstrating DSI's commitment to long-term partnership.
- **Taos Municipal Schools:** DSI's optimization plan eliminated nearly all desktop printers, saving more than \$45,000 annually in toner costs. While measurable improvements were seen in the first year, it took two years to achieve full desktop reduction through sustained collaboration and behavioral change.
DSI does not come in, sell equipment, and leave. We stay engaged, continue measuring performance, and refine the print environment as user needs evolve. Our partnerships last because of our consultative, data-driven approach and long-term commitment to client success.

Integration with City Network and Behavior-Based Supply Fulfillment

DSI's solutions integrate seamlessly within the City's existing IP-based print network. Each device will be configured for secure connectivity, enabling features such as scan-to-email, cost-center tracking, and network authentication consistent with the City's IT standards.

Unlike threshold-based systems that simply trigger toner shipments at fixed levels, Print Tracker Pro uses advanced algorithms to learn actual user behavior and predict consumption patterns. This behavior-based fulfillment approach ensures supplies arrive exactly when needed, reducing waste and downtime.

As the largest Managed Print Services provider in Las Cruces, DSI maintains the most extensive technician presence and on-hand inventory in southern New Mexico. This local footprint allows us to respond rapidly, even after normal business hours, ensuring that every department has the support and materials necessary to stay productive.

By combining intelligent automation, predictive analytics, and unmatched local service capacity, DSI ensures the City of Las Cruces achieves the highest levels of reliability, efficiency, and cost predictability throughout the contract term.

Proposed Equipment Options

As part of this proposal, **Document Solutions, Inc. (DSI)** is presenting **two complete and fully supported equipment platform options** for the City of Las Cruces:

1. **Konica Minolta multifunction devices**

2. **Sharp multifunction devices** (the City's current manufacturer)

DSI is fully factory-certified on both Konica Minolta and Sharp platforms. Our technicians receive ongoing OEM training, and our service systems support either fleet with the same high level of responsiveness and reliability.

Both manufacturers integrate seamlessly into our Managed Print Services program:

- Konica Minolta devices use bizhub vCare Pro-Suite for remote diagnostics, meter automation, service history, and predictive maintenance.
- Sharp devices leverage Sharp MICAS and Synappx tools, which provide equivalent remote monitoring, automated meter reads, supply tracking, and service insight capabilities.

This dual-option approach reinforces that DSI is not tied to a single manufacturer, unlike some competitors. Instead, we provide the City with choice, flexibility, and neutrality so you can select the platform that best aligns with your operational, IT, and budget priorities.

Importantly, the City's decision to select **Sharp or Konica Minolta has no impact on DSI's service capability, response times, technical support, or proposal evaluation. Both options are supported by the same DSI service team, monitoring tools, supply automation, and SLA performance standards.

With DSI, the City receives a customized solution, not a forced manufacturer mandate, ensuring the technology is selected based on what is best for your environment, not what is best for a vendor's sales quota.

PROVIDE DESCRIPTIVE LITERATURE ON THE PROPOSED MULTIFUNCTION COPIER/SCANNER/PRINTER/FAX MACHINES(S).*

Pass

At least one technical sheet must be provided for each model, accessory, or option. What accessibility features (ADA height, screen readability, language options) are available for each model? Manufacturer specifications must specify certified monthly volumes for each machine. Other descriptive literature or reports, including award certificates from an independent testing agency, will be accepted in addition to required literature.

DSI_Summary_of_Spec_Requirements_7.2.pdf

Konica_Minolta_Wins_Four_Pick_Awards_and_2025_A3_Line_of_the_Year_Award_(1).pdf

Konica_Minolta_Leads_in_Brand_Loyalty_for_Eighteenth_Consecutive_Year.pdf
Konica_Minolta_2025_A3_ULOY_CERT_REP.pdf
Brand_Keys_2025_Customer_Loyalty_Awards.pdf
bizhubC551i_ed_(1).pdf
bizhub551i_ed_(2).pdf
Common_Criteria_Award_-_551i.pdf
Common_Criteria_Award_-_C551i_pdf.pdf
Brochure-BP-71M55-65_(1).pdf
Brochure-BP-71C55-65_(1).pdf
egoldfax-secure-cloud-fax-for-government.pdf
Keypoint-Security-Validation-Flyer_(1).pdf
papercut-feature-sheets_(1).pdf

MAJOR TASKS TO BE ACCOMPLISHED*

Pass

DSI's implementation plan is structured around clear, measurable tasks that guide the City of Las Cruces from contract award through full program maturity. Each phase includes accountability checkpoints and communication touchpoints to ensure transparency and success. DSI can accommodate the timeline that works best for the City. Based on the major tasks, we estimate a total of 4 to 5 weeks, which includes walk throughs, implementation meetings and installation.

Task 1 – Project Kickoff and Discovery

- Conduct an in-depth kickoff meeting with City stakeholders (Purchasing, IT, Facilities, and Department Leads).
- Review existing copier and printer inventory, current service agreements, and pain points.
- Define success metrics, reporting expectations, and communication cadence.
- Identify which Print Management Solution the City wants to move forward with.

Task 2 – Site Assessment and Data Collection

- Perform physical and digital assessments of all locations to document device counts, volumes, and connectivity.

- Capture user behavior, print culture, and network details to inform optimization recommendations.
- Establish baseline measurements for uptime, volume, and cost.

Task 3 – Pre-Implementation Meeting with Key Stakeholders

- Facilitate a structured pre-implementation meeting with key City stakeholders to confirm project scope, priorities, and departmental expectations before deployment.
- Validate facility access, network configurations, security protocols, and delivery logistics.
- Identify change-management requirements, user training preferences, and timeline dependencies.
- Document agreed roles, escalation paths, and risk-mitigation strategies to ensure seamless transition from planning to execution.

Task 4 – Deployment and Training

- Deliver and install new multifunction devices meeting City specifications (≥ 50 ppm, duplex, color where approved, finishing).
- Configure network integration (scan-to-email, authentication, cost-center tracking).
- Provide on-site end-user and administrator training.
- Coordinate removal and responsible disposal of legacy equipment.

Task 4 – Monitoring and Service Management

- Implement Print Tracker Pro to collect device data, performance metrics, and consumable analytics. (Recommended at time or before installation)
- Initiate proactive behavior-based supply fulfillment.
- Track service events, response times, and First Call Efficiency to ensure sustained performance.

Task 6 – Reporting and Continuous Improvement

- Deliver monthly reporting packages summarizing usage, uptime, and service performance.

- Review findings with City IT and Facilities staff to identify improvement opportunities.
- Adjust fleet configuration or training as needed based on data trends and departmental feedback.

Task 7 – Design and Optimization Plan (Ongoing stage throughout the contract)

- Develop a strategic fleet design that aligns device types and volumes with departmental needs.
- Present recommendations with “why” data, showing cost, efficiency, and environmental impact.
- Gain departmental buy-in before any equipment changes to ensure adoption and avoid “rogue” printing.

Task 8 – Ongoing Optimization and Strategic Partnership

- Continue analyzing print behavior and evolving departmental needs over time.
- Provide quarterly business reviews with documented recommendations for cost reduction and process efficiency.
- Maintain long-term collaboration as the City’s trusted technology partner—ensuring the print environment remains secure, efficient, and sustainable.

A DETAILED STATEMENT OF SERVICES TO BE PROVIDED UNDER EACH TASK*

Pass

Task 1 – Project Kickoff and Discovery

DSI will initiate the engagement with a structured kickoff meeting including representatives from Purchasing, IT, Facilities, and key departmental users. During this phase, DSI will:

- Review current copier and printer inventories, existing contracts, and service history to identify baseline conditions.
- Define key success metrics, reporting expectations, and establish a communication plan for ongoing coordination.
- Discuss and confirm which print management software solution (e.g., PaperCut MF or equivalent) the City prefers to move forward with.
- Identify preliminary goals for consolidation, uptime, and service levels to create alignment before deployment begins.

- Install PrintTrackerPro to start collection of data to align with physical walk throughs

Task 2 – Site Assessment and Data Collection

DSI will perform a thorough site assessment of all City facilities to understand device utilization and workflow patterns. Activities include:

- Conducting physical and network-based audits to collect device counts, page volumes, and connectivity configurations.
- Interviewing department users to assess workflow needs, current challenges, and print culture.
- Establishing a performance baseline for uptime, service calls, and overall cost of ownership.
- Using assessment data to create a foundation for measurable improvement and fleet optimization.

Task 3 – Pre-Implementation Meeting with Key Stakeholders

This meeting ensures a smooth transition between planning and deployment. DSI will:

- Review and finalize project scope, site readiness, and departmental priorities.
- Validate network configurations, site access requirements, and installation logistics.
- Define change-management and communication strategies to ensure users understand upcoming changes.
- Establish escalation paths, responsibilities, and risk mitigation plans to avoid disruption during rollout.

Task 4 – Deployment and Training

Following stakeholder approval, DSI will deploy and configure all new equipment to meet City specifications. Key deliverables include:

- Delivery and installation of multifunction devices meeting or exceeding 50 pages per minute, duplex, and finishing requirements (color where approved).
- Integration of each device into the City's secure print network, including scan-to-email, authentication, and cost-center tracking functionality.
- Comprehensive end-user and administrator training to ensure successful adoption and reduced learning curve.
- Removal and environmentally responsible disposal of all replaced devices, ensuring data security and recycling compliance.

Task 5 – Monitoring and Service Management

To maintain uptime and service reliability, DSI will implement its proactive monitoring and management framework:

- Deploy Print Tracker Pro prior to or during installation to begin collecting meter reads, performance metrics, and consumable analytics immediately.
- Initiate behavior-based supply fulfillment, predicting usage and delivering toner and consumables before depletion.
- Track all service calls and measure First Call Efficiency, ensuring that issues are resolved correctly the first time.
- Utilize AI-assisted stocking logic to ensure technicians arrive with required parts, reducing downtime and improving customer satisfaction.

Task 6 – Reporting and Continuous Improvement

DSI will provide detailed monthly reporting and continuous analysis to drive accountability and transparency. This includes:

- Comprehensive reports summarizing uptime, device utilization, service activity, and cost by department.
- Regular review meetings with City IT and Facilities staff to analyze data, discuss trends, and identify optimization opportunities.
- Action plans to adjust training, configuration, or service processes as required to meet evolving needs.

Task 7 – Design and Optimization Plan

Optimization is a long-term, data-driven process focused on aligning print infrastructure with organizational goals. DSI will:

- Analyze collected data to develop a strategic fleet design that supports efficiency and user productivity.
- Present detailed, data-backed recommendations demonstrating the “why” behind each proposed change.
- Secure stakeholder approval before any device relocation or consolidation to ensure user adoption and avoid “rogue” devices outside the managed program.

Task 8 – Ongoing Optimization and Strategic Partnership

DSI views every contract as the beginning of a long-term partnership. To ensure continuous value delivery, we will:

- Conduct quarterly business reviews with updated analytics, cost savings summaries, and new improvement recommendations.

- Continue to monitor print behavior, security compliance, and sustainability performance to adjust strategy as needed.
- Maintain open communication channels with City leadership and staff to ensure ongoing satisfaction, innovation, and measurable results.

PROJECT INSTALLATION SCHEDULE*

Pass

DSI_Proposed_Installation_Schedule-Timeline.pdf

A RECOMMENDATION OF AN INVENTORY MANAGEMENT SYSTEM TO ADDRESS HOW ALL CONSUMABLE SUPPLIES, INCLUDING END-USER REPLACEMENT COMPONENTS, FOR ALL CONTRACTED DEVICES DEFINED WITHIN THE RFP WILL BE ORDERED AND SUPPLIED TO MEET THE CITY'S NEEDS. WHAT ALTERNATIVE MODELS DO YOU OFFER (BUFFER STOCK, PAR LEVELS, ON-SITE STORAGE, SCHEDULED RESTOCKING)? *

Pass

- Is there human oversight before shipments are triggered or delayed?
- Can supply thresholds be adjusted for specific departments or public locations?
- Can designated staff override automated decisions or request early shipments?

Document Solutions, Inc. (DSI) recommends the use of Print Tracker Pro, a secure, cloud-based fleet management and monitoring platform that provides complete visibility and control over the City's print environment. This system forms the foundation of our proactive service model and ensures that all consumables, performance data, and service events are managed in real time.

Comprehensive Fleet Visibility

Print Tracker Pro securely collects and analyzes device data from every printer and multifunction device, regardless of manufacturer. It captures meter reads, supply levels, device status, and error alerts across the City's entire fleet. This enables DSI to track usage, detect anomalies, and make data-driven recommendations for optimization and cost control.

Predictive, Behavior-Based Supply Fulfillment

Unlike threshold-based systems that trigger toner shipments at a fixed percentage, Print Tracker Pro uses predictive algorithms to learn real user behavior and accurately forecast supply needs. It analyzes consumption trends, print volumes, and fill rates to

determine exactly when consumables should be delivered; never too early and never too late. This intelligent, behavior-based fulfillment reduces waste, eliminates downtime, and minimizes the need for on-site inventory.

Dedicated Real-Time Monitoring Team

At DSI, technology is paired with people. Our dedicated remote monitoring team oversees all Print Tracker Pro alerts and analytics in real time. This team reviews device status, consumable levels, and service warnings throughout each workday, ensuring issues are identified and addressed before they affect productivity. When a service alert is triggered, the team coordinates dispatch and preloads the technician's vehicle with likely parts based on historical data and AI predictions. This approach dramatically improves First Call Efficiency and overall uptime.

Backup Supply Inventory

In addition to behavior-based fulfillment, DSI maintains a strategic reserve of backup consumable supplies including toner, drums, and fusers at our Las Cruces service hub and Albuquerque distribution center. This local inventory ensures rapid response in the event of unexpected demand, shipping delays, or high-volume spikes.

Remote Diagnostics and Device Management

Through Print Tracker Pro's Remote Technician capability, our service staff can securely access device web interfaces to view error codes, update firmware, or adjust configurations without requiring an on-site visit. This feature allows for faster response and more accurate triage, reducing mean time to repair and improving the City's user experience.

Security and Compliance

Print Tracker Pro employs modern encryption and authentication standards (SNMP v3, HTTPS, mutual TLS) and is compliant with frameworks such as HIPAA, GDPR, SOX, and FISMA. Its security posture ensures that the City's network integrity, data privacy, and user information remain fully protected while still allowing the visibility required for effective fleet management.

Customized Reporting and Integration

Print Tracker Pro provides flexible reporting that can be tailored to the City's needs by department, building, or cost center. DSI will generate monthly reports summarizing usage, uptime, and service metrics including response times and First Call Efficiency. Reports can be exported in PDF, Excel, or integrated directly into the City's preferred reporting tools via API if desired.

Proven Results and Local Oversight

Because DSI maintains the largest market share and technician presence in southern New Mexico, including Las Cruces, our monitoring and fulfillment processes are supported locally, not outsourced. This ensures rapid communication, real-time action, and

consistent accountability. The combination of Print Tracker Pro's intelligent analytics and DSI's local service infrastructure delivers a level of responsiveness unmatched in the region.

Operational Controls, Oversight, and Compliance

To ensure full compliance with the City of Las Cruces' supply expectations, DSI's inventory management model includes the following operational safeguards:

No Excess On-Site Inventory

DSI retains ownership of all consumables and utilizes behavior-based fulfillment to avoid excess stock at City locations. Supplies are delivered directly to the point of need based on predictive analytics rather than fixed shipment schedules. Each order will be labeled with location, department, IP address, & ID Number.

No Blind Automated Shipments

Although Print Tracker Pro uses advanced algorithms to forecast usage, no shipment occurs without review. DSI's dedicated remote monitoring team oversees all supply alerts in real time and verifies fulfillment timing before dispatch. This human oversight ensures accuracy and prevents overstocking.

Adjustable Department-Level Controls

Supply parameters can be adjusted per device, department, or building if unique usage patterns require modification. This flexibility ensures high-volume departments receive appropriate support while lower-volume locations avoid unnecessary deliveries.

Manual Override Capability

Authorized DSI administrators can manually override automated fulfillment recommendations when special circumstances arise, including seasonal volume spikes, emergency events, or departmental requests.

Buffer Inventory and Backup Stock

While the City does not desire excess on-site inventory, DSI maintains a strategic reserve of toner, drums, fusers, and critical components at our Las Cruces service hub and Albuquerque distribution center. This local buffer ensures immediate availability in the event of shipping delays, unexpected volume surges, or emergency situations.

Consumable Performance Guarantee

All toner, drums, fusers, and related consumables meet Original Equipment Manufacturer (OEM) specifications as required by the

RFP. DSI assumes full responsibility for hardware performance resulting from consumable supplies and maintains a consumable failure rate well below the required 0.5% threshold.

Toner Model

All toner and covered consumables are included in the cost-per-copy structure or the flat-rate model presented in the pricing section.

Summary

Print Tracker Pro enables DSI to provide the City of Las Cruces with a fully automated, behavior-based inventory management and device monitoring system supported by real-time human oversight and local backup inventory. This balance of technology and expertise ensures accurate fulfillment, maximum uptime, reduced waste, and measurable cost savings throughout the contract term.

PROVIDE A PROPOSED METHOD OF MANAGING SERVICE CALLS INCLUDING:*

Pass

- A. Service organization background & qualifications
- B. Tracking/history of calls on each device/logging
- C. Level of services specifications
- D. Number of trained technicians for each machine type, and size of area serviced
- E. Average support call response time
- F. Location of local office and support dispatch office

A. Service Organization Background & Qualifications

Document Solutions, Inc. (DSI) has proudly served southern New Mexico since opening our Las Cruces office in 2000. Many of our original team members remain with us more than 25 years later, reflecting our deep roots and long-term commitment to partnership in the community we call home.

DSI is Pro-Tech Certified by Konica Minolta, placing DSI among the top 3 percent of service organizations nationwide. This distinction recognizes DSI's proven excellence in technical training, customer satisfaction, operational performance, and service delivery meeting or exceeding Konica Minolta's highest national standards year after year.

Sharp [Hyakuman Kai](#) Award is a Sharp Corporation award that recognizes outstanding sales and service achievement and excellence among its U.S. dealers. It acknowledges dealerships for their performance, innovative business practices, and long-lasting community relationships. DSI has been awarded [Hyakuman Kai](#) for the last three years, which places DSI at the top tier of Sharp dealers in the region and best in the state.

Our Las Cruces service and operations center anchors DSI's southern New Mexico operations, staffed with experienced professionals who live and work locally. During COVID DSI moved its Service Center, service leadership & Operations leadership into our Las Cruces office. The DSI full-service organization includes:

- 11 Field Service Technicians across New Mexico and the El Paso, with 5 technicians based in Las Cruces for local coverage. All of our technicians are fully certified and trained on all equipment presented in this RFP.
- 2 Remote Technicians fully dedicated to remote diagnostics, proactive monitoring, and virtual repair support, working closely with our real-time monitoring team to resolve issues before dispatch.
- 2 Build Technicians responsible for equipment staging, configuration, and pre-installation testing to ensure every device arrives network-ready.
- A 3-person Service Center/Dispatch team coordinating call intake, scheduling, ticket queue management and communication.
- A full-time Managed Print Services (MPS) Administrator managing fleet analytics, supply automation, and client reporting.
- A Service Manager overseeing all field operations and performance metrics.
- A Director of Operations, based in Las Cruces, providing executive oversight, client escalation management, and strategic alignment.

This locally staffed, technically certified organization provides complete coverage from remote diagnostics and proactive monitoring to on-site service and full device lifecycle management.

Customer Experience Department

In addition to our field and service operations teams, DSI maintains a dedicated Customer Experience Department that supports clients with day-to-day training, account coordination, and ongoing partnership reviews. This team works closely with the City's departments to ensure users are confident with their equipment and software tools. Their responsibilities include:

- Providing on-demand user and administrator training.
- Conducting quarterly business reviews to evaluate performance metrics and improvement opportunities.
- Managing client onboarding, satisfaction surveys, and escalation follow-up.
- Serving as a communication bridge between the City's departments, DSI's service management, and executive leadership.

The Customer Experience Department ensures the City receives continuous value beyond service response, which reinforces DSI's commitment to partnership, transparency, and proactive client support.

We are not just supporting Las Cruces, we are Las Cruces. Our technicians, dispatchers, administrators, and managers are part of the same community as the City departments we serve, ensuring faster response times, stronger accountability, and service relationships built on trust and longevity.

B. Tracking and History of Calls / Logging System

All service calls are logged, tracked, and managed in Noetics ERP: Service Management, DSI's centralized enterprise platform purpose-built for copier and managed print providers. Noetics serves as the system of record for every service event from ticket creation and scheduling to resolution and reporting.

Multiple Call Entry Options

To ensure convenience and rapid response, DSI provides multiple ways for City of Las Cruces employees to place a service request:

- By Phone: End users may contact DSI's Las Cruces Service Center directly during normal business hours to open a service ticket with a live dispatcher.
- By Email: Requests sent to our dedicated service email address automatically generate a ticket in Noetics ERP and notify the dispatcher.
- Through Remote Portal: Authorized users can submit a service ticket online through DSI's secure Remote Service Portal, providing detailed information and attachments as needed.

These entry options give every department an accessible, documented path to request service through the channel most convenient to them.

Primary Call Logging and Tracking (Noetics ERP)

- Centralized Ticketing: All requests whether by phone, email, or portal are logged in Noetics ERP by DSI's dispatch team.
- Comprehensive Device History: Every service call, part replacement, and technician note is permanently stored within the device's record, ensuring a complete service history.
- Mobile Integration: Technicians receive and update tickets in real time through the Noetics mobile app, capturing timestamps, notes, and photos directly from the field.
- Accountability and Performance Management: Every service action is time-stamped for SLA tracking, audit visibility, and historical reporting. Each DSI department including service, MPS administration, operations, and dispatch meets weekly to review productivity, efficiency, and customer satisfaction metrics. These key performance indicators are benchmarked against national "best-in-class" standards using data from [Pros Elite PIVOT.\[GU1\]](#) In addition, DSI's executive team reviews these metrics weekly to ensure continuous improvement and accountability across the organization.

Enhanced Device-Level Tracking (bizhub vCare Pro-Suite or Sharp MICAS/Synappx)

To deliver proactive service and real-time visibility, DSI supplements Noetics ERP with OEM-specific remote monitoring tools depending on the equipment platform selected by the City. Both solutions provide equivalent diagnostic, alerting, and device health insights.

Konica Minolta – bizhub vCare Pro-Suite

For Konica Minolta devices, DSI utilizes bizhub vCare Pro-Suite, which provides deep, real-time device intelligence:

- Automatic Meter & Event Collection: vCare securely captures meter reads, status codes, consumable levels, and device events, transmitting them directly to DSI for monitoring.
- bizhub Troubleshooter Pro: Gives technicians access to detailed service history, recommended parts, and guided diagnostic workflows before dispatch—significantly improving first-call completion.

- Customer Service Remote Analysis (CSRA): Offers predictive maintenance insights, detecting early warning signs and recommending corrective actions prior to device failure.
- Device History Integration: All alerts, firmware updates, and maintenance actions are stored within vCare and referenced in Noetics ERP for a complete, unified service record.

Sharp – MICAS & Synappx

For Sharp devices, DSI uses Sharp MICAS and Synappx remote monitoring tools, which deliver the same level of visibility and predictive insight:

- Automated Device Monitoring: MICAS captures meter reads, error codes, supply levels, and device alerts, providing real-time status updates directly to DSI’s monitoring team.
- Fleet Analytics & Reporting: MICAS provides advanced analytics and device performance data, enabling proactive service scheduling and supply forecasting.
- Synappx Support Tools: Enhance remote diagnostics by providing workflow data, usage insights, and integration points for print management tools like PaperCut.
- Unified Service Record: All alerts and diagnostic data are fed into DSI’s Noetics ERP system to create a full device history, ensuring consistent service documentation across manufacturers.

Unified Benefit – Same Standards, Same Outcomes

Regardless of the equipment chosen, DSI delivers:

- Real-time fleet visibility
- Predictive maintenance
- Automated service alerts
- Faster first-call resolution
- Seamless Noetics ERP integration

These systems allow DSI to support mixed environments with equal precision, ensuring the City receives the same high performance and proactive service capability on either platform.

System Integration and Reporting

While Noetics ERP remains DSI's official service dispatch and record-keeping system, Konica Minolta bizhub vCare Pro-Suite and Sharp Tools enhance the workflow with live diagnostic and historical data. Together, these systems provide:

- Real-time visibility into service call activity and performance metrics.
- Predictive insights for faster, more accurate problem resolution.
- Complete transparency of service history and fleet health reporting.

This combined ecosystem ensures the City of Las Cruces receives a fully traceable, data-driven, and continuously improving service process, backed by technology, people, and measurable accountability.

C. Level of Service Specifications

Document Solutions, Inc. (DSI) delivers a service experience that blends local responsiveness with nationally benchmarked performance standards. Our approach is grounded in measurable service metrics, transparent reporting, and proactive communication to ensure every City of Las Cruces department receives consistent, reliable support.

Service Standards and Response Commitments

- Response Time: Average response time within 3.8 hours for Las Cruces city limits and surrounding areas.
- Resolution Time: Most service calls are completed the same business day or within 24 hours of the request.
- Uptime Guarantee: Fleet uptime goal of 95% or greater, but average 98% uptime.
- First Call Efficiency (FCE): Target of 80% or higher, meaning the majority of service calls are resolved on the first visit.
- Preventive Maintenance: Scheduled proactively based on OEM recommendations and device analytics from Noetics ERP, Print Tracker Pro, bizhub vCare Pro-Suite, and MICAS/Synappx.
- After-Hours Support: On-call technicians are available for critical departments and emergency situations. [\[GU2\]](#)

- **Loaner Equipment Commitment:** DSI will provide and install a comparable loaner multifunction device at no additional cost to the City if any contracted machine cannot be restored to full operating condition within 48 hours. Loaner equipment will be delivered from DSI's Las Cruces warehouse inventory, configured for secure network use, and remain in place until the original unit is repaired or replaced.
- DSI acknowledges all service call requests within 1 hour during normal business hours in compliance with City requirements.
- DSI complies with the City's maximum 48-hour downtime requirement and will escalate any device approaching that threshold to priority status.
- Service coverage extends to all contracted multifunction devices and any supported network printers included within the managed print scope.

Accountability and Performance Monitoring

Service performance is continuously tracked using Noetics ERP, Pros Elite PIVOT, bizhub vCare Pro-Suite, and MICAS/Synappx, giving DSI real-time visibility into fleet uptime, response times, and technician efficiency.

- Each service event is time-stamped and logged in Noetics ERP, allowing for precise reporting and SLA compliance tracking.
- All service metrics, including response time, mean time to repair (MTTR), First Call Efficiency, and uptime are measured against national Pros Elite benchmarks to ensure best-in-class performance.
- Weekly departmental meetings are held to review productivity, customer satisfaction, and KPI trends.
- The executive leadership team reviews these same metrics at the corporate level to identify improvement opportunities and ensure accountability throughout the organization.

Continuous Improvement and Proactive Management

- **Predictive Maintenance:** Leveraging Konica Minolta and Sharp Remote Service Tools and Print Tracker Pro, DSI's remote technicians identify developing issues before they cause downtime.
- **Root Cause Analysis:** Any recurring service event is analyzed to determine the underlying cause, allowing process or training adjustments where needed.

- Customer Feedback Loop: All completed service calls trigger follow-up communications, and results are reviewed during weekly service huddles.
- Quarterly Business Reviews: Presented to clients, including the City, summarizing metrics, uptime, cost trends, and improvement plans.

Certification and Training Commitment

- DSI is Pro-Tech Certified by Konica Minolta, placing us among the top 3% of service organizations in the U.S.
- All technicians complete OEM factory training and ongoing certification refreshers & new equipment.
- Training plans and performance results are reviewed quarterly by the Service Manager and Director of Operations to maintain compliance with manufacturer and Pro-Tech standards.

Summary

DSI's service level performance is not just a goal, it is continuously measured, reviewed, and improved. By pairing local expertise with enterprise-level systems and national performance benchmarks, DSI ensures the City of Las Cruces receives a proven, transparent, and accountable service partnership that keeps operations running smoothly every day.

D. Number of Trained Technicians and Area Coverage

Document Solutions, Inc. (DSI) maintains one of the most experienced and strategically positioned service organizations in New Mexico, providing full statewide coverage with deep local support for the City of Las Cruces.

Service Team Composition

- 11 Field Service Technicians positioned throughout New Mexico for complete statewide coverage. All of our technicians are trained and certified for all equipment presented in this RFP.
- 5 Field Technicians based in Las Cruces, providing local response for City departments and southern New Mexico.
- 2 Remote Technicians dedicated to remote diagnostics, proactive monitoring, and virtual service support, resolving issues before dispatch whenever possible.

- 2 Build Technicians responsible for pre-staging, configuration, and quality assurance testing to ensure every device is network-ready prior to installation.
- 4 Installation Specialist dedicated to equipment deployment and connectivity. This team installs every new device and manages network setup, ensuring field technicians remain focused on active service tickets. Installation Specialist are trained to perform Level 1 troubleshooting during deployment to resolve issues on the spot, reducing post-install service calls. One Installation Specialist is based in the Las Cruces office, providing immediate installation support for the City and southern region. During initial implementation, there will be a dedicated team, which will include 4 Installation Specialists and a CXR.
- Supported by a 3-person Service Center and Dispatch Team, a Managed Print Services (MPS) Administrator, a Service Manager, and a Director of Operations, all based in Las Cruces.

Training and Certification

- DSI is Pro-Tech Certified by Konica Minolta, ranking in the top 3% of certified service teams nationwide.
- All technicians and Installation Specialist receive OEM factory training from Sharp and Konica Minolta on connectivity, print management software, and multifunction device networking.
- Certifications are maintained through ongoing education and quarterly evaluations by the Service Manager and Director of Operations, ensuring compliance with OEM standards and DSI performance goals.

Area Coverage

DSI's service and installation network spans the entire state of New Mexico, providing consistent response and reliability statewide.

- The Las Cruces office serves as our southern operations hub, supporting all City departments and surrounding municipalities.
- Additional personnel are positioned in Albuquerque, Santa Fe, Roswell, Gallup and Taos for statewide coverage.
- Our remote technicians provide virtual diagnostics and service triage across all regions, minimizing downtime and increasing first-call completion.

Territory Mapping, Load Balancing, and Performance Benchmarking

Territory management and technician workload balancing are optimized through Pros Elite PIVOT, which integrates directly with DSI's Noetics ERP system.

- Real-Time Territory Management: PIVOT analyzes call volume, travel distance, and workload to ensure equitable coverage and fast response.
- Dynamic Load Adjustment: As DSI's customer base or print volumes evolve, PIVOT recalculates technician territories to maintain balanced workloads and coverage efficiency.
- Quarterly Optimization: The Service Manager and Director of Operations review PIVOT analytics every quarter to realign resources, analyze call trends, and forecast staffing needs.
- National Benchmarking: PIVOT measures DSI's performance against Pros Elite national "best-in-class" metrics, including Response Time, First Call Efficiency, and Mean Time to Repair (MTTR).
- Intelligent Parts Stocking: PIVOT analyzes territory device density, service history, model distribution, and volume trends to determine the optimal parts inventory for each technician's vehicle. This ensures commonly required components are stocked based on real usage data within that specific territory, improving first-call completion rates and reducing repeat visits.

Summary

DSI delivers unmatched coverage, responsiveness, and efficiency across New Mexico with a statewide service organization consisting of 11 field technicians, 2 remote technicians, 2 build technicians, and 4 dedicated Installation Specialists supported by locally based leadership and dispatch,.

Our use of PIVOT analytics, proactive monitoring, and specialized installation staff ensures that the City of Las Cruces receives exceptional service continuity and optimized performance throughout the life of this contract.

E. Average Support Call Response Time

Document Solutions, Inc. (DSI) measures service responsiveness using real-time data from Noetics ERP and Pros Elite PIVOT analytics. Every call is time-stamped from receipt to completion, ensuring full accountability and transparent reporting.

Standard Response Times

- Average On-Site Response: 3.8 hours or less within Las Cruces city limits.
- Remote Locations Average: Under 5 hours for New Mexico service areas outside Las Cruces. Again, DSI acknowledges all service requests within one (1) hour during normal business hours in compliance with City requirements.

- Remote Resolution: 15-20 percent of all service events are resolved remotely through bizhub vCare Pro-Suite or MICAS or direct remote technician diagnostics before a dispatch is required.

Response Optimization through Technology and Staffing

- Remote Technicians monitor device alerts in real time and triage issues immediately, often resolving them virtually or pre-diagnosing before a field visit.
- Installation Specialist Deployment Team handle new equipment installs and basic connectivity support (Level 1 calls), keeping field technicians focused on service tickets and reducing queue backlog.
- PIVOT Analytics continuously balances territory workloads and travel time, ensuring technicians are deployed efficiently and response times remain consistent as device counts and volumes change.
- Quarterly Performance Reviews conducted by the Service Manager and Director of Operations validate these metrics against national Pros Elite benchmarks for best-in-class performance.

Continuous Monitoring and Accountability

Every response-time metric is tracked in Noetics ERP and benchmarked through PIVOT. Results are reviewed weekly by the service, operations, and dispatch teams and quarterly by executive leadership to ensure standards are met or exceeded.

This proactive approach keeps average response well under the City's five-day maximum and supports DSI's commitment to rapid, complete service resolutions.

F. Location of Local Office and Support Dispatch Office

All operations supporting the City of Las Cruces are coordinated through DSI's Las Cruces Service and Operations Center, which functions as our southern New Mexico headquarters and regional technology hub. This facility houses both Document Solutions, Inc. (DSI) and our sister managed-services company, DSIT (DSI Technologies), which operates as our second Network Operations Center (NOC).

DSI – Las Cruces Service and Operations Center

1705 N Valley Drive #5
Las Cruces, NM 88007
575-222-7255

From this location, DSI delivers full-service, dispatch, logistics, and technology support for all City of Las Cruces departments.

Personnel and Departments Located in Las Cruces:

- 5 Field Technicians dedicated to the City of Las Cruces and surrounding southern New Mexico.
- 2 Remote Technicians focused on real-time diagnostics, remote triage, and proactive monitoring.
- 1 Installation Specialist handling local deployment, device connectivity, and Level 1 support. With the additional 3 CSRs supporting larger implementations.
- 3-Person Service Center and Dispatch Team managing tickets and assignments through Noetics ERP.
- Managed Print Services (MPS) Administrator, Service Manager, and Director of Operations, all based in the Las Cruces office.
- Customer Experience Department, providing ongoing user training, day-to-day support, and quarterly partner reviews.
- DSIT – Managed Services Division: A team of 4 IT Technicians operating DSIT’s secondary Network Operations Center (NOC) within the Las Cruces facility. The NOC provides advanced IT and network-level assistance statewide and augments our print service team with direct expertise in networked printing, scanning, and cybersecurity.

Statewide Infrastructure and Support

- Additional field and service staff are positioned in Albuquerque, Santa Fe, Roswell, Taos, Gallup, ensuring statewide coverage and redundancy.
- DSIT’s IT professionals collaborate with DSI’s service team on complex network configurations, security protocols, and print-management integrations, reducing downtime and improving fleet reliability.

Summary

The Las Cruces Service and Operations Center is the operational and technological heart of DSI’s southern New Mexico presence. By housing both the DSI service division and DSIT’s Network Operations Center, DSI provides the City of Las Cruces with a comprehensive, locally staffed support ecosystem that unites field service, dispatch, managed print, and advanced IT capabilities all under one roof.

INCLUDE THE RESIDUAL VALUE OF THE PRODUCT, ITS ADVANTAGES RELATIVE TO ITS WEAKNESSES, AND FREQUENCY OF PRODUCT UPGRADES*

Pass

Residual Value & Lifecycle Strategy

Document Solutions, Inc. (DSI) manages every device with a full lifecycle strategy designed to preserve residual value, extend useful life, and minimize total cost of ownership (TCO).

- Standard Refresh Recommendation: DSI typically recommends a five-year refresh cycle for multifunction copiers based on average municipal usage and manufacturer lifecycle expectations.
- Extended Lifecycle Option: Depending on the device's utilization, condition, and the pace of new technology enhancements, DSI may extend the lifecycle by one to two additional years, supporting a total lifecycle of six to seven years.
- Asset Utilization Optimization: Our team continually analyzes print volumes and usage data from Noetics ERP, bizhub vCare, and Print Tracker Pro to identify under- and over-utilized devices. We strategically redeploy assets between departments to balance workloads, reduce unnecessary replacements, and maximize the life and residual value of each unit.
- End-of-Term Options: Upon contract maturity, DSI will (1) refresh to new models, and/or (2) redeploy equipment within the organization for lighter-duty use.
- Secure & Sustainable Disposition: All equipment scheduled for retirement is sanitized to OEM standards and processed through environmentally responsible recycling or resale channels.

Advantages, Trade-Offs & Mitigations

DSI is transparent about product advantages and potential trade-offs, ensuring the City's print environment remains both high-performing and cost-effective.

- Advantages:
 - Long lifecycle and high uptime when maintained under OEM standards.

- Color printing on A3 MFPs is substantially more cost-effective than on smaller desktop units, reducing cost per page while improving color quality and efficiency.
- Robust integration with PaperCut, bizhub vCare, MICAS, and Print Tracker Pro for secure printing, analytics, and automation.
- Potential Trade-Offs & Mitigations:
 - Feature complexity: Addressed through simplified user profiles and ongoing training by our Customer Experience Department.
 - Color usage control: Managed with rules-based print policies and departmental cost tracking to prevent overspend.
 - Fleet change management: Mitigated through phased rollouts, Installation Specialist connectivity support, and after-hours installations to prevent workflow disruption.
 - Supply chain variability: Countered by DSI's local backup inventory and AI-assisted stocking strategy.

Upgrade Cadence & Continuous Improvement

- Firmware/Security Updates: Applied quarterly or as released by the manufacturer to maintain security and performance compliance.
- Feature Enhancements: Workflow or software updates (scan templates, authentication, drivers) are deployed as needed, coordinated by DSI's Customer Experience team.
- Model Refresh: Planned on a five-year baseline with potential extension to six or seven years for well-performing units, verified by volume analytics and condition assessments.
- Data-Driven Decisions: Refresh timing is guided by real-time utilization, performance history, and cost trends from Noetics ERP and bizhub vCare/MICAS analytics.
- Sustainability Focus: By extending lifecycle where appropriate and redeploying within departments, DSI minimizes waste and reduces overall environmental impact.

City of Las Cruces Benefits

- Lower Long-Term Cost: Extending asset lifecycles and optimizing deployment reduce total ownership cost.
- Higher Efficiency: Strategic redeployment balances fleet utilization and maximizes equipment value.
- Predictable Planning: Proactive refresh cycles and quarterly performance reviews eliminate surprises.
- Improved Sustainability: Longer lifecycles and responsible end-of-life management reduce waste.

PLEASE DESCRIBE YOUR APPROACH TO HAVING PUBLIC ACCESS COPIERS*

- A. How you will integrate a coin machine with the public copier?
- B. Will you take bills and coins and provide change? Will you take credit cards?
- C. How do you handle coin jams, refund issues, or payment disputes?
- D. How would you prevent public-facing machines from running out of toner during peak hours?

a. Integration of Coin Machine with Public Copier

DSI will integrate the **Jamex 9557 Mobile Pay NetPad (9550 Series)** with the public-facing multifunction copier. The Jamex 9557 is a network-enabled vending solution designed specifically for copier and printer integration.

The Jamex system connects directly to the copier's internal meter interface and network port, enabling:

- Real-time price calculation per page
- Payment validation prior to job release
- Automated job release only after payment authorization
- Meter tracking and transaction reporting

The touchscreen interface guides patrons through the workflow and displays pricing and job totals prior to payment. Prices can be configured for all vended functions (copy, print, scan where applicable) and can differentiate between cash and credit pricing if desired.

The system operates independently of the copier manufacturer and is compatible with major MFP brands including Konica Minolta and Sharp.

b. Accepted Payment Methods (Bills, Coins, Credit Cards)

Using the Jamex 9557, the City will be able to accept:

- Nickels, dimes, quarters, and dollar coins
- \$1, \$5, \$10, and \$20 bills
- Credit and debit cards
- Mobile payment (optional)
- Magnetic stripe cards

The 9557 includes enhanced currency handling and gives change automatically.

If the City prefers a credit/debit-only environment for specific locations, the smaller Jamex Mobile Pay NetPad Terminal can be deployed, which supports credit/debit and mobile payments without cash handling.

All credit card processing is handled through a fully certified P2PE solution, simplifying PCI compliance requirements for the City.

c. Coin Jams, Refund Issues, and Payment Disputes

The Jamex 9550 Series includes enhanced currency handling designed to reduce coin and bill jams.

In the event of:

Coin or Bill Jam

- Jamex provides toll-free technical support and a two-year warranty with an added 3 additional years of support
- DSI technicians are trained to service both the copier and the vending unit.
- Instructional service resources are available through Jamex support channels
- High-capacity coin changers are available as an option to reduce service frequency.

Refund Issues or Payment Disputes

- All credit card transactions are logged in the Jamex web-based administration portal
- The portal allows authorized City staff to review transactions, verify payment, and issue refunds when appropriate.
- For cash transactions, DSI will coordinate with the designated City department to establish a documented refund process (typically handled at a central service desk).

Because transactions are electronically logged, disputes can be resolved quickly with full transaction transparency.

d. Preventing Toner Outages During Peak Hours

Public-facing devices will be treated as priority-managed devices within DSI's monitoring platform.

Prevention strategy includes:

1. Real-Time Device Monitoring

Public copiers will be enrolled in Print Tracker Pro for continuous monitoring of toner levels and device alerts.

2. Priority Flagging

Public devices will be flagged as high-priority assets within DSI's monitoring system to ensure consumables are replenished earlier than standard office devices.

3. Local Backup Inventory

DSI maintains backup toner inventory at our Las Cruces service hub to support emergency replenishment.

4. Proactive Delivery

Behavior-based supply fulfillment ensures toner is delivered before depletion, not at threshold crisis levels.

This layered approach ensures that public-facing devices remain operational during peak hours and minimizes disruption to citizens.

NETWORK CONNECTION*

Pass

- A. Does your company use Simple Network Management Protocol (SNMP) for printer management and logging? If so, what version of SNMP is used?
- B. How does your company work with Office 365/Exchange online for scan to email?
- C. Are there other ways you set up document scanning?

1. Use of SNMP for Printer Management and Logging

Yes. DSI utilizes Simple Network Management Protocol (SNMP) for device monitoring, logging, and performance management.

Our monitoring platforms (Print Tracker Pro, Konica Minolta bizhub vCare, and Sharp MICAS/Synappx) support:

- **SNMP v3 (preferred and recommended)** for secure, encrypted communication
- SNMP v1/v2c when required by legacy environments

For the City of Las Cruces, DSI recommends and supports SNMP v3, which provides:

- Authentication
- Encryption
- Secure device status polling
- Real-time meter reads
- Alert notifications
- Supply level monitoring

All SNMP communication can be configured to align with the City's security policies, including:

- VLAN segmentation
- Restricted polling intervals
- Defined management IP ranges
- Credential-based authentication

No inbound firewall openings are required beyond approved monitoring protocols.

2. Integration with Office 365 / Exchange Online for Scan-to-Email

DSI regularly deploys multifunction devices in Microsoft 365 and Exchange Online environments.

We support multiple secure scan-to-email configurations, including:

- SMTP Relay via Microsoft 365
- Authenticated SMTP using OAuth 2.0 (Modern Authentication)
- Direct SMTP submission using encrypted TLS connections

We configure devices to comply with Microsoft's security best practices, including:

- TLS encryption
- Modern authentication where required
- Certificate validation
- Device-specific service accounts with limited permissions

Our team works directly with the City's IT department to:

- Establish secure SMTP relay connectors
- Configure SPF/DKIM alignment if needed
- Test internal and external delivery
- Ensure compliance with Microsoft security controls

If the City prefers not to use SMTP, we also support alternate scanning methods (see below).

3. Alternative Document Scanning Methods

In addition to scan-to-email, DSI supports multiple secure scanning workflows:

Scan to Network Folder (SMB)

- Direct delivery to shared drives
- Active Directory authentication
- Role-based access permissions

Scan to SharePoint / OneDrive

- Integration with Microsoft 365 cloud storage
- Secure cloud-based document storage
- User authentication at device panel

Scan to FTP/SFTP

- Secure file transfer to internal servers

Scan to USB

- Local encrypted USB export where permitted

Secure Follow-Me Scan (via PaperCut or authentication platform)

- Documents are stored temporarily and released to authorized users
- Reduces misdelivery risk

All scanning workflows can be configured with:

- User authentication (PIN, card, or network credentials)
- Audit tracking
- Departmental routing rules
- Encrypted transmission

DSI works collaboratively with City IT to align all scanning configurations with internal cybersecurity standards.

8. Technical Proposal Content - Evaluation Criteria No. 2 - Qualifications/Competence

KEY PERSONNEL*

Pass

Provide the names of key personnel who will be assigned to provide the services described herein. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided.

The City of Las Cruces account will be supported by a highly experienced DSI team that combines local presence, operational expertise, and executive leadership. Each team member has a defined role to ensure proactive communication, consistent performance, and measurable client success.

Primary Account Contact

Keith Houser – Senior Account Executive

Keith Houser will serve as the **primary account lead** for the City of Las Cruces. Based in Las Cruces and part of DSI since **2000**, Keith brings over **25 years of experience** supporting municipal, education, and enterprise clients throughout southern New Mexico. He will be the City's main point of contact for all contractual, strategic, and service coordination matters.

Customer Experience Support

Genesis Stevenson – Customer Experience Manager

Genesis manages DSI's **Customer Experience Department**, providing day-to-day end-user support, training coordination, reporting, and ongoing partner reviews. With **three years at DSI**, she works directly with City departments to manage onboarding, training, and quarterly performance reviews.

Implementation and Integration Lead

Jesse Salas – Technology Deployment Manager

Jesse Salas will oversee the implementation and integration phase of the City's program. With nine years at DSI & over 15 in the industry, Jesse coordinates installation schedules, device setup, and communication between DSI's service, IT, and operations teams. He ensures every device is deployed efficiently, configured correctly, and aligned with the City's network and workflow requirements. Jesse also manages the build technicians ensuring quality control from the equipment build through deployment. He has 91 Konica

Minolta Certifications, Outward Professional, Production, Color Wide Format Certifications and was awarded the Konica Minolta Silver Seal Award in 2018.

Field Service Lead

Randall Glenn – Dedicated Field Service Technician

Randall Glenn will serve as the **dedicated on-site field service technician** for the City of Las Cruces. With **15 years at DSI**, & 36 in the industry, Randall is a factory-certified Konica Minolta and Sharp technician providing daily maintenance, repair, and uptime optimization. 165 Konica Minolta Certifications, Outward Masters Certificate, Color Production and Color Wide Format Certifications.

Backup Technician

Alex Small – Backup Field Service Technician

Alex Small, with **five years at DSI** and **over 11 years in the industry**, will support as backup technician, ensuring consistent coverage and service continuity during absences or project peaks. 176 Konica Minolta Certifications, Outward Masters and Color Production Certifications.

Service Leadership and Escalation Contacts

Melissa Skinner – Director of Operations

Melissa Skinner (**19 years with DSI**) oversees statewide service operations, workflow efficiency, and contractual performance.

Shawn Skinner – Service Manager

Shawn Skinner, with **16 years at DSI** and **21 years in the industry**, manages day-to-day dispatch, technician coordination, and service metrics. Together, they ensure SLA compliance and performance transparency, conducting quarterly KPI reviews and operational audits for the City account. 158 Konica Minolta Certifications, Outward Masters & Production Certifications. 2015 and 2016 Konica Minolta Silver Seal Award.

Executive Account Oversight

Jocelyn Gorman – President

With **15 years at DSI**, Jocelyn Gorman provides executive leadership and strategic oversight for all major municipal clients. She serves on **national industry board**, recognized for her influence in advancing best practices within the imaging and managed-services industry. For clients with more than 75 devices, including the City of Las Cruces, Jocelyn participates directly in **annual business reviews, executive presentations, and strategic planning sessions**, ensuring executive visibility and accountability.

Summary

This account team represents more than **145 years of combined industry experience** and over **105 years of tenure with DSI**. The City of Las Cruces will benefit from a stable, locally accessible team committed to service excellence, operational reliability, and measurable partnership success.

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*

Pass

Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Principal Officer Responsible for Contract Administration

Jocelyn Gorman – President

Document Solutions, Inc. (DSI)

1705 N Valley Drive #5

Las Cruces, NM 88007

575-222-7255

Email: jgorman@dsinm.com

DSI does not utilize subcontractors for any portion of this contract.

All services, including implementation, maintenance, network integration, remote monitoring, training, and supplies management are performed entirely by DSI's in-house personnel.

DSI is one of the few technology organizations in New Mexico with the certifications, resources, and technical competency to perform all managed print services internally in every corner of the state of New Mexico. This ensures complete quality control, consistent communication, and accountability across every aspect of service delivery.

LOCATION(S) OF OFFICE(S)*

Pass

Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

All services related to this contract will be performed by Document Solutions, Inc. (DSI) staff located within New Mexico. DSI maintains two primary facilities that support this project:

1. Las Cruces Service and Operations Center (Primary Site)

1705 N Valley Drive #5
Las Cruces, NM 88007
575-222-7255

Approximately 90-95% of all contract work will be performed from DSI's Las Cruces office, which serves as our southern New Mexico headquarters and the primary operations center for the City of Las Cruces account.

This facility houses:

- Senior Account Executive-Sales
- Field Service Technicians and Remote Technicians
- Installation Specialist
- Service Center and Dispatch Team
- Managed Print Services (MPS) Administrator
- Customer Experience Department
- Director of Operations and Service Manager
- DSIT (Document Solutions Information Technology) secondary Network Operations Center (NOC) with 4 IT Technicians
- All day-to-day operations, dispatching, user training, account management, and leadership oversight for the City of Las Cruces will be managed from this location.

2. Albuquerque Build and Configuration Center (Support Site)

DSI Headquarters-ABQ
4121 Prospect Ave NE

Albuquerque, NM 87110

Approximately 5-10% of work will be performed from DSI's 25,000 sq. ft. build and configuration facility in Albuquerque, New Mexico.

This location supports:

Pre-configuration, staging, and testing of all multifunction copiers and printers prior to delivery.

Firmware updates, software installations, and network setup to ensure all equipment is ready for immediate integration upon arrival at City facilities.

Quality assurance checks and logistics coordination for deployments statewide.

Once configuration and testing are complete, devices are shipped directly to the Las Cruces office or City locations for installation by our CSR teams.

Jocelyn Gorman, President, is based out of the Albuquerque office but is in the Las Cruces office at least once every quarter.

Summary

All work under this contract will be performed entirely by DSI personnel within the State of New Mexico. The Las Cruces Service and Operations Center will manage all local operations, while the Albuquerque Build Center will support pre-installation preparation and logistics. This structure ensures rapid deployment, consistent quality control, and complete accountability—without any outsourcing or third-party involvement.

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK*

Pass

Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Melissa Skinner – Director of Operations

Document Solutions, Inc. (DSI)

1705 N Valley Drive #5

Las Cruces, NM 88007

575-222-7255

Email: mskinner@dsinm.com

Role and Responsibilities:

Melissa Skinner will serve as the professional responsible for and in direct charge of the work performed under this contract.

Melissa has been with DSI for 19 years and oversees all operational, technical, and service delivery functions across New Mexico. She is responsible for:

- Managing field service operations, scheduling, and dispatch performance.
- Ensuring compliance with all Service Level Agreements (SLAs) and City expectations.
- Supervising the Service Manager, Technology Deployment Manager, and Managed Print Services Administrator.
- Coordinating with the Customer Experience and Account Management teams to ensure seamless communication and service execution.
- Overseeing quality control, response time performance, and continuous improvement initiatives.

Melissa's extensive tenure and leadership experience make her the central point of operational accountability for the City of Las Cruces contract. She reports directly to Jocelyn Gorman, President, and works in close collaboration with Keith Houser (Senior Account Executive) and Shawn Skinner (Service Manager) to ensure the City receives consistent, high-quality support.

New Mexico Registration:

Not applicable – this contract does not require professional registration or licensure under New Mexico State statutes.

9. Technical Proposal Content - Evaluation Criteria No. 3 - Performance of the Firm

PREVIOUS WORK/REFERENCES*

Pass

Description and name of a total of three past contracts similar to the scope herein that have been completed by the firm including the name and telephone number of the contact person for each project.

DSI_References-Performance_of_Firm_(1).pdf

10. Technical Proposal Content - Evaluation Criteria No. 4 - Cost

COST PROPOSAL*

DSI_Pricing_Pages_City_of_LC.pdf

STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: DOCUMENT SOLUTIONS INC
DBA: DOCUMENT SOLUTIONS INC
PO BOX 37410
ALBUQUERQUE, NM 87176-7410

Expires: 25-Jul-2027

Certificate Number:

L1171255664



Stephanie Schaefer Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



CITY OF LAS CRUCES

P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2027 - 01

Type
Business Registration License -
RETAIL

Number
15626-25
Issue Date
01/22/2026
Expires
01/31/2027

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Document Solutions, Inc.
1705 N VALLEY Dr
STE 5
LAS CRUCES, NM 88007

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

Agenda Item #6.2.

SUMMARY

7.2. Please see attachments for specification sheets, technical details, certifications, awards. Below is a review of required functionality items.

ALL multifunctional copier machines shall:

A. be new, unused, current models- **Yes, all devices will be new, unused and current models**

B. be from the same manufacturer and operate in a like manner- **Yes, all devices will be same manufacturer and will operate in the same manner.**

C. base unit support black and white, while color units may be requested in certain areas. **Yes, along with color scanning across all devices**

D. be able to copy and scan at the device and support printing through a network connection utilizing appropriate protocols (if so configured) and meets the following:

1. can produce double sided prints/copies- **Yes**

2. is rated at a speed of 50 prints per minute (ppm) or faster for black and white- **Yes**

3. for the scanning feature, identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary for the operation of this feature. Identify all formats available (e.g., PDF, Microsoft Word, Microsoft PowerPoint, etc.) and whether it supports USB flash drives at the unit. – **There are no costs for equipment, software or installation necessary for scanning outside initial scanning setup at install. Standard scanning formats-JPEG; TIFF; PDF; Compact PDF; Encrypted PDF; XPS; Compact XPS; PPTX; PDF/A 1a and 1b**

Optional: Searchable PDF; Searchable DOCX/XLSX (one-time licensing fee \$138/unit)

4. be able to support a non-networked configuration in certain areas (i.e. be operational as a “walk-up” digital copier)- **Yes**

E. have the capability of printing on stock ranging from 20 lb. bond to 110 lb. index, on sizes letter (8½ X 11), legal (8½ X 14), and ledger (11 X 17)- **Yes**

F. possess an automated document feeder, with a minimum capacity of 50 sheets of 20 lb. bond paper- **Yes, 300 sheets**

G. have a bypass tray for printing on specialized stock- **Yes**

H. have the following paper capacity, using standard 20 lb. copier paper: **Yes, all devices will be configured with 3 trays and a bypass. Tray 1- 500 sheets, Tray 2-500 sheets, Tray 3- 2,500 sheets, bypass tray- 150 sheets**

1. 8½ X 11 paper supply – minimum of 1,000 sheets-Yes

Agenda Item #6.2.

- 2. 8½ X 14 paper supply - minimum of 500 sheets- Yes
- 3. 11 X 17 paper supply - minimum of 250 sheets (may be an adjustable tray) Yes
- 4. one of the three paper trays may be adjustable (respondents may include auxiliary paper trays to meet this requirement)

I. have zoom capabilities from 64% to 200%- **Yes**

- 1. be able to enlarge documents in preset increments to a minimum of 200%- **Yes**
- 2. be able to reduce documents in preset increments to a minimum of 64%- **Yes**

J. support the following optional features (end user selected):

- 1. automated stapling system, capable of stapling a minimum of 20 sheets of 20 lb. paper-

Option provided

- 2. full offset stacking and finishing (stapling only) -**Option provided**

- 3. image shift capabilities – **Standard functionality**

- 4. for the faxing feature, include a description of its operation (i.e. fax board, fax driver, etc.).

Identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary for the operation of this feature. - **Fax standard Super G3, Fax transmission:**

Analog, i-Fax, Color i-Fax, IP-Fax Fax resolution: Up to 600 x 600 dpi Fax compression

MH, MR, MMR, JBIG Fax modem Up to 33.6 K. Through fax board. DSI HIGHLY

recommends eliminating fax kits and analog faxing and migrating to a true e-faxing

solution. This would add security, compliance, & significant cost savings. We

recommend e-GoldFax. In order to present pricing for this, DSI will need to conduct a

fax volume analysis. Plans start at \$25/mo for the entire system. Lines can be ported

to the system from your analog lines. Collateral for e-GoldFax included in

attachments.

K. support use of PIN codes and/or mailbox secured access for users- **Yes, secure print to encrypted user boxes as well.**

L. have programmable cost center/accounting meters, with a minimum of 50 separate cost centers/meters; respondent to specify the number of digits accommodated per accounting code- **Yes, for PIN access: Up to 1,000 user accounts, Active Directory support (user**

name + password + e-mail + SMB folder), User function access definition,

Authentication by mobile device (Android) ID card authentication (ID card reader),

Authentication by mobile device (iOS). Number of characters for the password is 64 &

8 numbers.

Accessibility and ADA Compliance

DSI recognizes the importance of ensuring that all public-facing and employee-accessible multifunction devices comply with accessibility standards and support inclusive use.

Agenda Item #6.2.

The proposed Konica Minolta and Sharp multifunction systems meet applicable ADA accessibility considerations and include the following features:

Physical Accessibility

- Control panels positioned within ADA-recommended reach ranges
- Front-access paper loading and toner replacement
- Accessible bypass trays for users in wheelchairs
- Optional pedestal configurations to meet height requirements where necessary
- Clear labeling and tactile button indicators on key functions

Adjustable Touchscreen Panels

- Tilting and adjustable control panels to accommodate seated or standing users
- Large-format, high-contrast color touchscreens
- Adjustable brightness settings for improved visibility in varying lighting conditions

Screen Readability and User Interface

- Large on-screen text and intuitive icon-based navigation
- Clear visual prompts during copy, print, and scan workflows
- High-contrast interface options to assist users with low vision

Language Support

- Multiple language interface options available at the device panel
- On-screen instructions presented in the selected language
- Ability to standardize language defaults by location if desired

Secure and Assisted Use

- Simple authentication methods (badge, PIN, or network credentials)
- Bypass/service modes for authorized staff assistance
- Support for scan-to-email and scan-to-folder to reduce manual document handling

For public access locations, DSI will review device placement and mounting configurations with City Facilities staff to ensure compliance with ADA positioning guidelines prior to installation.

DSI is committed to providing technology that is accessible, user-friendly, and aligned with both ADA considerations and the City's service standards.



Konica Minolta Wins Four Pick Awards and 2025 A3 Line of the Year Award from Keypoint Intelligence

Devices Shine in Areas of Productivity, Security, Quality and Ease of Use

Ramsey, NJ, Jan. 15, 2025 (GLOBE NEWSWIRE) -- Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta) today announced it has received five Buyers Lab (BLI) Awards from Keypoint Intelligence, the world's leading and independent evaluator of document imaging hardware, software and services. The awards acknowledge the capabilities of Konica Minolta's multifunctional print devices (MFP), with four individual devices named winners of Pick Awards. Konica Minolta was also named the winner of the prestigious 2025 A3 Line of the Year Award. Awards from Keypoint Intelligence give companies special recognition for their print and smart workplace technology and services, based on results from lab testing or market research.



Keypoint Intelligence was impressed by Konica Minolta's broader A3 range, awarding it the 2025 A3 Line of the Year Award. The judges acknowledged "superior performance during Keypoint Intelligence's testing across the entire A3 line," and praised Konica Minolta for its "fresh, broad portfolio with a strong feature set that can meet and exceed the needs of hybrid working environments." Konica Minolta's MFPs are also cloud-enabled, allowing businesses to not only print and scan, but securely store and access documents in the cloud, providing employees with the flexibility to work from anywhere at any time.

"Our testing of Konica Minolta's latest A3 MFPs revealed exceptional and consistent performance across the lineup, whether it was the 30 ppm, 45 ppm, or 75 ppm, mono or color models," said Pete Emory, Director of Research & Lab Services NA/APAC at Keypoint Intelligence. "From the outset, these copier-based devices impressed us with their simplified setup process and robust administrative capabilities, making fleet setup and management seamless. Once operational, the devices demonstrated outstanding efficiency, professional-looking print quality, and excellent usability. Walk-up experience is intuitive and consistent across the range—whether using the bizhub C301i or the C751i, Konica Minolta's design, performance, and user experience were indistinguishable." Security was also a key strength for Konica Minolta's range, with the awards highlighting its "robust security offering to safeguard sensitive data and mitigate risk of unauthorized access to the device and network."

Agenda Item #6.2.

Based on long-term comprehensive testing, four of Konica Minolta's MFPs have also been named in the Pick Awards 2025 – the Konica Minolta bizhub C451i, bizhub C551i, bizhub C651i, and bizhub C751i. Keypoint Intelligence highlights the biggest contributing factors to these accolades, which include impressive productivity, "faster-than-average job streams and first-print-out times make for highly productive devices in multi-user environments." The awards from Keypoint Intelligence also recognize the suitability of Konica Minolta's devices for modern working, noting their "above average scan speeds are a big plus for the digitization needs of today's hybrid workers."

"Our bizhub One i-Series multifunction printers continue to evolve in anticipation of changing workstyles, and we pride ourselves on our sophisticated features and services, tailored to meet the needs of customers across various industries, sizes and business requirements," said Jason Dizzine, Vice President, Portfolio Management and Planning, Konica Minolta. "To have our efforts recognized by Keypoint Intelligence in this way - particularly as the winner of A3 Line of the Year – is a true honor that we do not take lightly, and we thank everyone involved at Keypoint Intelligence for their efforts to evaluate our products."



The award-winning products are part of Konica Minolta's next generation of bizhub One i-Series MFPs. The extensive new range of 21 devices (seven color A3, five color A4, six B/W A3 and three B/W A4), includes features and functionality that places the increased need for security and ease of use in the modern workplace at the forefront.

Learn more about Konica Minolta's bizhub One i-Series MFPs online. View its celebratory reel [here](#).

About Konica Minolta

Konica Minolta Business Solutions U.S.A., Inc.'s (Konica Minolta) journey started 150 years ago, with a vision to see and do things differently. The company innovates for the good of society and the world. The same purpose that kept it moving then, keeps it moving now. Konica Minolta aims to partner with clients to Give Shape to Ideas by supporting their digital transformation through its expansive Intelligent Connected Workplace portfolio. Its business technology offerings include IT Services, intelligent information management, video security solutions and managed print services, as well as office technology and industrial and commercial print solutions. Through its ongoing work, the company is fortunate to be continuously recognized for its products and services. This includes, but is not limited to being included on CRN's MSP 500 list numerous times; named a finalist in the IT Software Category by The World Technology Awards; recognized as the #1 Brand for Customer Loyalty in the MFP Office Copier Market by Brand Keys and presented with Keypoint Intelligence's 2021 A3 Line of The Year and 2021-2023 Most Color Consistent A3 Brand Awards for its bizhub One i-Series. For more information, please visit Konica Minolta online and follow its account on Facebook, YouTube, LinkedIn and Twitter.

About Keypoint Intelligence

For more than 60 years, clients in the digital imaging industry have relied on Keypoint Intelligence for independent hands-on testing, lab data, and extensive market research to drive their product and sales success. Keypoint Intelligence has been recognized as the industry's most trusted resource for unbiased information, analysis, and awards due to decades of analyst experience.



Konica Minolta Leads in Brand Loyalty for Eighteenth Consecutive Year

Again Ranked #1 in MFP Copier Category in Brand Keys' Customer Loyalty Engagement Index

Ramsey, NJ, Feb. 11, 2025 (GLOBE NEWSWIRE) -- Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta) today announced it has received first place in Brand Loyalty in the Brand Keys Customer Loyalty Engagement Index® (CLEI) for the eighteenth consecutive year. The win confirms that Konica Minolta best meets, or exceeds, customer expectations among all brands competing in the "MFP Office Copier" category.



Brand Keys, a New York-based client loyalty and engagement consultancy, publishes the annual syndicated study, which recognized Konica Minolta for being the leader in Brand Loyalty among all multifunction printer (MFP) brands. The Brand Keys' data paints a detailed picture of the category drivers that engage customers, engender loyalty and drive real profits.

This year's results revealed dramatic differences in how loyalty operates as the most accurate predictor of consumer purchasing behavior, sales, brand market share and profits. The 2025 research revealed interesting data on the connection between loyalty and brand profitability. For example, an increase in loyalty of 5% can increase lifetime profits per customer by as much as 86% (down 9% from initial 1997 measures, but still exceptionally high, especially with ecommerce factored in.) Additionally, it now costs 15 to 22 times more to recruit a new customer than to keep an existing one – up 20 percent from 1997.

"Earning this recognition from Brand Keys for the eighteenth consecutive year reflects not just our commitment to excellence, but the strong partnerships we've built with our customers through two decades of innovation in the MFP market. This unprecedented achievement demonstrates how our customer-centric approach – delivering high-quality products and responsive service – consistently transforms first-time buyers into long-term brand advocates," said Jordan Liebman, Senior Vice President, Marketing & Communications, Konica Minolta. "As the research shows, customer loyalty directly impacts profitability, and we're proud that our focus on exceeding customer expectations has resulted in enduring relationships that drive mutual success. The trust our customers place in Konica Minolta inspires us to continue innovating and delivering solutions that not only meet their current needs but anticipate future challenges in their digital transformation journey."

Brand Keys' 28th annual CLEI and research consultancy identifies brands that are best able to engage clients by meeting or exceeding their expectations, thereby creating client loyalty. The Index recognizes the brands that receive the highest loyalty and engagement assessments, and surpass competitors for responding to the category values customers desire most.

"The loyalty paradigm has changed dramatically over the past decade. Happily, consumer loyalty can be measured, achieved and leveraged. But it isn't something that just shows up one day," said Robert Passikoff, Brand Keys Founder and President. "As research has proven, brands best at building

Agenda Item #6.2.

loyalty, such as Konica Minolta, win more customers, more sales and much bigger market shares. Kudos for their strong hold on this aspect of their business and congratulations for another year at #1.”

This year’s Brand Keys Customer Loyalty Engagement Index survey included 81,348 consumers, 16 to 65 years of age, examining their relationships with 1,100 brands in 104 categories. View the complete list of the highest-rated brands online.

About Konica Minolta

Konica Minolta Business Solutions U.S.A., Inc.'s (Konica Minolta) journey started 150 years ago, with a vision to see and do things differently. The company innovates for the good of society and the world. The same purpose that kept it moving then, keeps it moving now. Konica Minolta aims to partner with clients to Give Shape to Ideas by supporting their digital transformation through its expansive Intelligent Connected Workplace portfolio. Its business technology offerings include IT Services, intelligent information management, video security solutions and managed print services, as well as office technology and industrial and commercial print solutions. Through its ongoing work, the company is fortunate to be continuously recognized for its products and services. This includes, but is not limited to being included on CRN’s MSP 500 list numerous times; named a finalist in the IT Software Category by The World Technology Awards; recognized as the #1 Brand for Customer Loyalty in the MFP Office Copier Market by Brand Keys and presented with Keypoint Intelligence’s 2025 and 2021 A3 Line of The Year and 2021-2023 Most Color Consistent A3 Brand Awards for its bizhub One i-Series. For more information, please visit Konica Minolta online and follow its accounts on Facebook, YouTube, LinkedIn and Twitter.

BLI Line of the Year



Konica Minolta Business Solutions U.S.A., Inc. 2025 A3 Line of the Year Award

A handwritten signature in black ink that reads "Anthony Sci".

ANTHONY SCI, PRESIDENT AND CEO

DECEMBER 2024

DATE

KEYPOINT INTELLIGENCE • NORTH AMERICA • EUROPE • ASIA • KEYPOINTINTELLIGENCE.COM

© 2024 KEYPOINT INTELLIGENCE. REPRODUCED WITH PERMISSION.



PRESS RELEASE
FOR IMMEDIATE RELEASE

2025 Brand Loyalty Awards

***Fox News, Hyundai, Discover, Konica Minolta, Chase, Domino's,
NFL, Levi Strauss, Facebook and Amazon
Among Loyalty Gold Awards in Brand Keys' Annual Loyalty Index***

***Brand Loyalty Assessments Identify New Bottom Lines For Brands in 2025:
Which Brands Will Dominate, What Customers Acquisition Will Cost,
What Brands Can Save & What Lifetime Profits Brands Can Expect***

NEW YORK, NY, January 27, 2025 – Results of the 28th annual Brand Keys *Customer Loyalty Engagement Index* (CLEI) identified the brands which will dominate their categories in 2025 and revealed dramatic differences in how loyalty operates as the most accurate predictor of consumer purchasing behavior, sales, brand market share, and profits.

The index surveyed more than 81,000 consumers aged 16 to 65, examining their attitudes toward and their relationships with 1,100 brands in 104 categories. The yearly study is designed to determine the drivers of brand loyalty, including how the consumer views the category, compares offerings and ultimately buys the product. Rankings are based on a brand's ability to successfully deliver on drivers the consumer desire most, which are predictive of the highest levels of engagement and loyalty over the next 12 to 18 months.

"The impact of loyalty on brand profitability has increased so significantly since we released those very first calculations in 1997," said Robert Passikoff, founder and president of Brand Keys (brandkeys.com), the New York-based brand loyalty and engagement research firm that conducts the annual research, "We introduced gold, silver, and bronze levels to this year's CLEI to specify brand loyalty hierarchies in the companies consumers evaluated."

Some of this year's Brand Loyalty Award winners included:

Automobile		AM Cable News		Credit Cards	
Gold	Hyundai	Gold	FOX	Gold	Discover
Silver	Ford	Silver	CNN	Silver	American Express
Bronze	Toyota	Bronze	MSNBC	Bronze	Mastercard / Visa

Agenda Item #6.2.

MFP Copier		Pizza		Fast Food	
Gold	Konica Minolta	Gold	Domino's	Gold	McDonald's
Silver	Canon	Silver	Papa John's	Silver	Taco Bell
Bronze	Xerox	Bronze	Pizza Hut	Bronze	Wendy's

Along with a brand loyalty hierarchy, the survey diagnostics identified

- Four *category-specific* path-to-purchase loyalty drivers (such as “Right Brand, Right Design” in Automotive, “Device-Friendly News” for Cable News, and “Business Success” for MFP Copiers).
- The expectations consumers hold for *each* driver.
- The attributes, benefits, and values that form driver components, including percent-contribution to engagement, loyalty, and profitability.

A complete list of the 2025 CLEI Brand Loyalty Award winners can be found at <https://brandkeys.com/customer-loyalty-engagement-index/>

Loyalty And Brand Profitability

The 2025 research revealed the following economic facts about loyalty:

- It now costs 15 to 22 times more to recruit a new customer than to keep an existing one (up 20% from 1997).
- An increase in loyalty of 5% can increase lifetime profits per customer by as much as 86% (down 9% from initial 1997 measures, but still exceptionally high, especially when digital, ecommerce is factored in. Brand diversification that has contributed to a 52% increase in the number of brands.
- Depending on the sector, an increase in loyalty of 2% can be the equivalent of a 28% across-the-board cost reduction program (adjusted for 2025 dollars, that’s an increase of 11%).

“Economic dynamics like this drive loyalty and correlate extraordinarily highly with brand market share (0.87),” observed Passikoff. The CLEI has consistently found loyal customers to be six times more likely to engage with a brand, think of the brand first, buy it (and buy it again), and pay more attention to its marketing and social networking activities, which results in increased market shares and bottom lines.



Agenda Item #6.2.

Marketplace Proof

“The proof, of course, is the marketplace itself,” noted Passikoff. “Discover has been #1 in the Credit Card category for 29 consecutive years, Google 25 years for Search, Domino’s 21 years, Dunkin’ 19 years for Out-of-Home Coffee, Konica Minolta 18 years for MFP Copiers, Hyundai and AT&T Wireless 16 years each, Amazon 14 years, and Home Depot 13 years.

Loyalty Works Differently Today

“The loyalty paradigm has changed dramatically over the past decade,” observed Passikoff. “Happily, consumer loyalty can be measured, achieved, and leveraged. But it isn’t something that just shows up one day. It isn’t awareness or satisfaction no matter how much you think you have. And it absolutely isn’t something one can find on a 10-point scale. Loyalty *is* more complex today just as the consumer, the marketplace and marketing have become more complex. But, as research has proven, brands best at building loyalty win more customers, more sales, and much bigger market shares.”

Methodology

For the 2025 Customer Loyalty Engagement Index (CLEI) survey, 81,348 consumers, 16 to 65 years of age, from the nine US Census Regions, self-selected categories in which they are consumers and assessed brands for which they are customers. This was completed via an independently validated combination of psychological inquiry and higher order statistical analyses (with a test/re-test reliability of 0.93 and results generalizable at the 95% confidence level), which has been successfully used in B2B, B2C, and D2C categories in 35 countries. This year, Brand Keys examined 1,100 brands in 104 categories.

For more information about the 2025 CLEI survey results, Brand Loyalty icon award logos you can use in your marketing and advertising, or information about integrating predictive loyalty metrics into your marketing, branding, and advertising efforts, contact Leigh Benatar at leighb@brandkeys.com.

END

Contact: Visibility

Len Stein

lens@visibilitypr.com

914 527 3708

Agenda Item #6.2.



Annex B1 - Product environmental attributes Imaging equipment

The declaration may be published only when all rows and/or fields marked with * are filled-in (n.a. for not applicable). Additional information regarding each item may be found under P15.

Brand *	<i>Konica Minolta</i>	Logo  KONICA MINOLTA
Company name *	<i>Konica Minolta Inc.</i>	
Contact information * e-mail address		
Internet site *	http://www.konicaminolta.com/index.html	
Additional information		

The company declares (based on product specification or test results based obtained from sample testing), that the product conforms to the statements given in this declaration.	
Type of product *	<i>Multifunction Printer</i>
Commercial name *	<i>bizhub</i>
Model number *	<i>C551i</i>
Issue date *	<i>8 March 2024</i>
Intended market *	☐ Global ☐ Europe ☒ Asia, Pacific & Japan ☒ Americas ☐ Other
Additional information	<i>version 1.0</i>

This is an uncontrolled copy when in printed form. Please refer to the contact information for the latest version.

About Annex B1

Annex B1 reflects Product environmental attributes relevant for Imaging products. The following items from the ECMA-370 Main body are not shown in the template:
P9.1 PTEC, ETEC and display resolution
P12.1-P12.2 Ergonomic requirements.

Agenda Item #6.2.

5

Model number *	<i>bizhub C551i</i>	Logo	
Issue date *	<i>8 March 2024</i>		

Product environmental attributes - Legal requirements		Requirement met		
Item		Yes	No	n.a.
P1	Hazardous substances and preparations			
P1.1*	Products do comply with the current European RoHS Directive. (See legal reference and NOTE B1)	☒	☐	
P1.2*	Products do not contain Asbestos (see legal reference). Comment: Legal reference has no maximum concentration value.	☒	☐	
P1.3*	Products do not contain Ozone Depleting Substances: Chlorofluorocarbons (CFC), hydrobromofluorocarbons (HBFC), hydrochlorofluorocarbons (HCFC), Halons, carbontetrachloride, 1,1,1-trichloroethane, methyl bromide (see legal reference). Comment: Legal reference has no maximum concentration values.	☒	☐	
P1.4*	Products do not contain more than; 0,005% polychlorinated biphenyl (PCB), 0,005% polychlorinated terphenyl (PCT) in preparations (see legal reference).	☒	☐	
P1.5*	Products do not contain more than 0,1% short chain chloroparaffins (SCCP) with 10-13 carbon atoms in the chain containing at least 48% per mass of chlorine in the SCCP (see legal reference).	☒	☐	
P1.6*	Parts with direct and prolonged skin contact do not release nickel in concentrations above 0,5 µg/cm ² /week (see legal reference). Comment: Max limit in legal reference when tested according to EN1811:2011-5.	☒	☐	☐
P1.7*	REACH Article 33 information about substances in articles is available at (add URL or mail contact):	☐	☐	☒
P2	Batteries			
P2.1*	If the product contains a battery or an accumulator, the battery/accumulator is labeled with the disposal symbol. Information on proper disposal is provided in user manual. (See legal reference)	☐	☐	☐
P2.2*	Batteries or accumulators do not contain more than 0,0005% of mercury or 0,002% of cadmium. (See legal reference)	☒	☐	☐
P2.3*	Batteries and accumulators are readily removable. (See legal reference)	☐	☐	☐
P3	Conformity verification & Eco design (ErP)			
P3.1*	The product is CE-marked to show conformance with applicable legal requirements (see legal reference). The Declaration of Conformity can be requested at (add link or e-mail address):	☐	☐	☒
P3.2*	The product complies with the applicable Eco design Requirements for Energy-Related Products, (see legal reference). Required information is; ☐ given in item P15 or added to this document, ☐ available at (add URL):	☐	☐	☒
P4	Consumable materials			
P4.1*	If a photo conductor (drum, belt etc.) is used in the product, it does not contain cadmium at a level greater than 0,01% (see legal reference and NOTE B1).	☒	☐	☐
P4.2*	If ink/toner is used in the product, it does not contain cadmium at a level greater than 0,1% by weight (see legal reference)	☒	☐	☐
P4.3*	If the ink/toner formulation/preparation is classified as hazardous or contains a substance for which there are Community workplace exposure limits, the product/packaging is adequately labeled according to applicable regulations and a Safety Data Sheet (SDS) in accordance with these requirements is available (see legal reference).	☒	☐	☐
P5	Product packaging			
P5.1*	Packaging and packaging components do not contain more than 0,01% lead, mercury, cadmium and hexavalent chromium by weight of these together.	☒	☐	
P5.2*	The packaging materials are marked with abbreviations and numbers indicating the nature of the material(s) used (see legal reference).	☒	☐	☐
P5.3*	The product packaging material is free from ozone depleting substances as specified in the Montreal Protocol (see legal reference). Comment: Legal reference has no maximum concentration values.	☒	☐	☐
P6	Treatment information			
P6.1*	Information for recyclers/treatment facilities is available (see legal reference).	☐	☐	☐

NOTE B1 Restriction applies to the homogeneous material, unless other specified and expressed in weight %. Stating "Yes" means that the product is compliant with the mandatory requirements.

Agenda Item #6.2.

Model number *	<i>bizhub C551i</i>	Logo	
Issue date *	<i>8 March 2024</i>		

Product environmental attributes - Market requirements (See General Note GN below)			
- Environmental conscious design			Requirement met
Item	*=mandatory to fill in. Additional information regarding each item may be found under P14.	Yes	No n.a.
P7 Design			
Disassembly, recycling			
P7.1*	Parts that have to be treated separately are easily separable	☒	☐
P7.2*	Plastic materials in covers/housing have no surface coating.	☒	☐
P7.3*	Plastic parts > 100 g consist of one material or of easily separable materials.	☒	☐
P7.4*	Plastic parts > 25 g have material codes according to ISO 11469 referring ISO 1043-4.	☒	☐
P7.5	Plastic parts are free from metal inlays or have inlays that can be removed with commonly available tools.	☒	☐
P7.6*	Labels are easily separable. (This requirement does not apply to safety/regulatory labels).	☒	☐
Product lifetime			
P7.7*	Upgrading can be done e.g. with processor, memory, cards or drives	☒	☐
P7.8*	Upgrading can be done using commonly available tools	☒	☐
P7.9	Spare parts are available after end of production for: 7 years		☐
P7.10	Service is available after end of production for: 7 years		☐
Material and substance requirements			
P7.11*	Product cover/housing material type (e.g. plastics, metal, aluminum): Material type: ABS, PC+ABS Material type: PC, PC+PET Material type: PC+PETFR(40)		
P7.12	Insulation materials of external electrical cables are PVC free.	☐	☒
P7.13	Insulation materials of internal electrical cables are PVC free.	☐	☒
P7.14	External plastic casing/cover parts > 25 g contain no more than 0,1% weight (1000 ppm) bromine and 0,1% weight (1000 ppm) chlorine attributable to brominated flame retardants, chlorinated flame retardants, and polyvinyl chloride or 0,3% weight (3000 ppm) bromine and 0,3% weight (3000 ppm) chlorine in parts containing more than 25% post-consumer recycled content.	☒	☐
P7.15	Printed circuit boards, PCBs (without components) are low halogen: all ☐ PCBs > 25 g ☐ are low halogen as defined in IEC 61249-2-21. (See NOTE B2)	☐	☒
P7.16	Flame retarded plastic parts > 25 g in covers / housings are marked according ISO 1043-4: Marking: FR(40)	☒	☐
P7.17	Alt. 1: Chemical specifications of flame retardants in printed circuit boards > 25 g (without components): TBBPA (additive) ☐ , TBBPA (reactive) ☐ (See NOTE B3), Other; chemical name: , CAS #: Alt. 2: Chemical specifications of flame retardants in printed circuit boards (without components) > 25 g according ISO 1043-4: FR(17)	☐	☐
P7.18	Alt. 1: Flame retarded plastic parts > 25 g contain the following flame retardant substances/preparations in concentrations above 0,1%: 1. Chemical name: , CAS #: (See NOTE B4) 2. Chemical name: , CAS #: " 3. Chemical name: , CAS #: " Alt. 2: Chemical specifications of flame retardants in plastic parts > 25 g according ISO 1043-4: FR(17), FR(40)	☐	☐
P7.19	In plastic parts > 25 g, flame retardant substances/preparations above 0,1% are used which have been assigned the following Risk phrases; and Hazard statements: The source(s) for these classifications is/are found at (add URL(s)): , (See NOTE B5)	☐	☐

GENERAL NOTE Standard references should direct to the latest version of a standard. If an older version of a standard is used, section P15 shall be used for explanation.

NOTE B2 IEC 61249-2-21 defines maximum limits of 900 ppm for each of the substances chlorine and bromine and a maximum limit of 1500ppm of these substances combined. The standard does not address fluorine, iodine and astatine which are included in the group of halogens.

NOTE B3 and B4 A Guidance document on Chemical substances is available;
see <http://www.ecma-international.org/publications/standards/Ecma-370.htm>.

NOTE B5 If a certain substance has been assigned a certain risk phrases / hazard statement in the referenced source, this does not necessarily mean the substance has been tested for all of the hazards referred to by a certain customer.

Agenda Item #6.2.

Model number *	<i>bizhub C551i</i>	Logo
Issue date *	<i>8 March 2024</i>	

Product environmental attributes - Market requirements (continued)					Requirement met		
Item					Yes	No	n.a.
Material and substance requirements (continued)							
P7.20*	Postconsumer recycled plastic material content is used in the product (See NOTE B6):				☒	☐	☐
	If YES; at least one of the two alternatives below shall be answered;						
	a) Of total plastic parts' weight > 25 g, the postconsumer recycled plastic material content (calculated as a percentage of total plastic by weight) is TBD %.						
	or						
	b) The weight of recycled material is g.						
P7.21*	Biobased plastic material content is used in the product (See NOTE B7):				☒	☐	☐
	If YES; at least one of the two alternatives below shall be answered;						
	a) Of total plastic parts' weight > 25 g, the biobased plastic material content (calculated as a percentage of total plastic by weight) is TBD %.						
	or						
	b) The weight of the biobased plastic material is g.						
P7.22*	Light sources are free from mercury, i.e. less than 0,1 mg/lamp.				☒	☐	☐
	If mercury is used specify: Number of lamps: and maximum mercury content per lamp: mg						
P8 Batteries							
P8.1*	Battery chemical composition: Lithium Manganese dioxide						☐
P9 Energy consumption (See NOTE B8)							
P9.1	For the product the following power levels or energy consumptions are reported:						
Energy mode *	Power level at 100 V AC	Power level at 115 V AC	Power level at 230 V AC	Reference/Standard for modes and test method *	energy	☐	
Sleep mode for ENERGY STAR® Operational Mode (OM) products	W	W	W			☒	
Standby/off mode for ENERGY STAR Operational Mode (OM) products	W	W	W			☒	
TEC value for ENERGY STAR TEC products (TEC= Typical Energy Consumption)	0.74 kWh/week	0.75 kWh/week	0.74 kWh/week	Energy Star		☐	
Maximum	1500 W	1580 W	2000 W	RAL UZ-219		☐	
Active (Printing)	820 W	870 W	840 W	RAL UZ-219		☐	
Ready	84 W	85 W	83 W	RAL UZ-219		☐	
Low power	36.9 W	37.1 W	34.8 W	RAL UZ-219		☐	
Sleep	0.4 W	0.4 W	0.4 W	RAL UZ-219		☐	
Plug-in off	0.015 W	0.017 W	0.028 W	RAL UZ-219		☐	
External Power Supply Efficiency Level (International Efficiency Marking Protocol) * :						☒	
Print/Scan Speed * : 55 images per minute						☐	
Default time to enter energy save mode: minutes						☐	
P9.2*	Information about the energy save function is provided with the product.				☒	☐	☐

NOTE B6 Applies to a product containing plastic parts whose combined weight exceeds 100 g with the exception of printed circuit boards, cables, connectors and electronic components and bio-based plastic material.

NOTE B7 The following is to be excluded from the calculation of percentage: printed circuit boards, labels, cables, connectors and electronic components and postconsumer recycled plastic.

NOTE B8 A Guidance document on Energy efficiency is available;
see <http://www.ecma-international.org/publications/standards/Ecma-370.htm>.

Agenda Item #6.2.

Model number *	<i>bizhub C551i</i>	Logo	
Issue date *	<i>8 March 2024</i>		

Product environmental attributes - Market requirements (continued)				Requirement met		
Item				Yes	No	n.a.
P10	Emissions					
	Noise emission – Declared according to ISO 9296 (See NOTE B9)					
P10.1	Mode	Mode description	Statistical upper limit A-weighted sound power level, $L_{WA,C}$ (B)			
	Idle	* <i>Ready</i>	* <i>3.8</i>			☐
	Operation	* <i>Printing</i>	* <i>7/7</i>			☐
	Other mode					
	Measured according to: ☒ ISO 7779 ☐ ECMA-74 ☐ Other (only if not covered by ECMA-74)					
	Chemical emissions from printing products (See NOTE B10)					
P10.2*	Test performed according to ECMA-328 Determination of Chemical Emission Rates from Electronic Equipment (ISO/IEC 28360) ☐ , other specify: <i>RAL UZ-219</i>			☒	☐	☐
P10.3	Typical emission rate (operation phase) is (mg/h): Electrophotographic devices: Ozone <i>0.44(Colour)</i> Dust <i>0.70</i> Styrene <i>0.28</i> Benzene <i>0.001</i> TVOC <i>4.39</i> Ink devices: Dust Styrene Benzene TVOC					☐ ☒
	NOTE: compliance with maximum emission rates in eco labels to be declared in P14.					
P11	Consumable materials for printing products					
P11.1*	A Safety Data Sheet (SDS) is available for the ink/toner preparation, even if not legally required (see P4.3).			☒	☐	☐
P11.2*	Paper containing post-consumer recycled fibers can be used, provided that it meets the requirements of EN 12281.			☒	☐	☐
P11.3*	2-sided (duplex) printing/copying is an integrated product function.			☒	☐	☐
P11.4*	The product is delivered to end-user with default auto-duplex enabled.			☒	☐	☐
P13	Packaging and documentation					
P13.1*	Product packaging material type(s): <i>wood</i> weight (kg): <i>TBD</i> Product packaging material type(s): <i>paper</i> weight (kg): <i>TBD</i> Product packaging material type(s): <i>foamed PS</i> weight (kg): <i>TBD</i> Product packaging material type(s): weight (kg): Product packaging material type(s): weight (kg): Product packaging material type(s): weight (kg): Product packaging material type(s): weight (kg): Product packaging material type(s): weight (kg): Product packaging material type(s): weight (kg):					
P13.2*	Product plastic primary packaging is free from PVC.			☒	☐	☐
P13.3*	For product primary corrugated fiberboard packaging, specify the contained percentage of minimum post-consumer recovered fiber content: <i>70</i> %					☐
P13.4*	Specify media for user and product documentation (tick box): Electronic ☒ , Paper ☒ , Other ☐					☐
P13.5	(Please only complete this item if paper documentation used) User and product documentation on paper media is chlorine-free: If Yes, please specify: Totally chlorine-free Elemental chlorine-free Processed chlorine-free			☒	☐	☐ ☐ ☒ ☐
P14	Voluntary programs:					
P14.1	The product meets the requirements of the following voluntary program(s):					
	ENERGY STAR®	Criteria version: <i>3.0</i>	Date: <i>March 2024</i>	Product category: <i>MFDs</i>		
	Eco-label: <i>Blue Angel</i>	Criteria version: <i>RAL UZ-219</i>	Date: <i>March 2024</i>	Product category: <i>Multi Function Device</i>		
	Eco-label:	Criteria version:	Date:	Product category:		

NOTE B9 A Guidance document on Acoustic Noise is available;
see <http://www.ecma-international.org/publications/standards/Ecma-370.htm>.

NOTE B10 A Guidance document on Chemical Emissions is available;
see <http://www.ecma-international.org/publications/standards/Ecma-370.htm>.

Agenda Item #6.2.

Model number *	<i>bizhub C551i</i>	Logo	
Issue date *	<i>8 March 2024</i>		

Product environmental attributes - Market requirements (concluded)		Requirement met
P15	Additional information (See NOTE B11)	
	<i>Sound Pressure Level (LpAm) : Idle= 22.2 dB, Operation= 50.6/51 dB</i>	
<i>BTU (230v)</i>	<i>15 BTU/h The figure is based on the TEC value of 0.74 kWh/week (=24h x 7days)</i>	
<i>BTU (115v)</i>	<i>15.2 BTU/h The figure is based on the TEC value of 0.75 kWh/week (=24h x 7days)</i>	

Agenda Item #6.2.

Legal references Europe Annex B1

Reference	Declaration item
Directive 2011/65/EU (RoHS Directive) * * Specific exemptions apply for certain products and applications.	P1.1, P3.1, P4.1
Commission Regulation (EC) 1907/2006 (REACH Regulation), annex XVII	P1.2, P1.4, P1.6, P1.7, P4.2
Commission Regulation (EC) 1907/2006 (REACH Regulation), annex VII	P1.10
Commission Regulation (EC) 1907/2006 (REACH Regulation), Article 31, annex II)	P4.3
Commission Regulation (EC) No. 2037/2000, 2038/2000, 2039/2000, (Marketing and use of Ozone layer depleting substances)	P1.3, P5.3
Norwegian regulation relating to restrictions on the use of certain dangerous chemicals 20.12.2002	P1.5
Directive 2006/66/EC (Battery and accumulators Directive), as amended.* * These provisions shall not apply where, for safety, performance, medical or data integrity reasons, continuity of power supply is necessary and requires a permanent connection between the appliance and the battery or accumulator.	P2.1, P2.2, P2.3, P8.1
Directive 2014/35/EU (Low Voltage Directive)	P3.1
Directive 2014/30/EU (EMC Directive)	P3.1
Directive 2014/53/EU (RE Directive)	P3.1
Commission Regulation (EC) No 1275/2008 implementing Directive 2005/32/EC of the European Parliament and of the Council with regard to ecodesign requirements for standby and off mode electric power consumption of electrical and electronic household and office equipment (Standby Regulation)	P3.1, P3.2, P9.1
Commission Regulation (EC) 801/2013 amending Regulation (EC) No 1275/2008 with regard to ecodesign requirements for standby, off mode electric power consumption of electrical and electronic household and office equipment, and amending Regulation (EC) No 642/2009 with regard to ecodesign requirements for televisions	
Commission Regulation (EC) No 278/2009 of 6 April 2009 implementing Directive 2005/32/EC of the European Parliament and of the Council with regard to ecodesign requirements for no-load condition electric power demand and average active efficiency of external power supplies	P3.1, P3.2, P9.1
Commission Regulation (EC) 1272/2008 (CLP Regulation)	P4.3, P7.19
Directive 2004/12/EC (Packaging Directive)	P5.1
Decision 97/129/EC (Secondary packaging legislation)	P5.2

Agenda Item #6.2.

Directive 2012/19/EU (WEEE directive) Implementing Regulation (EU) 2019/290 establishing the format for registration and reporting of producers of electrical and electronic equipment to the register. Commission Implementing Regulation 2017/699 establishing a common methodology for the calculation of the weight of electrical and electronic equipment (EEE) placed on the national market in each Member State and a common methodology for the calculation of the quantity of waste electrical and electronic equipment (WEEE) generated by weight in each Member State.	P6.1
---	------

Agenda Item #6.2.



Annex B1 - Product environmental attributes Imaging equipment

The declaration may be published only when all rows and/or fields marked with * are filled-in (n.a. for not applicable). Additional information regarding each item may be found under P15.

Brand *	Konica Minolta	Logo  KONICA MINOLTA
Company name *	Konica Minolta Inc.	
Contact information * e-mail address		
Internet site *	http://www.konicaminolta.com/index.html	
Additional information		

The company declares (based on product specification or test results based obtained from sample testing), that the product conforms to the statements given in this declaration.	
Type of product *	<i>Multifunction Printer</i>
Commercial name *	<i>bizhub</i>
Model number *	<i>551i</i>
Issue date *	<i>8 March 2024</i>
Intended market *	☐ Global ☐ Europe ☒ Asia, Pacific & Japan ☒ Americas ☐ Other
Additional information	<i>version 1.0</i>

This is an uncontrolled copy when in printed form. Please refer to the contact information for the latest version.

About Annex B1

Annex B1 reflects Product environmental attributes relevant for Imaging products. The following items from the ECMA-370 Main body are not shown in the template:
P9.1 PTEC, ETEC and display resolution
P12.1-P12.2 Ergonomic requirements.

Agenda Item #6.2.

5

Model number *	<i>bizhub 551i</i>	Logo	
Issue date *	<i>8 March 2024</i>		

Product environmental attributes - Legal requirements		Requirement met		
Item		Yes	No	n.a.
P1	Hazardous substances and preparations			
P1.1*	Products do comply with the current European RoHS Directive. (See legal reference and NOTE B1)	☒	☐	
P1.2*	Products do not contain Asbestos (see legal reference). Comment: Legal reference has no maximum concentration value.	☒	☐	
P1.3*	Products do not contain Ozone Depleting Substances: Chlorofluorocarbons (CFC), hydrobromofluorocarbons (HBFC), hydrochlorofluorocarbons (HCFC), Halons, carbontetrachloride, 1,1,1-trichloroethane, methyl bromide (see legal reference). Comment: Legal reference has no maximum concentration values.	☒	☐	
P1.4*	Products do not contain more than; 0,005% polychlorinated biphenyl (PCB), 0,005% polychlorinated terphenyl (PCT) in preparations (see legal reference).	☒	☐	
P1.5*	Products do not contain more than 0,1% short chain chloroparaffins (SCCP) with 10-13 carbon atoms in the chain containing at least 48% per mass of chlorine in the SCCP (see legal reference).	☒	☐	
P1.6*	Parts with direct and prolonged skin contact do not release nickel in concentrations above 0,5 µg/cm ² /week (see legal reference). Comment: Max limit in legal reference when tested according to EN1811:2011-5.	☒	☐	☐
P1.7*	REACH Article 33 information about substances in articles is available at (add URL or mail contact):	☐	☐	☒
P2	Batteries			
P2.1*	If the product contains a battery or an accumulator, the battery/accumulator is labeled with the disposal symbol. Information on proper disposal is provided in user manual. (See legal reference)	☐	☐	☐
P2.2*	Batteries or accumulators do not contain more than 0,0005% of mercury or 0,002% of cadmium. (See legal reference)	☒	☐	☐
P2.3*	Batteries and accumulators are readily removable. (See legal reference)	☐	☐	☐
P3	Conformity verification & Eco design (ErP)			
P3.1*	The product is CE-marked to show conformance with applicable legal requirements (see legal reference). The Declaration of Conformity can be requested at (add link or e-mail address):	☐	☐	☒
P3.2*	The product complies with the applicable Eco design Requirements for Energy-Related Products, (see legal reference). Required information is; ☐ given in item P15 or added to this document, ☐ available at (add URL):	☐	☐	☒
P4	Consumable materials			
P4.1*	If a photo conductor (drum, belt etc.) is used in the product, it does not contain cadmium at a level greater than 0,01% (see legal reference and NOTE B1).	☒	☐	☐
P4.2*	If ink/toner is used in the product, it does not contain cadmium at a level greater than 0,1% by weight (see legal reference)	☒	☐	☐
P4.3*	If the ink/toner formulation/preparation is classified as hazardous or contains a substance for which there are Community workplace exposure limits, the product/packaging is adequately labeled according to applicable regulations and a Safety Data Sheet (SDS) in accordance with these requirements is available (see legal reference).	☒	☐	☐
P5	Product packaging			
P5.1*	Packaging and packaging components do not contain more than 0,01% lead, mercury, cadmium and hexavalent chromium by weight of these together.	☒	☐	
P5.2*	The packaging materials are marked with abbreviations and numbers indicating the nature of the material(s) used (see legal reference).	☒	☐	☐
P5.3*	The product packaging material is free from ozone depleting substances as specified in the Montreal Protocol (see legal reference). Comment: Legal reference has no maximum concentration values.	☒	☐	☐
P6	Treatment information			
P6.1*	Information for recyclers/treatment facilities is available (see legal reference).	☐	☐	☐

NOTE B1 Restriction applies to the homogeneous material, unless other specified and expressed in weight %. Stating "Yes" means that the product is compliant with the mandatory requirements.

Agenda Item #6.2.

Model number *	<i>bizhub 551i</i>	Logo	
Issue date *	<i>8 March 2024</i>		

Product environmental attributes - Market requirements (See General Note GN below)			
- Environmental conscious design			Requirement met
Item	*=mandatory to fill in. Additional information regarding each item may be found under P14.	Yes	No n.a.
P7 Design			
Disassembly, recycling			
P7.1*	Parts that have to be treated separately are easily separable	☒	☐
P7.2*	Plastic materials in covers/housing have no surface coating.	☒	☐
P7.3*	Plastic parts > 100 g consist of one material or of easily separable materials.	☒	☐
P7.4*	Plastic parts > 25 g have material codes according to ISO 11469 referring ISO 1043-4.	☒	☐
P7.5	Plastic parts are free from metal inlays or have inlays that can be removed with commonly available tools.	☒	☐
P7.6*	Labels are easily separable. (This requirement does not apply to safety/regulatory labels).	☒	☐
Product lifetime			
P7.7*	Upgrading can be done e.g. with processor, memory, cards or drives	☒	☐
P7.8*	Upgrading can be done using commonly available tools	☒	☐
P7.9	Spare parts are available after end of production for: 7 years		☐
P7.10	Service is available after end of production for: 7 years		☐
Material and substance requirements			
P7.11*	Product cover/housing material type (e.g. plastics, metal, aluminum): Material type: ABS, PC+ABS Material type: PC, PC+PET Material type: PC+PET FR(40)		
P7.12	Insulation materials of external electrical cables are PVC free.	☐	☒
P7.13	Insulation materials of internal electrical cables are PVC free.	☐	☒
P7.14	External plastic casing/cover parts > 25 g contain no more than 0,1% weight (1000 ppm) bromine and 0,1% weight (1000 ppm) chlorine attributable to brominated flame retardants, chlorinated flame retardants, and polyvinyl chloride or 0,3% weight (3000 ppm) bromine and 0,3% weight (3000 ppm) chlorine in parts containing more than 25% post-consumer recycled content.	☒	☐
P7.15	Printed circuit boards, PCBs (without components) are low halogen: all ☐ PCBs > 25 g ☐ are low halogen as defined in IEC 61249-2-21. (See NOTE B2)	☐	☒
P7.16	Flame retarded plastic parts > 25 g in covers / housings are marked according ISO 1043-4: Marking: FR(40)	☒	☐
P7.17	Alt. 1: Chemical specifications of flame retardants in printed circuit boards > 25 g (without components): TBBPA (additive) ☐ , TBBPA (reactive) ☐ (See NOTE B3), Other; chemical name: , CAS #: Alt. 2: Chemical specifications of flame retardants in printed circuit boards (without components) > 25 g according ISO 1043-4: FR(17)	☐	☐
P7.18	Alt. 1: Flame retarded plastic parts > 25 g contain the following flame retardant substances/preparations in concentrations above 0,1%: 1. Chemical name: , CAS #: (See NOTE B4) 2. Chemical name: , CAS #: " 3. Chemical name: , CAS #: " Alt. 2: Chemical specifications of flame retardants in plastic parts > 25 g according ISO 1043-4: FR(17), FR(40)	☐	☐
P7.19	In plastic parts > 25 g, flame retardant substances/preparations above 0,1% are used which have been assigned the following Risk phrases; and Hazard statements: The source(s) for these classifications is/are found at (add URL(s)): , (See NOTE B5)	☐	☐

GENERAL NOTE Standard references should direct to the latest version of a standard. If an older version of a standard is used, section P15 shall be used for explanation.

NOTE B2 IEC 61249-2-21 defines maximum limits of 900 ppm for each of the substances chlorine and bromine and a maximum limit of 1500ppm of these substances combined. The standard does not address fluorine, iodine and astatine which are included in the group of halogens.

NOTE B3 and B4 A Guidance document on Chemical substances is available;
see <http://www.ecma-international.org/publications/standards/Ecma-370.htm>.

NOTE B5 If a certain substance has been assigned a certain risk phrases / hazard statement in the referenced source, this does not necessarily mean the substance has been tested for all of the hazards referred to by a certain customer.

Agenda Item #6.2.

Model number *	<i>bizhub 551i</i>	Logo
Issue date *	<i>8 March 2024</i>	

Product environmental attributes - Market requirements (continued)				Requirement met		
Item				Yes	No	n.a.
Material and substance requirements (continued)						
P7.20*	Postconsumer recycled plastic material content is used in the product (See NOTE B6):			☒	☐	☐
	If YES; at least one of the two alternatives below shall be answered;					
	a) Of total plastic parts' weight > 25 g, the postconsumer recycled plastic material content (calculated as a percentage of total plastic by weight) is TBD %.					
	or					
	b) The weight of recycled material is g.					
P7.21*	Biobased plastic material content is used in the product (See NOTE B7):			☒	☐	☐
	If YES; at least one of the two alternatives below shall be answered;					
	a) Of total plastic parts' weight > 25 g, the biobased plastic material content (calculated as a percentage of total plastic by weight) is TBD %.					
	or					
	b) The weight of the biobased plastic material is g.					
P7.22*	Light sources are free from mercury, i.e. less than 0,1 mg/lamp.			☒	☐	☐
	If mercury is used specify: Number of lamps: and maximum mercury content per lamp: mg					
P8 Batteries						
P8.1*	Battery chemical composition: Lithium Manganese dioxide					☐
P9 Energy consumption (See NOTE B8)						
P9.1	For the product the following power levels or energy consumptions are reported:					
Energy mode *	Power level at 100 V AC	Power level at 115 V AC	Power level at 230 V AC	Reference/Standard for modes and test method *	energy	☐
Sleep mode for ENERGY STAR® Operational Mode (OM) products	W	W	W			☒
Standby/off mode for ENERGY STAR Operational Mode (OM) products	W	W	W			☒
TEC value for ENERGY STAR TEC products (TEC= Typical Energy Consumption)	0.72 kWh/week	0.75 kWh/week	0.74 kWh/week	Energy Star		☐
Maximum	1500 W	1580 W	2000 W	RAL UZ-219		☐
Active (Printing)	810 W	860 W	780 W	RAL UZ-219		☐
Ready	82 W	83 W	76 W	RAL UZ-219		☐
Low power	35.1 W	34.9 W	32.8 W	RAL UZ-219		☐
Sleep	0.4 W	0.4 W	0.4 W	RAL UZ-219		☐
Plug-in off	0.010 W	0.016 W	0.028 W	RAL UZ-219		☐
External Power Supply Efficiency Level (International Efficiency Marking Protocol) * :						☒
Print/Scan Speed * : 55 images per minute						☐
Default time to enter energy save mode: minutes						☐
P9.2*	Information about the energy save function is provided with the product.			☒	☐	☐

NOTE B6 Applies to a product containing plastic parts whose combined weight exceeds 100 g with the exception of printed circuit boards, cables, connectors and electronic components and bio-based plastic material.

NOTE B7 The following is to be excluded from the calculation of percentage: printed circuit boards, labels, cables, connectors and electronic components and postconsumer recycled plastic.

NOTE B8 A Guidance document on Energy efficiency is available;
see <http://www.ecma-international.org/publications/standards/Ecma-370.htm>.

Agenda Item #6.2.

Model number *	<i>bizhub 551i</i>	Logo	
Issue date *	<i>8 March 2024</i>		

Product environmental attributes - Market requirements (continued)				Requirement met		
Item				Yes	No	n.a.
P10	Emissions					
	Noise emission – Declared according to ISO 9296 (See NOTE B9)					
P10.1	Mode	Mode description	Statistical upper limit A-weighted sound power level, $L_{WA,C}$ (B)			
	Idle	* <i>Ready</i>	* <i>2.4</i>		☐	
	Operation	* <i>Printing</i>	* <i>7</i>		☐	
	Other mode					
	Measured according to: ☒ ISO 7779 ☐ ECMA-74 ☐ Other (only if not covered by ECMA-74)					
	Chemical emissions from printing products (See NOTE B10)					
P10.2*	Test performed according to ECMA-328 Determination of Chemical Emission Rates from Electronic Equipment (ISO/IEC 28360) ☐ , other specify: <i>RAL UZ-219</i>			☒	☐	☐
P10.3	Typical emission rate (operation phase) is (mg/h):					☐
	Electrophotographic devices: Ozone <i>0.18</i> Dust <i>0.66</i> Styrene <i>0.11</i> Benzene <i>0.001</i> TVOC <i>2.06</i>					☐
	Ink devices: Dust Styrene Benzene TVOC					☒
	NOTE: compliance with maximum emission rates in eco labels to be declared in P14.					
P11	Consumable materials for printing products					
P11.1*	A Safety Data Sheet (SDS) is available for the ink/toner preparation, even if not legally required (see P4.3).			☒	☐	☐
P11.2*	Paper containing post-consumer recycled fibers can be used, provided that it meets the requirements of EN 12281.			☒	☐	☐
P11.3*	2-sided (duplex) printing/copying is an integrated product function.			☒	☐	☐
P11.4*	The product is delivered to end-user with default auto-duplex enabled.			☒	☐	☐
P13	Packaging and documentation					
P13.1*	Product packaging material type(s): <i>wood</i> weight (kg): <i>TBD</i> Product packaging material type(s): <i>paper</i> weight (kg): <i>TBD</i> Product packaging material type(s): <i>foamed PS</i> weight (kg): <i>TBD</i> Product packaging material type(s): weight (kg): Product packaging material type(s): weight (kg): Product packaging material type(s): weight (kg): Product packaging material type(s): weight (kg): Product packaging material type(s): weight (kg): Product packaging material type(s): weight (kg):					
P13.2*	Product plastic primary packaging is free from PVC.			☒	☐	☐
P13.3*	For product primary corrugated fiberboard packaging, specify the contained percentage of minimum post-consumer recovered fiber content: <i>70</i> %					☐
P13.4*	Specify media for user and product documentation (tick box): Electronic ☒ , Paper ☒ , Other ☐					☐
P13.5	(Please only complete this item if paper documentation used) User and product documentation on paper media is chlorine-free: If Yes, please specify: Totally chlorine-free Elemental chlorine-free Processed chlorine-free			☒	☐	
				☐		
				☒		
				☐		
P14	Voluntary programs:					
P14.1	The product meets the requirements of the following voluntary program(s):					
	ENERGY STAR®	Criteria version: <i>3.0</i>	Date: <i>March 2024</i>	Product category: <i>MFDs</i>		
	Eco-label: <i>Blue Angel</i>	Criteria version: <i>RAL UZ-219</i>	Date: <i>March 2024</i>	Product category: <i>Multi Function Device</i>		
	Eco-label:	Criteria version:	Date:	Product category:		

NOTE B9 A Guidance document on Acoustic Noise is available;
see <http://www.ecma-international.org/publications/standards/Ecma-370.htm>.

NOTE B10 A Guidance document on Chemical Emissions is available;
see <http://www.ecma-international.org/publications/standards/Ecma-370.htm>.

Agenda Item #6.2.

Model number *	<i>bizhub 551i</i>	Logo	
Issue date *	<i>8 March 2024</i>		

Product environmental attributes - Market requirements (concluded)		Requirement met
P15	Additional information (See NOTE B11)	
	<i>Sound Pressure Level (LpAm) : Idle= 5.5 dB, Operation= 51.3 dB</i>	
<i>BTU (230v)</i>	<i>15 BTU/h The figure is based on the TEC value of 0.74 kWh/week (=24h x 7days)</i>	
<i>BTU (115v)</i>	<i>15.2 BTU/h The figure is based on the TEC value of 0.75 kWh/week (=24h x 7days)</i>	

Agenda Item #6.2.

Legal references Europe Annex B1

Reference	Declaration item
Directive 2011/65/EU (RoHS Directive) * * Specific exemptions apply for certain products and applications.	P1.1, P3.1, P4.1
Commission Regulation (EC) 1907/2006 (REACH Regulation), annex XVII	P1.2, P1.4, P1.6, P1.7, P4.2
Commission Regulation (EC) 1907/2006 (REACH Regulation), annex VII	P1.10
Commission Regulation (EC) 1907/2006 (REACH Regulation), Article 31, annex II)	P4.3
Commission Regulation (EC) No. 2037/2000, 2038/2000, 2039/2000, (Marketing and use of Ozone layer depleting substances)	P1.3, P5.3
Norwegian regulation relating to restrictions on the use of certain dangerous chemicals 20.12.2002	P1.5
Directive 2006/66/EC (Battery and accumulators Directive), as amended.* * These provisions shall not apply where, for safety, performance, medical or data integrity reasons, continuity of power supply is necessary and requires a permanent connection between the appliance and the battery or accumulator.	P2.1, P2.2, P2.3, P8.1
Directive 2014/35/EU (Low Voltage Directive)	P3.1
Directive 2014/30/EU (EMC Directive)	P3.1
Directive 2014/53/EU (RE Directive)	P3.1
Commission Regulation (EC) No 1275/2008 implementing Directive 2005/32/EC of the European Parliament and of the Council with regard to ecodesign requirements for standby and off mode electric power consumption of electrical and electronic household and office equipment (Standby Regulation)	P3.1, P3.2, P9.1
Commission Regulation (EC) 801/2013 amending Regulation (EC) No 1275/2008 with regard to ecodesign requirements for standby, off mode electric power consumption of electrical and electronic household and office equipment, and amending Regulation (EC) No 642/2009 with regard to ecodesign requirements for televisions	
Commission Regulation (EC) No 278/2009 of 6 April 2009 implementing Directive 2005/32/EC of the European Parliament and of the Council with regard to ecodesign requirements for no-load condition electric power demand and average active efficiency of external power supplies	P3.1, P3.2, P9.1
Commission Regulation (EC) 1272/2008 (CLP Regulation)	P4.3, P7.19
Directive 2004/12/EC (Packaging Directive)	P5.1
Decision 97/129/EC (Secondary packaging legislation)	P5.2

Agenda Item #6.2.

Directive 2012/19/EU (WEEE directive) Implementing Regulation (EU) 2019/290 establishing the format for registration and reporting of producers of electrical and electronic equipment to the register. Commission Implementing Regulation 2017/699 establishing a common methodology for the calculation of the weight of electrical and electronic equipment (EEE) placed on the national market in each Member State and a common methodology for the calculation of the quantity of waste electrical and electronic equipment (WEEE) generated by weight in each Member State.	P6.1
---	------



Certificate

is awarded to

KONICA MINOLTA, INC.



Certification Identification: **JISEC-C0830**

Product Name: **KONICA MINOLTA bizhub 651i/bizhub 551i/bizhub 451i/bizhub 361i/**

bizhub 301i with FK-514,

DEVELOP ineo 651i/ineo 551i/ineo 451i/ineo 361i/ineo 301i with FK-514

Version and Release Numbers: **G00-R6**

Type of Product: **Multi-Function Printer**

Protection Profile Conformance:

**Protection Profile for Hardcopy Devices 1.0 dated September 10, 2015
(Certification Identification: JISEC-C0553)**

Conformance of Functionality:

Protection Profile Conformance, CC Part 2 extended

Certification Report Identifier: **JISEC-CC-CRP-C0830-01-2024**

IT Security Evaluation Facility:

ECSEC Laboratory Inc. Evaluation Center

Date of Certification: **24 October 2024**

Date of Certificate Expiry: **24 October 2029**

Address of Product Manufacturer:

3-22-1 Honohara, Toyokawa, Aichi, Japan

Original Signed

SAITO Yutaka / Commissioner



Information-technology Promotion Agency, Japan

2-28-8 Honkomagome, Bunkyo-ku, Tokyo

Items to note with regard to this certificate are shown on the reverse.

The IT Product identified in this certificate has been evaluated at an accredited and approved Evaluation Facility using the Common Methodology for IT Security Evaluation, Version 3.1 Release 5, for conformance to the Common Criteria for IT Security Evaluation, Version 3.1 Release 5. The definition of Certificate Expiry in this certificate is in accordance with the Common Criteria Recognition Arrangement (CCRA) document of the Certificate Validity (CCDB-012-v1.0-2021-Sep-30). This certificate applies only to the specific version and release of the product in its evaluated configuration and in conjunction with the complete Certification Report. The Evaluation has been conducted in accordance with the provisions of the Japan IT Security Evaluation and Certification Scheme and the conclusions of the Evaluation Facility in the Evaluation Technical Report are consistent with the evidence adduced. This certificate is not an endorsement of the IT Product by the Information-technology Promotion Agency or by any other organisation that recognises or gives effect to this certificate, and no warranty of the IT Product by the Information-technology Promotion Agency or by any other organisation that recognises or gives effect to this certificate, is either expressed or implied.

[Items to note]

Maintenance records with regard to this certificate
(none/maintenance records)



Certificate

is awarded to

KONICA MINOLTA, INC.



Certification Identification: **JISEC-C0831**

Product Name: **KONICAMINOLTA bizhub C551i/bizhub C451i/bizhub C361i/ bizhub C301i/
bizhub C251i/bizhub C336Dni/bizhub C330Dni/ bizhub C325Dni with FK-514,
DEVELOP ineo+ 551i/ineo+ 451i/ineo+ 361i/ineo+ 301i/ineo+ 251i with FK-514**

Version and Release Numbers: **G00-R6**

Type of Product: **Multi-Function Printer**

Protection Profile Conformance:

**Protection Profile for Hardcopy Devices 1.0 dated September 10, 2015
(Certification Identification: JISEC-C0553)**

Conformance of Functionality:

Protection Profile Conformance, CC Part 2 extended

Certification Report Identifier: **JISEC-CC-CRP-C0831-01-2024**

IT Security Evaluation Facility:

ECSEC Laboratory Inc. Evaluation Center

Date of Certification: **24 October 2024**

Date of Certificate Expiry: **24 October 2029**

Address of Product Manufacturer:

3-22-1 Honohara, Toyokawa, Aichi, Japan

Original Signed

SAITO Yutaka / Commissioner



Information-technology Promotion Agency, Japan
2-28-8 Honkomagome, Bunkyo-ku, Tokyo

Items to note with regard to this certificate are shown on the reverse.

The IT Product identified in this certificate has been evaluated at an accredited and approved Evaluation Facility using the Common Methodology for IT Security Evaluation, Version 3.1 Release 5, for conformance to the Common Criteria for IT Security Evaluation, Version 3.1 Release 5. The definition of Certificate Expiry in this certificate is in accordance with the Common Criteria Recognition Arrangement (CCRA) document of the Certificate Validity (CCDB-012-v1.0-2021-Sep-30). This certificate applies only to the specific version and release of the product in its evaluated configuration and in conjunction with the complete Certification Report. The Evaluation has been conducted in accordance with the provisions of the Japan IT Security Evaluation and Certification Scheme and the conclusions of the Evaluation Facility in the Evaluation Technical Report are consistent with the evidence adduced. This certificate is not an endorsement of the IT Product by the Information-technology Promotion Agency or by any other organisation that recognises or gives effect to this certificate, and no warranty of the IT Product by the Information-technology Promotion Agency or by any other organisation that recognises or gives effect to this certificate, is either expressed or implied.

[Items to note]

Maintenance records with regard to this certificate
(none/maintenance records)



ADVANCED SERIES MONOCHROME DOCUMENT SYSTEMS

Smart · Secure · Sustainable



BP-71M55
BP-71M65



Agenda Item #6.2.

The Monochrome Advanced Series from Sharp.

Intelligent devices to help businesses work simply smarter.

Built for today's dynamic workstyles, these monochrome document systems feature an intelligent design that offers seamless, **secure collaboration while supporting sustainability** in modern office environments. Integrated access to popular cloud services, as well as enhanced cloud-based device management make it easy to streamline communication while ensuring maximum up-time.



A Smart MFP That Drives Efficiency

These MFPs leverage the latest technology to help users manage their workflow and get their work done with ease and efficiency. Innovative features like **AI assisted scanning** with auto skew correction and image format detection ensure scanned documents are processed correctly.

Easy to Operate

An **intuitive touchscreen display** that is built on an award-winning user interface is easy to navigate, enabling users to execute their jobs quickly and efficiently.

Modern Appearance

Elegant exterior design offers a contemporary color scheme, soft-close paper drawers, and easy-roll casters to make this series a **perfect fit for any office environment**.

Comprehensive Data Security

The Advanced Series utilizes leading, **multi-layered security features** to help ensure your document data and personal information remains safe. These models have been security validated by Keypoint Intelligence and Agile Cybersecurity Systems.

A Responsible Approach to Design

Sharp continues its **commitment to sustainability** by designing document systems that are compliant with RoHS, Blue Angel and other environmental initiatives. These models utilize approximately 50% recycled plastic and offer among the lowest TEC values in their category.



BP-71M65 shown with Job Separator.

Agenda Item #6.2.

Smart features that optimize productivity.

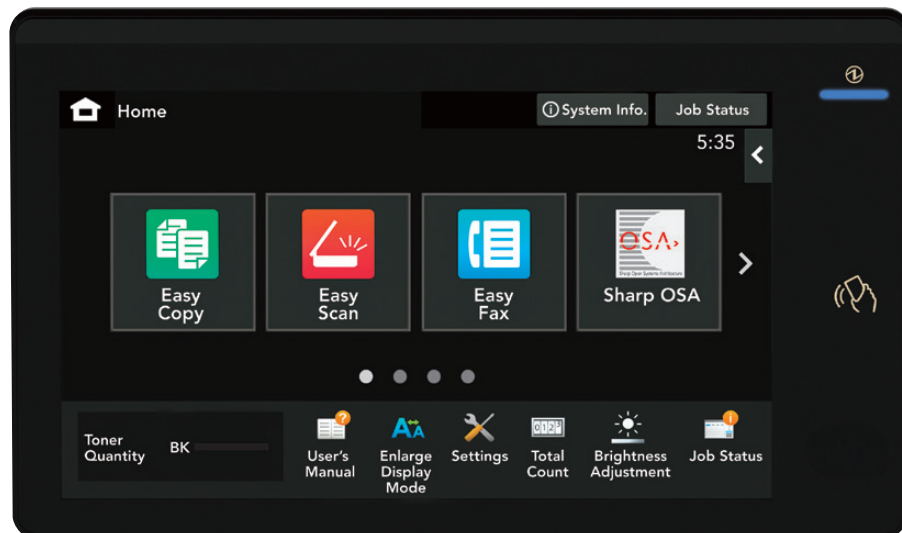
Streamlined workflows that are smart, secure and fit today's diverse work styles.

AI assisted
scanning



Integrated access
to cloud services

Strong multi-layer
security



10.1" (diagonally measured) customizable touchscreen display.



BP-71M65 shown with Inner Folding Unit, Right Side Exit Tray and Split Tandem Paper Drawers.



Built-in retractable keyboard for convenient data entry.

- **300-sheet duplexing** single-pass feeder offers double feed detection and scans up to 300 images per minute.
- Flexible paper handling supports **media up to 300 gsm** and **COM-10 envelopes** from the standard paper drawer.
- Inner Folding Unit option offers a **variety of fold patterns**, including c-fold, z-fold and others.
- **Smart controller design** ensures maximum device uptime with self-healing features that remediate CPU errors and automatic firmware updates that keep the device current.
- Provides seamless access to Microsoft services with **Microsoft Entra ID** in Azure native environments.
- Supports **Synappx Manage**, a cloud-based device management solution that enables collaborative visibility with your service providers—helping to reduce response time and business disruption.
- **Intuitive touchscreen** display is easy to navigate, enabling user to execute their jobs quickly and efficiently.
- Collaborate with remote workers using **popular cloud services**, such as Microsoft Teams, Google Drive™, Dropbox and others.
- **Leading security features** such as BIOS Integrity Check with self-recovery, Firmware Attack Prevention and Intrusion Detection help safeguard against potential threats.
- Supports **Microsoft Modern Print Platform** including Universal Print and driverless printing with the Sharp Print Support Application (PSA).
- Designed with approximately **50% recycled** plastic and offers among **the lowest TEC value** and stand-by power consumption in its class.

Agenda Item #6.2.

A smart design that helps drive efficiency.

From media handling to workflow and collaboration, the Advanced Series delivers the features businesses need to get the job done.

Sharp document systems can streamline your workflow, so you can focus on what matters most—your business. With **fast scanning** speeds of up to 300 images per minute and a high-capacity **300-sheet duplexing single-pass feeder**, these models can handle large jobs with ease. Image processing with **AI technology** helps optimize resolution, compression, and document alignment, correcting skewed pages and detecting original sizes on the fly. In addition, **Easy Modes streamline everyday tasks**—making scanning workflows more efficient for every user.



Print, Scan and Share Documents Easily

Collaborate effortlessly—whether in the office or working remotely. With Cloud Connect, your team can easily access popular cloud services like Microsoft Teams, Google Drive, and more, directly from the MFP. The Sharp Application Portal simplifies management, enabling quick installation and updates right from the device's touchscreen.



Integrate with Email Applications

In addition to native capability, the **Email Connect** feature enables seamless scan-to-email integration with Microsoft Exchange/365 and Gmail™ user accounts, making it easy to identify the sender of scanned files.

Intelligent Image Processing¹

Scan documents to popular file formats including Microsoft Word, PowerPoint and Excel, as well as Searchable PDF, Encrypted PDF and others. Direct Print the same file types from thumb drives, cloud applications and mobile devices.²

Adobe Embedded Print Engine direct prints PDF files with greater speed and rendering accuracy.

Flexible Printing Solutions

Standard PCL 6 and Adobe PostScript 3 printing are offered. **Serverless Print Release** enables users to print a job and release it from up to eight supported models. The Advanced Series also supports the **Modern Print Platform from Microsoft**, which includes Universal Print and Windows Protected Print mode. A Sharp Print Support Application (PSA) is also available, which provides a customized printing experience.



¹ Some features require optional equipment and/or software.

² This function is enabled via Qualcomm Snapdragon Mobile Connectivity.

Smart · Secure · Sustainable

Intelligent features with strong security.

The Monochrome Advanced Series document systems offer modern workflow features designed for today's dynamic office environments.

Duplexing Single Pass Feeder (DSPF)

300-sheet document feeder scans both sides of a document in a single pass at up to 300 images per minute.

Smart Scan

AI assisted scanning technology can automatically adjust resolution, compression, as well as detect original size and adjust for skew.

Easy to Operate

Intuitive touchscreen is easy to navigate and delivers the responsiveness and accuracy users expect.

Walk-up Motion Sensor

Detects walk-up users and wakes the machine from sleep mode, making it ready for use within seconds.

Built-in Retractable Keyboard

Full-size QWERTY keyboard enables easy data entry.

Exceptional Image Quality

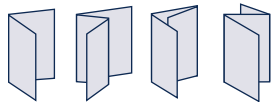
1,200 x 1,200 dpi resolution delivers razor-sharp text and graphics.

Antivirus Protection

Optional Bitdefender antivirus utilizes AI and other advanced technologies to block malware threats and network intrusions.

Advanced Finishing

Sharp gives you a variety of high-performance finishers to choose from to help complete the job on time. Inner folding unit option offers four popular folding patterns.



Half-fold Z-fold C-fold Accordion-fold

Flexible Paper Handling

Feed up to 300 gsm media through the paper drawers and supports up to 12" x 18" output size.

Large Capacity Cassette

Available large capacity cassette offers an additional 3,000-sheet capacity for a maximum on-line paper capacity of 6,300 sheets.

Microsoft Friendly

Seamlessly combines advanced security and printing with Universal Print, the Sharp PSA and Entra ID within Microsoft modern print environment.

Comprehensive Multi-layer Security

Leading features such as BIOS integrity check, Firmware Attack Prevention and Intrusion Detection help safeguard against potential threats.

Easy Access to Cloud Services

Integrates with popular cloud services for a streamlined user experience.

Environmental Commitment

Among the lowest TEC value and standby power consumption. Designed using 50% recycled plastic.



Agenda Item #6.2.

Centralized device management helps ensure optimal uptime.

Seamlessly connect technology and drive service efficiency.

Synappx Manage cloud service enables IT administrators and service providers to remotely manage Sharp MFPs from a single portal. Proactive monitoring and remediation helps minimize administrator burden, as well as provide insight for optimized investments.

Manage Devices From Anywhere

Device configuration, status, and security are managed remotely via a cloud-based solution—perfectly suited for today's distributed and flexible work environments.

Do More with Less

Automate tasks like power management to minimize time on devices and increase device-readiness through central control.



Keep Your Printers Secure

Deploy consistent security policies for MFPs and printers, monitor device security and firmware status, and auto remediate issues in real time.

Enhance Employee Experience

Maximize device uptime to help ensure uninterrupted employee productivity and allow focus on critical tasks.

With **Synappx Manage**, service providers can resolve issues and reduce downtime with remote monitoring and remediation.



Server-based **Sharp Remote Device Manager (SRDM)** is also offered for customers who prefer to keep the solution on-site, offering similar capabilities such as remote device and security management.

Collaborate on-the-go with quick access to mobile devices.

The Advanced Series makes it easy to share data with tablets and smartphones even in busy office environments.



Print with Popular Mobile Technologies

The models support printing using **popular mobile technologies** such as Apple AirPrint®, and Android™ printing with the Sharp Print Service plug-in.

Advanced Wireless Networking

Print **directly to the MFP** from mobile devices without interfering with the corporate network!

Touchless Operation

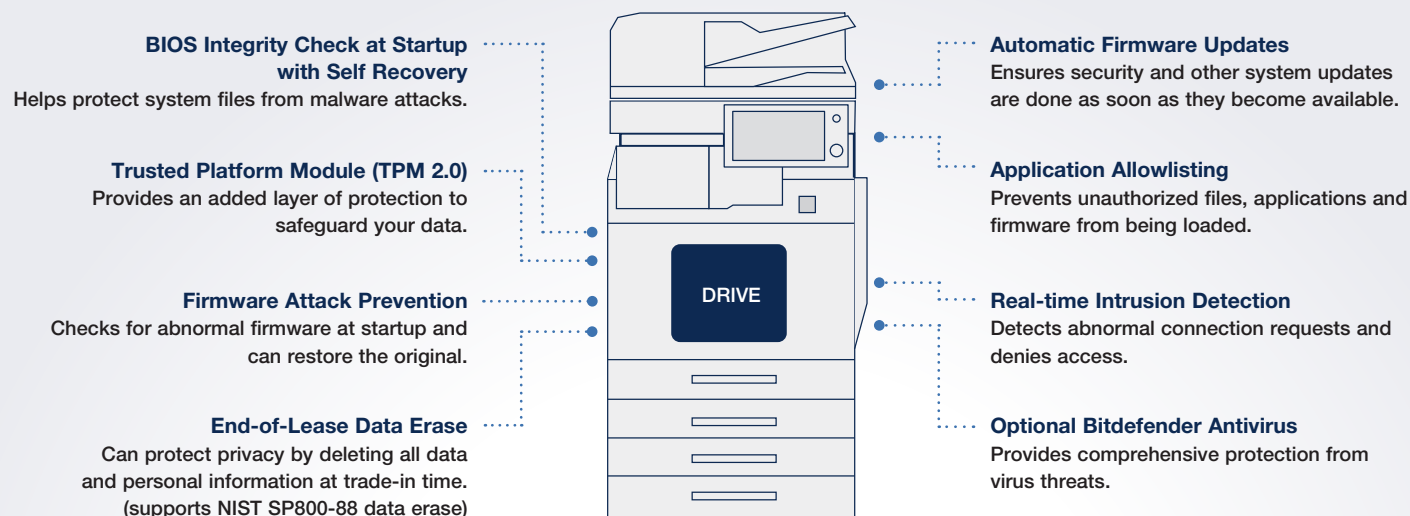
With **Synappx Go**, simply scan the QR code or tap the NFC tag to unlock easy print release, scan/print from cloud services, and more.

Scan and Print with Sharpdesk Mobile

Quickly scan and print files from your tablet or smartphone with the free **Sharpdesk Mobile app**.*

Multi-layer security features to help businesses stay a step ahead of hackers.

The Advanced Series leverages advanced security technologies to help protect sensitive data and support regulatory requirements.



- **Seamless access to Microsoft services with Microsoft Entra ID Authentication** (in Azure native environments).
- **Active Directory (AD) Integration** Enables the MFP to join the network domain as a computer, making it a trusted device.
- **Supports AD Group Policy** Allows administrators to centrally manage select security settings and enforce their own policy.
- **256-bit AES Encryption** Ensures data that resides on the local drive is protected.
- **Protects Access to the Device** Supports IP/MAC address filtering, 802.1x authentication and port control protect access to the device.
- **Protects Data in Transit** IPsec and SMB 3.1.1 protocols, as well as TLS 1.3 use data encryption to protect data.
- Integrates with **ConnectWise SIEM** (Security Information and Event Management system).
- **Complies with the latest Common Criteria** requirements for HCD cPP v.1.0e when optional Data Security Kit is enabled.*
- **Authority Groups** Enables administrators to define various groups for different users, which can limit or restrict access to specific features.
- **Sharp is ISO/IEC 27001:2022 certified** and committed to delivering high level information securely.
- **Keypoint Intelligence Security Validation** The Advanced Series models have been security validated by Keypoint Intelligence and Agile Cybersecurity Systems.



Environmental Commitment

Sharp is committed to environmental sustainability and corporate responsibility.

A Responsible Approach to Design

Sharp workgroup MFPs adhere to the Sharp Corporation Green Products Guidelines, which requires designing products that consume less power, use 50% recycled materials and reduce materials used in packaging.

Toner Recycling Program

Sharp offers zero-waste-to-landfill recycling for Sharp consumables at no cost to our customers and encourages them to recycle their Sharp toner cartridges by providing them with a pre-paid recycling kit for return to our facility.

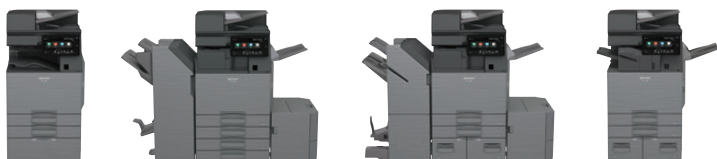
Environmental Commitment

The Sharp Advanced Series models are ENERGY STAR® 3.2 qualified and RoHS compliant. These products also have among the lowest TEC values in their category as well as one of the lowest stand-by power consumption ratings.

For more information about Sharp environmental leadership including information about energy efficient products, electronics, or toner cartridge recycling, please visit www.sharpusa.com/environment.

The Monochrome Advanced Series. Smart. Secure. Sustainable.

Designed with intelligent features that offer seamless, secure collaboration while supporting sustainability in modern office environments. To learn more, visit www.sharpusa.com.



SHARP

SHARP ELECTRONICS CORPORATION
100 Paragon Drive, Montvale, NJ 07645
1-800-BE-SHARP • www.sharpusa.com

Design and specifications subject to change without notice.



©2025 Sharp Electronics Corporation. All rights reserved. Sharp, Sharp OSA, Sharpdesk, My Sharp, and all related trademarks are trademarks or registered trademarks of Sharp Corporation and/or its affiliated companies. Microsoft, Active Directory, Excel, Microsoft 365, Microsoft Teams, OneDrive, PowerPoint, SharePoint, Windows, Microsoft Entra, and Windows Server are trademarks of the Microsoft group of companies. Android, Gmail, and Google Drive are trademarks or registered trademarks of Google LLC. Adobe and PostScript are either registered trademarks or trademarks of Adobe in the US and/or other countries. Qualcomm DirectOffice is a product of Qualcomm Technologies, Inc. and/or its subsidiaries. Qualcomm is a trademark of Qualcomm Incorporated, registered in the United States and other countries. DirectOffice is a trademark of CSR Imaging US, LP, registered in the United States and other countries. AirPrint is a trademark of Apple Inc., registered in the US and other countries. Bitdefender is a trademark or registered trademark of Bitdefender SRL. ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency. All other trademarks are the property of their respective owners.



ADVANCED SERIES COLOR DOCUMENT SYSTEMS

Smart · Secure · Sustainable



BP-71C55
BP-71C65



Agenda Item #6.2.

The Color Advanced Series from Sharp.

Intelligent devices to help businesses work simply smarter.

Built for today's dynamic workstyles, these color document systems feature an intelligent design that offers seamless, **secure collaboration while supporting sustainability** in modern office environments. Integrated access to popular cloud services, as well as enhanced cloud-based device management make it easy to streamline communication while ensuring maximum up-time.



BP-71C65 shown with Job Separator.

A Smart MFP That Drives Efficiency

These MFPs leverage the latest technology to help users manage their workflow and get their work done with ease and efficiency. Innovative features like **AI assisted scanning** with auto skew correction and image format detection ensure scanned documents are processed correctly.

Easy to Operate

An **intuitive touchscreen display** that is built on an award-winning user interface is easy to navigate, enabling users to execute their jobs quickly and efficiently.

Modern Appearance

Elegant exterior design offers a contemporary color scheme, soft-close paper drawers, and easy-roll casters to make this series a **perfect fit for any office environment**.

Comprehensive Data Security

The Advanced Series utilizes leading, **multi-layered security features** to help ensure your document data and personal information remains safe. These models have been security validated by Keypoint Intelligence and Agile Cybersecurity Systems.

A Responsible Approach to Design

Sharp continues its **commitment to sustainability** by designing document systems that are compliant with EPEAT, RoHS, Blue Angel and other environmental initiatives. These models utilize approximately 50% recycled plastic and offer among the lowest TEC values in their category.

Agenda Item #6.2.

Smart features that optimize productivity.

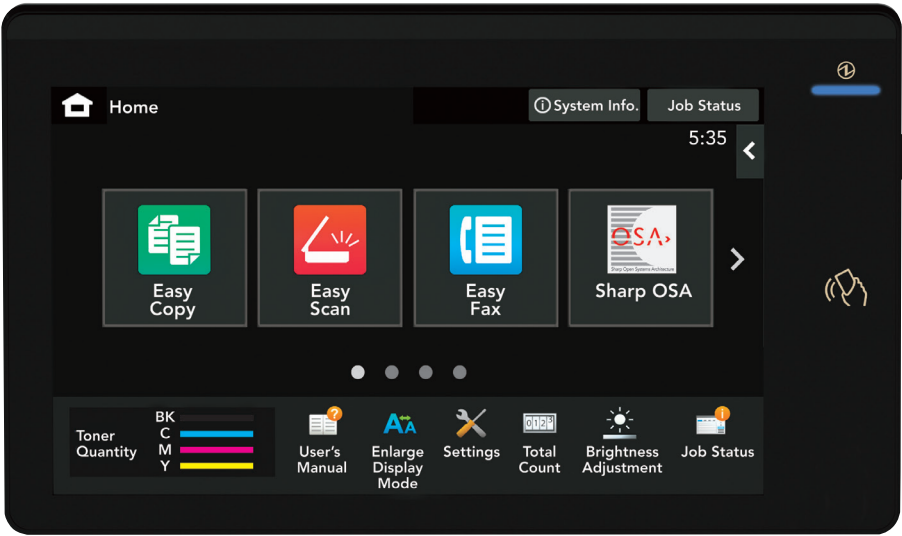
Streamlined workflows that are smart, secure and fit today's diverse work styles.

AI assisted scanning



Integrated access to cloud services

Strong multi-layer security



10.1" (diagonally measured) customizable touchscreen display.



BP-71C65 shown with Inner Folding Unit, Right Side Exit Tray and Split Tandem Paper Drawers.



Built-in retractable keyboard for convenient data entry.

- **300-sheet duplexing** single-pass feeder offers double feed detection and scans up to 300 images per minute.
- Flexible paper handling supports **media up to 300 gsm** and **COM-10 envelopes** from the standard paper drawer.
- Inner Folding Unit option offers a **variety of fold patterns**, including c-fold, z-fold and others.
- **Smart controller design** ensures maximum device uptime with self-healing features that remediate CPU errors and automatic firmware updates that keep the device current.
- Provides seamless access to Microsoft services with **Microsoft Entra ID** in Azure native environments.
- Supports **Synappx Manage**, a cloud-based device management solution that enables collaborative visibility with your service providers—helping to reduce response time and business disruption.
- **Intuitive touchscreen** display is easy to navigate, enabling user to execute their jobs quickly and efficiently.
- Collaborate with remote workers using **popular cloud services**, such as Microsoft Teams, Google Drive™, Dropbox and others.
- **Leading security features** such as BIOS Integrity Check with self-recovery, Firmware Attack Prevention and Intrusion Detection help safeguard against potential threats.
- Supports **Microsoft Modern Print Platform** including Universal Print and driverless printing with the Sharp Print Support Application (PSA).
- Pantone Licensing offers unprecedented levels of color fidelity with the **Pantone Matching System** (available fall 2025).
- Designed with approximately **50% recycled** plastic and offers among **the lowest TEC value** and stand-by power consumption in its class.

Agenda Item #6.2.

A smart design that helps drive efficiency.

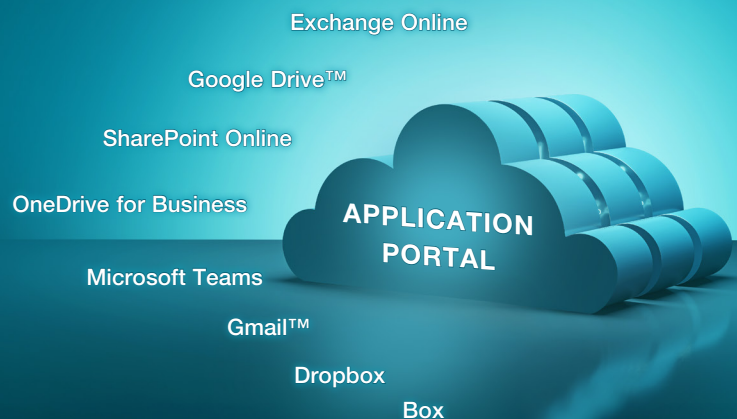
From media handling to workflow and collaboration, the Advanced Series delivers the features businesses need to get the job done.

Sharp document systems can streamline your workflow, so you can focus on what matters most—your business. With **fast scanning** speeds of up to 300 images per minute and a high-capacity **300-sheet duplexing single-pass feeder**, these models can handle large jobs with ease. Image processing with **AI technology** helps optimize resolution, compression, and document alignment, correcting skewed pages and detecting original sizes on the fly. In addition, **Easy Modes streamline everyday tasks**—making scanning workflows more efficient for every user.



Print, Scan and Share Documents Easily

Collaborate effortlessly—whether in the office or working remotely. With Cloud Connect, your team can easily access popular cloud services like Microsoft Teams, Google Drive, and more, directly from the MFP. The Sharp Application Portal simplifies management, enabling quick installation and updates right from the device's touchscreen.



Integrate with Email Applications

In addition to native capability, the **Email Connect** feature enables seamless scan-to-email integration with Microsoft Exchange/365 and Gmail™ user accounts, making it easy to identify the sender of scanned files.

Intelligent Image Processing¹

Scan documents to popular file formats including Microsoft Word, PowerPoint and Excel, as well as Searchable PDF, Encrypted PDF and others. Direct Print the same file types from thumb drives, cloud applications and mobile devices.² **Adobe Embedded Print Engine** direct prints PDF files with greater speed and rendering accuracy.

Flexible Printing Solutions

Standard PCL 6 and Adobe PostScript 3 printing are offered. **Serverless Print Release** enables users to print a job and release it from up to eight supported models. The Advanced Series also supports the **Modern Print Platform from Microsoft**, which includes Universal Print and Windows Protected Print mode. A Sharp Print Support Application (PSA) is also available, which provides a customized printing experience.



¹ Some features require optional equipment and/or software.

² This function is enabled via Qualcomm Snapdragon 800 series processor.

Smart · Secure · Sustainable

Intelligent features with strong security.

The Color Advanced Series document systems offer modern workflow features designed for today's dynamic office environments.

Duplexing Single Pass Feeder (DSPF)

300-sheet document feeder scans both sides of a document in a single pass at up to 300 images per minute.

Smart Scan

AI assisted scanning technology can automatically adjust resolution, compression, as well as detect original size and adjust for skew.

Easy to Operate

Intuitive touchscreen is easy to navigate and delivers the responsiveness and accuracy users expect.

Walk-up Motion Sensor

Detects walk-up users and wakes the machine from sleep mode, making it ready for use within seconds.

Built-in Retractable Keyboard

Full-size QWERTY keyboard enables easy data entry.

Exceptional Image Quality

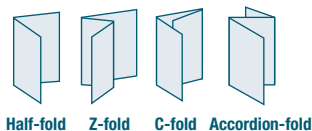
1,200 x 1,200 dpi resolution delivers razor-sharp text and graphics.

Antivirus Protection

Optional Bitdefender antivirus utilizes AI and other advanced technologies to block malware threats and network intrusions.

Advanced Finishing

Sharp gives you a variety of high-performance finishers to choose from to help complete the job on time. Inner folding unit option offers four popular folding patterns.



Sharp Color Consistency System

Advanced auto-calibration helps ensure color output is always at peak performance.



Flexible Paper Handling

Feed up to 300 gsm media through the paper drawers and supports up to 12" x 18" output size.

Microsoft Friendly

Seamlessly combines advanced security and printing with Universal Print, the Sharp PSA and Entra ID within Microsoft modern print environment.

Comprehensive Multi-layer Security

Leading features such as BIOS integrity check, Firmware Attack Prevention and Intrusion Detection help safeguard against potential threats.

Easy Access to Cloud Services

Integrates with popular cloud services for a streamlined user experience.

Environmental Commitment

Among the lowest TEC value and standby power consumption. Designed using 50% recycled plastic.

Large Capacity Cassette

Available large capacity cassette offers an additional 3,000-sheet capacity for a maximum on-line paper capacity of 6,300 sheets.



Agenda Item #6.2.

Centralized device management helps ensure optimal uptime.

Seamlessly connect technology and drive service efficiency.

Synappx Manage cloud service enables IT administrators and service providers to remotely manage Sharp MFPs from a single portal. Proactive monitoring and remediation helps minimize administrator burden, as well as provide insight for optimized investments.

Manage Devices From Anywhere

Device configuration, status, and security are managed remotely via a cloud-based solution—perfectly suited for today's distributed and flexible work environments.

Do More with Less

Automate tasks like power management to minimize time on devices and increase device-readiness through central control.



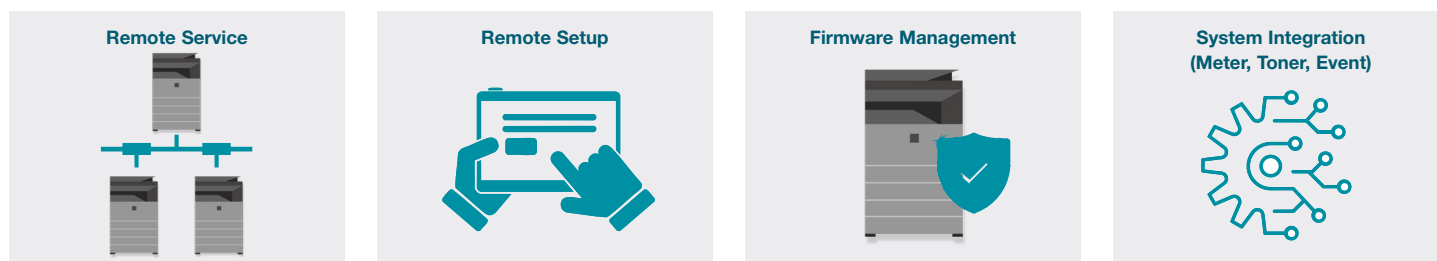
Keep Your Printers Secure

Deploy consistent security policies for MFPs and printers, monitor device security and firmware status, and auto remediate issues in real time.

Enhance Employee Experience

Maximize device uptime to help ensure uninterrupted employee productivity and allow focus on critical tasks.

With **Synappx Manage**, service providers can resolve issues and reduce downtime with remote monitoring and remediation.



Server-based **Sharp Remote Device Manager (SRDM)** is also offered for customers who prefer to keep the solution on-site, offering similar capabilities such as remote device and security management.

Collaborate on-the-go with quick access to mobile devices.

The Advanced Series makes it easy to share data with tablets and smartphones even in busy office environments.



Print with Popular Mobile Technologies

The models support printing using **popular mobile technologies** such as Apple AirPrint®, and Android™ printing with the Sharp Print Service plug-in.

Advanced Wireless Networking

Print **directly to the MFP** from mobile devices without interfering with the corporate network!

Touchless Operation

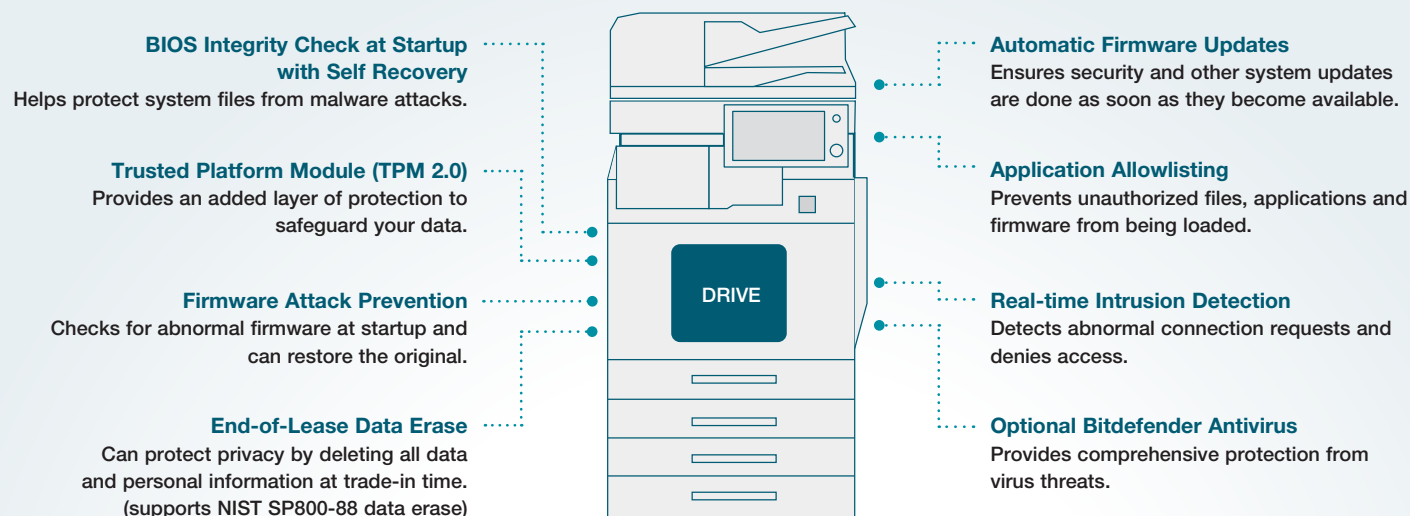
With **Synappx Go**, simply scan the QR code or tap the NFC tag to unlock easy print release, scan/print from cloud services, and more.

Scan and Print with Sharpdesk Mobile

Quickly scan and print files from your tablet or smartphone with the free **Sharpdesk Mobile app**.*

Multi-layer security features to help businesses stay a step ahead of hackers.

The Advanced Series leverages advanced security technologies to help protect sensitive data and support regulatory requirements.



- **Seamless access to Microsoft services with Microsoft Entra ID Authentication** (in Azure native environments).
- **Active Directory (AD) Integration** Enables the MFP to join the network domain as a computer, making it a trusted device.
- **Supports AD Group Policy** Allows administrators to centrally manage select security settings and enforce their own policy.
- **256-bit AES Encryption** Ensures data that resides on the local drive is protected.
- **Protects Access to the Device** Supports IP/MAC address filtering, 802.1x authentication and port control protect access to the device.
- **Protects Data in Transit** IPsec and SMB 3.1.1 protocols, as well as TLS 1.3 use data encryption to protect data.
- Integrates with **ConnectWise SIEM** (Security Information and Event Management system).
- **Complies with the latest Common Criteria** requirements for HCD cPP v.1.0e when optional Data Security Kit is enabled.*
- **Authority Groups** Enables administrators to define various groups for different users, which can limit or restrict access to specific features.
- **Sharp is ISO/IEC 27001:2022 certified** and committed to delivering high level information securely.
- **Keypoint Intelligence Security Validation** The Advanced Series models have been security validated by Keypoint Intelligence and Agile Cybersecurity Systems.



Environmental Commitment

Sharp is committed to environmental sustainability and corporate responsibility.

A Responsible Approach to Design

Sharp workgroup MFPs adhere to the Sharp Corporation Green Products Guidelines, which requires designing products that consume less power, use 50% recycled materials and reduce materials used in packaging.

Toner Recycling Program

Sharp offers zero-waste-to-landfill recycling for Sharp consumables at no cost to our customers and encourages them to recycle their Sharp toner cartridges by providing them with a pre-paid recycling kit for return to our facility.

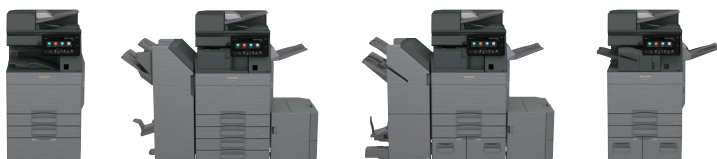
Environmental Commitment

The Sharp Advanced Series models are ENERGY STAR® 3.2 qualified and RoHS compliant. These products also have among the lowest TEC values in their category as well as one of the lowest stand-by power consumption ratings. Sharp MFPs are EPEAT® compliant.

For more information about Sharp environmental leadership including information about energy efficient products, electronics, or toner cartridge recycling, please visit www.sharpusa.com/environment.

The Color Advanced Series. Smart. Secure. Sustainable.

Designed with intelligent features that offer seamless, secure collaboration while supporting sustainability in modern office environments. To learn more, visit www.sharpusa.com.



SHARP

SHARP ELECTRONICS CORPORATION
100 Paragon Drive, Montvale, NJ 07645
1-800-BE-SHARP • www.sharpusa.com

Design and specifications subject to change without notice.



©2025 Sharp Electronics Corporation. All rights reserved. Sharp, Sharp OSA, Sharpdesk, My Sharp, and all related trademarks are trademarks or registered trademarks of Sharp Corporation and/or its affiliated companies. Microsoft, Active Directory, Excel, Microsoft 365, Microsoft Teams, OneDrive, PowerPoint, SharePoint, Windows, Microsoft Entra, and Windows Server are trademarks of the Microsoft group of companies. Android, Gmail, and Google Drive are trademarks or registered trademarks of Google LLC. Adobe and PostScript are either registered trademarks or trademarks of Adobe in the US and/or other countries. Qualcomm DirectOffice is a product of Qualcomm Technologies, Inc. and/or its subsidiaries. Qualcomm is a trademark of Qualcomm Incorporated, registered in the United States and other countries. DirectOffice is a trademark of CSR Imaging US, LP, registered in the United States and other countries. AirPrint is a trademark of Apple Inc., registered in the US and other countries. Bitdefender is a trademark or registered trademark of Bitdefender SRL. ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency. All other trademarks are the property of their respective owners.



Secure Enterprise Cloud Faxing for Government and Tribal Entities

CLOUD FAXING VS. MFP FAX KITS

SCALABLE

Our system supports unlimited users and MFPs for free, adapting to your business growth.

ADVANCED REPORTING

Advanced reporting, visibility, and accountability, with 10 years of free archiving.

RELIABLE

Our “Never Busy” feature ensures you will not miss an inbound fax.

COST SAVINGS

Eliminate expenses for MFP fax hardware, analog lines, and long-distance fax charges in the USA and Canada.

UNIVERSAL ACCESS

Fax seamlessly from MFPs, computers or smartphones.



FedRAMP

Improve Fax Security and Government Compliance with eGoldFax®

In the United States, government and tribal entities operate within a framework of stringent regulations. **eGoldFax® plays a pivotal role in assisting these organizations in meeting the rigorous security requirements, ensuring compliance with regulations such as Federal Risk and Authorization Management Program (FedRAMP) and National Institute of Standards and Technology (NIST) for safeguarding sensitive governmental and tribal information.** eGoldFax® stands prepared to equip government and tribal entities with secure and compliant faxing solutions, ensuring the confidentiality and integrity of critical data.

ENTERPRISE-GRADE FEATURES PROVIDED TO ALL USERS

SECURITY

Benefit from TLS 1.2, HTTPS encryption, and PCI-DSS Level 1 for data security.

FREE FAX ARCHIVE

10+ years archiving in 256-bit AES encrypted PDFs.

ADMIN PORTAL

Manage users, fax routing, reports, and fax archive securely via HTTPS. Includes 2-Factor Authentication (2FA).

FAX NUMBER RETENTION

FCC Porting Compliant. Keep fax numbers even if switching.

WORKFLOW AUTOMATION

Process and sweep file folders to integrate into existing workflow.

FAX CONFIRMATIONS

Always know if the fax was successful or failed.

DIRECT INWARD DIAL (DID) FAX NUMBERS

Enhance security with low cost DID fax numbers, ensuring direct routing to individual users.

FAX ROUTING

Route faxes to email, network folders, MFPs/Printers, and eGoldFax Desktop app.

CUSTOM COVER PAGES

Enforce fax cover page standards with logo, contact info, etc.

INTEGRATION

Seamlessly integrate with business apps and databases using XML and SQL.

If you answer “No” to any of these questions, your Government Organization will benefit from eGoldFax® Secure Cloud Faxing

Do you have a secure and reliable archival and storage policy?

Can you prevent unauthorized viewing of sent and received faxes?

Are paper documents secure on shared fax devices?

Can you report on all fax transactions and reproduce all fax pages when needed?



Compliance:

eGoldFax® is built upon the Microsoft Azure® commercial and government platforms which provides 100+ compliance certifications.



4 WAYS TO FAX

EMAIL TO FAX

Easily attach your document to an email and send it. It's encrypted utilizing TLS 1.2 while in flight to our service so it remains compliant.

MFP TO FAX

Integrates with virtually any MFP device to send secure cloud-based faxes without the need for a traditional phone line.

PRINT TO FAX

From any Windows® Device app or browser print to 'eGoldFax Print to Fax' to convert document to a fax.

APP TO FAX

Use eGoldFax® Desktop Windows® Application to integrate into current workflow and send faxes from your computer using HTTPS connection.

RECEIVE INBOUND FAXES SECURELY

There are four ways to receive a fax: via TLS 1.2 encrypted email as a PDF or TIFF attachment, route your inbound fax to a network folder or printer via HTTPS communication with an optional email notice, HTTPS download link, or direct to our dedicated eGoldFax® Desktop App where a user can see all of their sent and received faxes.

eGoldFax® offers seamless integration with virtually all major MFP manufacturers and free support for an unlimited number of users and MFPs.



AUTHORIZED EGOLDFAX RESELLER

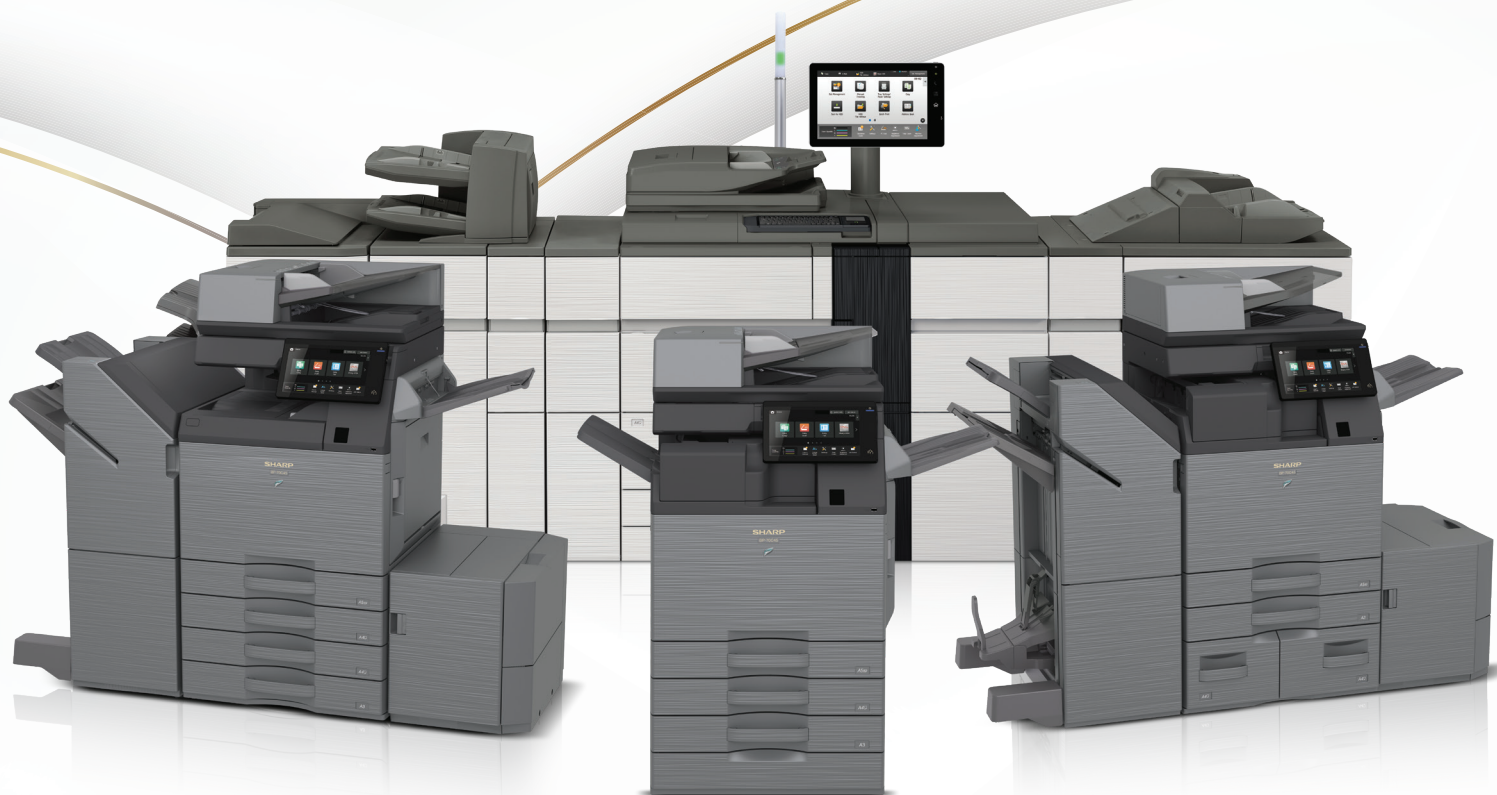
(714) 695-1000 • sales@goldfax.com • eGoldFax.com

SHARP



Sharp MFPs and Printers Achieve Security Validation from Keypoint Intelligence

Resilience to device penetration confirmed!



Agenda Item #6.2.

Sharp MFPs Receive Coveted Security Validation from Keypoint Intelligence

Twenty-nine models in the current Sharp lineup have received security validation by passing device penetration testing conducted by Keypoint Intelligence and testing partner, Agile Cybersecurity Solutions (ACS).



A strong security assessment that gives customers peace of mind

The Security Validation conducted by Keypoint Intelligence and Agile Cybersecurity Solutions is a comprehensive device penetration test that scans for potential weaknesses by modeling a malicious intruder. The test results confirmed that the Sharp models listed below are well protected against a wide range of anticipated threats when configured properly, reinforcing their reliability and security protection.

Advanced security features on Sharp devices provide multifaceted protection

The models that have received this validation offer several layers of security, from BIOS integrity check at startup to firmware attack prevention, intrusion detection, virus detection and more to protect against cyberattacks. Sharp MFPs and printers meet the diverse needs of businesses by helping them enhance operational efficiency and achieve digital transformation in a more secure environment.

Validated Models

BP-C535WR, BP-C535WD, BP-C545WD, BP-C545PW, BP-B540WR, BP-B550WD, BP-B550PW, BP-50C26, BP-50C31, BP-50C36, BP-50C45, BP-50C55, BP-50C65, BP-70C31, BP-70C36, BP-70C45, BP-70C55, BP-70C65, BP-50M26, BP-50M31, BP-50M36, BP-50M45, BP-50M55, BP-50M65, BP-70M31, BP-70M36, BP-70M45, BP-70M55, BP-70M65, BP-51C26, BP-51C31, BP-51C36, BP-51C45, BP-71C31, BP-71C36, BP-71C45, BP-71C55, BP-71C65, BP-51M26, BP-51M31, BP-51M36, BP-51M45, BP-71M31, BP-71M36, BP-71M45, BP-71M55, BP-71M65, BP-70M75, BP-70M90, BP-90C70, BP-90C80

About Keypoint Intelligence

For over 60 years, clients in the digital imaging industry have relied on Keypoint Intelligence for independent hands-on testing, lab data, and extensive market research to drive their product and sales success. Keypoint Intelligence has been recognized as the industry's most trusted resource for unbiased information, analysis, and awards due to decades of analyst experience.

ACDI



Feature Sheets

CLIENT BILLING

Allocating printing expenses has never been easier than it is with PaperCut MF. Professional Client Billing allows simple, intuitive management of clients, matters, projects, and departments, taking just minutes to allocate costs to the right cost center.

OVERVIEW

PaperCut MF Professional licensing includes an Advanced Client for all users, especially useful for organizations that rely heavily on account charging features. In addition to tracking print job details, the advanced client is perfect for charging to shared accounts, associating comments with print jobs, applying different charge rates and more.

A conveniently scalable solution, client billing with account selection makes it easy for users to search for accounts by name or code or save preferred lists of commonly used accounts. Admins can even maintain lists of recently selected accounts, create accounts as needed, import from a directory, or import them from a text file synchronized against a 3rd party application or CRM system. Shared accounts access can be controlled by network group membership or PIN codes.

VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



LIBRARIES



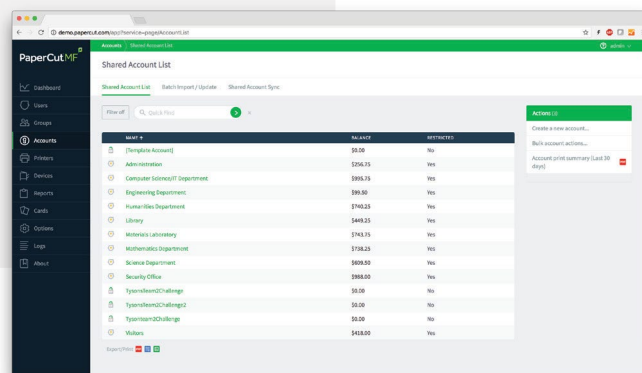
TRANSPORTATION



COMMERCIAL

CLIENT BILLING WORKFLOW

1. Administrators manage the list of accounts
2. End-users allocate printing to the accounts
3. Reports are automatically available, allowing costs to be charged back to the client (invoiced)



SOLUTION

- Allocate print jobs to shared/group accounts
- Track printing by project, phase, client/matter, or account
- Control shared account access using domain groups
- Charge different amounts for different paper types or circumstances
- Administer shared accounts from anywhere on the network
- PaperCut MF Professional offers unlimited use of the Advanced Client

SHARED ACCOUNTS

Many organizations want to track printing on more than a per-user level. With PaperCut MF shared accounts, users can allocate jobs to selected cost areas such as clients, projects, or departments via a customizable popup window.

OVERVIEW

PaperCut MF has two types of accounts – personal accounts and shared accounts. Shared accounts are perfect for organizations and businesses that want to provide users, or selected users, with the option to allocate printing by cost center, track printing by project, phase, or client/matter, budget staff use via shared faculty or department accounts, and more.

Manually create shared accounts on an as-needed basis or automatically import accounts via an Excel file, from a 3rd party system, or by scanning an existing directory structure. Control access to shared accounts via integrated network group membership or PINs. PaperCut MF supports many configuration options for a customized user experience including bulk shared account operations, Quick Find and Filters, Standard and Advanced account selection popups, and Manager mode.

VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



HEALTHCARE



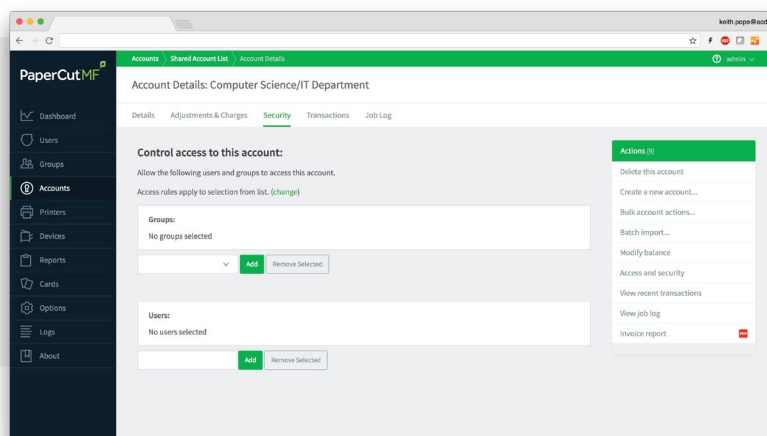
TRANSPORTATION



COMMERCIAL

ALLOCATE PRINT COSTS BY:

- Departments
- Clients
- Client/Matters
- Projects
- Phases
- Subjects



SOLUTION

- Allocate printing by cost center
- Choose which users can charge to shared accounts
- Allow users to confirm print jobs via a popup
- Control access via PINs or network security groups
- Ease of use with quick search, preferred accounts, and recent selections
- Automatically charge to a shared account

REPORTING

Whether creating faculty-based reports in education, division-based reports in business, or importing reports into external systems, the options are plentiful. With over 80+ built-in PaperCut MF reports, it's easy to see who, what, when, where, and how printing occurs from anywhere on the network.

OVERVIEW

Are the same users consistently printing large print jobs? What type of jobs are they printing? Which printers are the most popular? Who printed on a Saturday? PaperCut MF is great for finding important data fast. PaperCut MF's PDF, HTML, and Microsoft Excel reports are perfect for making responsible business decisions.

Construct datasets for reports over given date ranges or filters with the PaperCut MF report panel. Reports can be automatically generated and scheduled to arrive direct to your inbox. PaperCut MF's interactive advanced charts complement printable reports, reflecting data in real-time.

VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



HEALTHCARE



TRANSPORTATION



COMMERCIAL

REPORTS

- Users
- Printers
- Print Logs
- Groups
- Shared Accounts
- Transactions
- Environmental Impact
- Ratios
- Period Comparisons

PaperCut ^{MF}				Executive summary	
				For the period of Jun 17, 2017 to Jul 17, 2017.	
General Statistics		Top Printers		Environmental Impact	
Days in period:	31	server1\Archaeology Library 3	11,983 14.26%	Trees Consumed	1.04 trees
Active Users:	834	server1\Literature Print Room 1	4,682 5.65%	CO ₂ Produced	719.6 kg
Active Printers:	96	server1\Architecture Library 2	4,612 5.55%	Equivalent Bulb	23,708.5 hours
Total Printed Pages:	83,820	server1\Computer Science Library 1	4,350 5.19%		
Total Printed Sheets:	83,677	server1\Humanities Library 1	2,942 3.51%		
Total Jobs:	24,029	server1\Architecture Print Room 1	2,914 3.36%		
Pages per day:	2,703	server1\Architecture Staff Room 1	2,708 3.23%		
Sheets per day:	2,699	server1\Mathematics Staff Room 1	2,453 2.93%		
		server1\Design Staff Room 1	2,412 2.88%		
		server1\Engineering Lab 2	2,076 2.48%		
Color Composition		Top Users		Top Printer Groups	
Grayscale:	479 0.57%	sun.mckellan (Sun McKellan)	4,708 5.62%		
Color:	83,341 99.43%	derrick.rafael (Derrick Rafael)	3,806 4.54%		
Duplex Composition		terrell.kharr (Terrell Kharr)	2,271 2.71%		
Duplex:	838 0.99%	charl.wittenberg (Charl Wittenberg)	1,927 2.30%		
Simplex:	82,992 99.01%	marlynn.arizaga (Marlynn Arizaga)	1,884 2.25%		
		isabelle.fedness (Isabelle Fedness)	1,519 1.81%		
		malissa.gabel (Malissa Gabel)	1,505 1.80%		
		oller.gao (Oller Gao)	1,428 1.70%		
		teryn.miyashita (Teryn Miyashita)	1,332 1.59%		
		bobby.merrill (Bobby Merrill)	1,302 1.55%		

SOLUTION

- Setup and manage in just a few clicks
- Redistribute printers based on data
- Reduce paper waste and environmental impact
- See a printing summary of the whole organization
- Plan for printer upgrades based on size/number of jobs

FIND-ME PRINTING

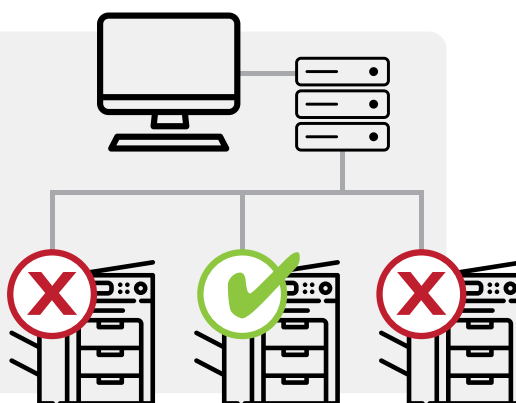
PaperCut solves one of the most troublesome pain points for IT and system administrators managing large fleets, multiple sites, or transient employees —where should users print? With Find Me printing, you don't have to worry about finding the best printer for your document... the print job finds you!

OVERVIEW

A perfect solution for large sites with common printer fleets, Find Me printing is a roaming printer service that allows print jobs to find users based on their physical location. Users simply print to a single global virtual queue, then go to a print release station and release their print job(s). PaperCut automatically knows which printers are nearby and picks the best one without bothering the user with the details.

PaperCut's Find Me printing supports redirection between print queues on different servers. Intelligent load balancing algorithms are used to determine the best printer when multiple MFPs are available based on factors such as printer load and error conditions.

- Print to a single virtual queue
- Print to multiple virtual queues
- Print to different printer types
- Print across multiple locations
- Automatic load balancing
- Minimize single points of failure



SOLUTION

- Any brand, any platform
- Simple, flexible configuration
- Great for large sites with a common printer fleet
- Reduces paper waste
- Secure printing from anywhere on the network
- Increases fleet uptime and user productivity

VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



LIBRARIES



TRANSPORTATION



COMMERCIAL



HEALTHCARE

RULES BASED ROUTING

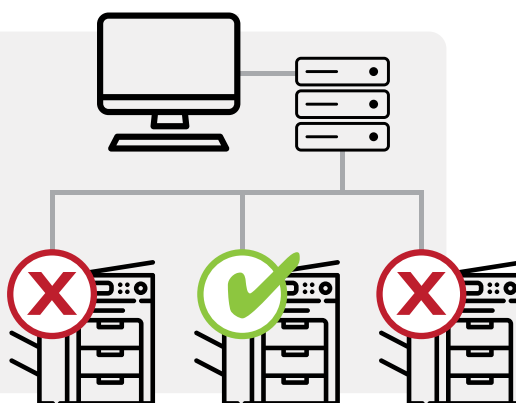
PaperCut solves one of the most troublesome pain points for IT and system administrators managing large fleets, multiple sites, or transient employees —where should users print? With Find Me printing, you don't have to worry about finding the best printer for your document... the print job finds you!

OVERVIEW

A perfect solution for large sites with common printer fleets, Find Me printing is a roaming printer service that allows print jobs to find users based on their physical location. Users simply print to a single global virtual queue, then go to a print release station and release their print job(s). PaperCut automatically knows which printers are nearby and picks the best one without bothering the user with the details.

Occasionally referred to as “Pull Printing” or “Follow Me” printing, PaperCut's Find Me printing also supports redirection between print queues on different servers. Intelligent load balancing algorithms are used to determine the best printer when multiple MFPs are available based on factors such as printer load and error conditions.

- Print to a single virtual queue
- Print to multiple virtual queues
- Print to different printer types
- Print across multiple locations
- Automatic load balancing
- Minimize single points of failure



SOLUTION

- Any brand, any platform
- Simple, flexible configuration
- Great for large sites with a common printer fleet
- Reduces paper waste
- Secure printing from anywhere on the network
- Increases fleet uptime and user productivity

VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



LIBRARIES



TRANSPORTATION



COMMERCIAL



HEALTHCARE

SITE SERVERS

Multi-server environments are common in large organizations and PaperCut MF handles them with ease. The PaperCut Site Server installs in minutes to ensure continuous availability of print services to support key business functions over unreliable network links or during unplanned network disruptions.

OVERVIEW

For customers with distributed deployments across multiple sites, considerations such as redundancy and resilience to network outages are often a high priority. PaperCut Site Servers work in conjunction with Secondary Print Servers as well as embedded MFD solutions to provide an effective failover solution if the Primary Server cannot be contacted.

The Site Server duplicates the key features of a PaperCut primary server to a local site during an outage. MFDs are configured to connect to a Site Server as if it were the primary server to remove reliance on WAN links. This simple but effective design delivers high availability to MFDs and support for Secure Print Release including Find-Me Printing.

VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



HEALTHCARE

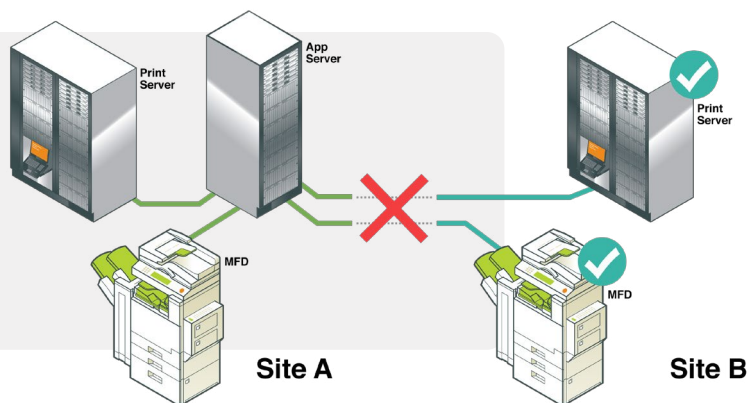


TRANSPORTATION



COMMERCIAL

- Simple user management
- Central administration
- Reduced WAN traffic
- Job roaming across sites



SOLUTION

- High availability of print & copy resources
- Seamless failover during a network outage
- Minimal ongoing maintenance
- Leverage existing infrastructure
- Easy installation into any multi-server environment

INTEGRATED SCANNING

Easily control, track, and report on all user scanning with PaperCut MF's Integrated Scanning feature. Pre-configure frequently used Scan Actions to offer a simple, one-touch scanning experience and a consistent interface across your Multifunction Devices.

OVERVIEW

Setup in just minutes with minimal configuration requirements, Integrated Scanning with PaperCut MF allows system admins to easily manage Scan Actions for every user. With a couple of clicks at the device, users can scan documents to predefined folders or email addresses through the integrated all-in-one interface.

This user-friendly configuration provides the most common scan job settings with access controlled at the user or group level. Users simply logon to the device to complete Scan Actions, release all print jobs, access the secure Find-Me print queue, access native device functionality, or assign print, copy, scan and fax costs to the right department or client.

Batch Splitting, by page count or on blank page.

Blank Page Removal can be used by itself, or in combination with batch splitting.

Image quality enhancements with deskew and despeckle for your whole fleet with one click.

VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



LIBRARIES



TRANSPORTATION



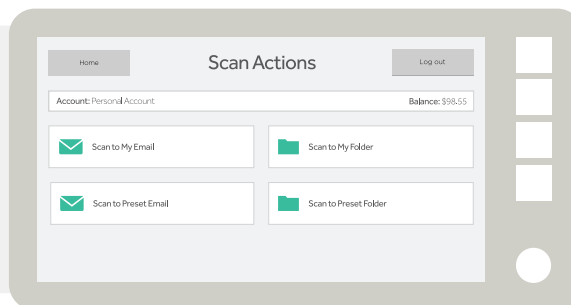
COMMERCIAL



HEALTHCARE

SUPPORTED DEVICES

- Xerox (EIP 3.0+)
- Sharp (OSA)
- HP (OSA)
- Toshiba eConnect
- Toshiba V3
- Lexmark
- Kyocera
- Konica Minolta
- Sindoh
- Epson
- Ricoh SDK/J



SOLUTION

- Control destinations to ensure document security
- Setup and manage in just a few clicks
- Pre-configure Scan Actions by users or groups
- Actions include Scan to Me, Scan to Folder, or Scan to Home
- Provides an intuitive, consistent user experience at the device
- Generate XML metadata for system integration

SYSTEM HEALTH MONITORING

Printing is an essential service in many organizations that's often overlooked until it isn't working. PaperCut MF's System Health interface provides a single overall status measure that can be set up in minutes with existing monitoring tools, regardless of skill level, allowing real-time insight into the entire the print environment.

OVERVIEW

The PaperCut MF System Health interface exposes endpoints that allow monitoring the health of PaperCut MF and its connected infrastructure using monitoring tools such as PRTG, Zabbix, and Nagios. Easier to setup in a multi-device type environment than SNMP, PaperCut MF provides more detailed information beyond whether just a printer or device is offline.

The interface provides detailed information in JSON format for those in need of more advanced monitoring tools and scripts. Trigger alarms for urgent print outages, monitor real-time activity and printer and device inactivity, as well as plan future printing resource requirements with the insight gained from System Health monitoring. This tool allows for quick confirmation that printing is available and anticipation of any events that could impact printing in the future.

VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



HEALTHCARE



TRANSPORTATION



COMMERCIAL

REAL-TIME STATUS OF:

- Site Servers
- Print Providers
- Databases
- Devices
- Printers
- Application Servers
- Licenses
- Statistics



SOLUTION

- Setup and manage in just a few clicks
- Use existing monitoring tools to monitor all applications
- Monitor end-to-end health of entire print environment
- Proactively reduce print system downtime
- Identify changes in print behavior in real-time
- Plan and optimize resources such as hard disk space & memory

WEB BASED ADMIN

PaperCut MF is perfect for tracking and controlling any size print environment... from anywhere! A secure web-based administrative dashboard makes it easy for SysAdmins to log in at any browser on any platform to manage users and printers, enforce print rules, monitor print activity and so much more.

OVERVIEW

With PaperCut MF, no special admin software is required to perform full system administration from anywhere on the network. Use the newly redesigned standard web browser to securely configure devices, manage users, apply quotas and policies and enforce rules and restrictions. Access the web-based dashboard to generate any one of over 80 customizable reports that show a real-time snapshot of the print environment.

Mobility Print? Find-Me printing? Integrated Scanning? Just logon to the dashboard! Find the latest information about release and development activity at PaperCut or use the convenient Environmental Impact gadget to assess your carbon footprint.

VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



LIBRARIES



TRANSPORTATION

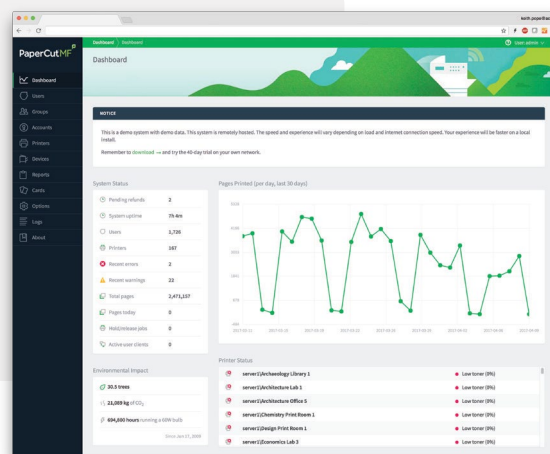


COMMERCIAL



HEALTHCARE

- View a list of all users
- Perform bulk user operations
- View, edit, and create shared accounts
- Define printer filter rules and restrictions
- Run one click and Ad-hoc reports
- Control administrator access and security
- View all recent print jobs
- Access update news
- And MORE!



SOLUTION

- Any brand, any platform
- Manage what you can measure
- All data in one secure location
- Environmental accountability
- Access the system from anywhere on the network
- View archived documents for decision-making

JOB TICKETING

With PaperCut 18, any organization with production or 3D printers can instantly track and control printing for the first time ever. The new Job Ticketing feature provides a simple, easy-to-use web tool for users to submit orders online. The order form can be configured based on product types to ensure all required information is collected during the order process. Users can also check the status of their job or send messages to operators at any time.

OVERVIEW

What's a print room?

It can be any room with 1 or more MFDs production printers or both and can be referred to as a central reprographics department (CRD). Jobs are submitted to the room and attended to by someone other than the person who submitted the job.

What's a FabLab?

They can be a room with a few 3D printers, or it may have upward of 20. They can also contain computer numerical control (CNC) and laser cutting machines. These labs offer rapid prototyping fabrication in many education environments.

VERTICAL MARKET



EDUCATION



GOVERNMENT



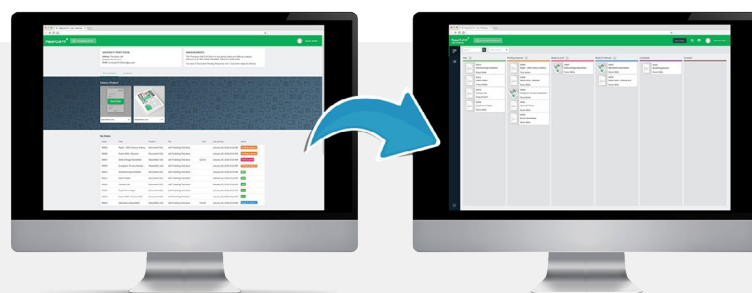
LEGAL



HEALTHCARE

JOB TICKETING

- Easily charge jobs to personal or shared accounts
- Customize your workflow and track all jobs in your queue
- Show users the estimated cost of a job before submitting it
- Make items like business cards available without asking the user to upload a file
- Make it easy to order products with a simpler online form
- With all new Print Room, FabLab & Mini Room licenses, you can effectively position Job Ticketing to different customer types better than ever before.



SCAN TO CLOUD

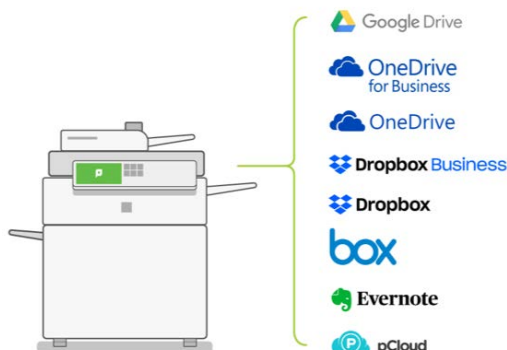
Every day, more and more businesses choose to keep their documents safe and accessible online. With Scan to Cloud Storage, seamlessly scan to a range of cloud storage providers – like Google Drive and Dropbox – using the same intuitive interface as Scan to Email and Folders.

QUICK, EASY & SECURE SCANNING

Take your scans and send them to the cloud storage of your choice, including OneDrive, Box, and Evernote. Scan to Cloud Storage takes minutes to setup in your print environment and gives users a friendly tap-and-scan workflow. All scan jobs and data are encrypted with signed certificates and transmitted over HTTPS following industry security best practices. Standard with PaperCut MF, Scan to Cloud Storage gives you print management and cloud storage scanning in one easy solution.

What you need to get started

- PaperCut MF
- Integrated Scanning enabled MFD
- Version 18.1.4 or greater
- Active M&S support



VERTICAL MARKET



EDUCATION



REAL ESTATE



HEALTHCARE



LIBRARIES



LEGAL



COMMERCIAL



TRANSPORTATION

JOB PANEL MODIFICATION

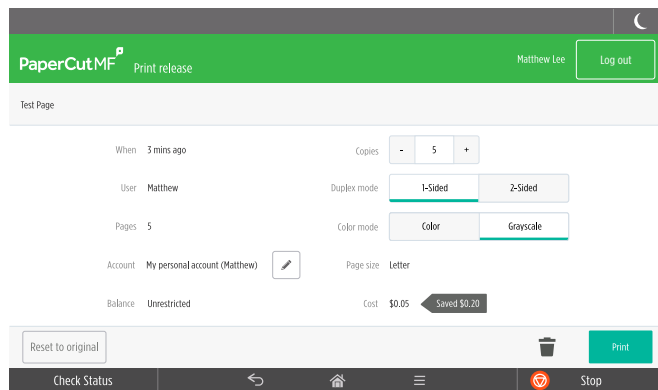
Change the number of copies, switch to grayscale, or even force duplex right at the printer. Increase productivity, add convenience, and reduce wasted paper with the ability to modify settings on the device panel before releasing any print job.

OVERVIEW

For the first time ever, SysAdmins can configure the PaperCut MF Print Release screen to allow users to change print job settings at the device and display the related cost change. Users can see the environmental impact their changes have made to help encourage sensible use and eco-friendly printing. SysAdmins can also configure the Print Release screen to hide or display the user's account, balance, or job cost at the device.

CHANGE IT AT THE PRINTER

- Color to grayscale
- Single-sided to duplex
- Number of copies
- Switch to shared account



SUPPORTED DEVICES

- Fuji Xerox ApeosPort V+
- HP (OXP)
- Konica Minolta (OpenAPI)
- Ricoh (SmartSDK)
- Sindoh (OpenAPI)
- Toshiba (e-Bridge Open Platform V3+)
- Xerox (EIP 3.0+)

VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



LIBRARIES



TRANSPORTATION



COMMERCIAL



SMB



HEALTHCARE

OCR (OPTICAL CHARACTER RECOGNITION)

Using OCR, convert paper documents to text searchable and editable digital documents. Find what you need, and make any amendments to scanned information, fast.

No OCR add-ons needed

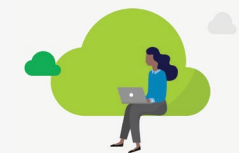
PaperCut MF's OCR works right out of the box for all kinds of workplaces, rounding out the ultimate trio of scan actions:

1. Choose your scan destination (email, network folder, or cloud storage provider).
2. Set your scan specifications.
3. Text-search your scanned document as a PDF, or edit it as a Word document.

OCR is part of PaperCut MF's Integrated Scanning suite, which works with multiple platforms, brands, and devices.

CLOUD OCR

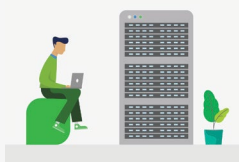
Cloud OCR provides a quick way to search for content within your documents. Create text searchable PDFs and editable documents when scanning without needing to install a 3rd party scanning app! PaperCut MF delivers and manages quick scan, OCR and delivery functionality in one product.



LOCALLY HOSTED (ON-PREMISE) OCR

Deploy PaperCut MF's OCR solution at your site with a simple installer. When setting up a PaperCut MF site, you can now choose between cloud-based or locally-based optical character recognition (OCR) functionality. The On Premise OCR feature can detect and extract up to 10 simultaneous languages within documents. Optimize for processing performance or improved interpretation accuracy.

Available for all devices that support Integrated Scanning (available for Lexmark and Canon in late 2019; not available for Brother).



VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



FINANCIAL



TRANSPORTATION



COMMERCIAL



SMB



HEALTHCARE

NEW! ON-PREM OCR AND DOCUMENT PROCESSING PACK

The On-Prem OCR and Document Processing Pack is a required license that enables locally-hosted OCR in addition to PaperCut Cloud OCR. It can be purchased based on the amount of embedded MFDs or based on the customer's license. A customer must have active Maintenance & Support to place the order and to be eligible for any upgrades to the Pack in the future.

PRINT DEPLOY

PaperCut's Print Deploy takes the complexity out of print queue deployment by getting the right driver and right print queue to the right person in the right location, automatically.

What is Print Deploy?

It solves many complex challenges SysAdmins face today. With Print Deploy, print queues are automatically deployed as mobile staff move between branches, stores or campuses. It installs native drivers along with default settings like grayscale or duplex and finishing options like stapling and hole punching. Print Deploy is convenient because it doesn't matter whether users print to a server or directly to a printer in a print-serverless environment. By the time they've opened their document, print queues are already installed making them superefficient with no interruptions.

Print Deploy is available as a part of PaperCut MF and NG. The feature currently supports Mac and Windows computers, and computers that are not joined to a local domain (e.g. G Suite or Microsoft Azure AD).

3 Easy Steps



Clone



Configure



Deploy

ADVANCED PRINT ENABLEMENT PACK

PaperCut MF comes standard with Print Deploy for one location (IP address range), the Advanced Print Enablement Pack adds support for multiple locations (multiple zones with IP filtering). It can be purchased with a one-time flat-fee. A customer must have active Maintenance & Support to place the order and to be eligible for any upgrades to the Pack in the future.

NEW! PRINT DEPLOY SELF-SERVICE

IT admins can now choose to deploy printers that will automatically be installed or optionally installed by the user.

- 'Friendly' zone names that help users decide which printers to install based on where they are.
- The new Print Deploy client presents installed print queues and optional print queues and a configurable help menu.

VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



FINANCIAL



TRANSPORTATION



COMMERCIAL



SMB



HEALTHCARE

ACCOUNT SELECTION

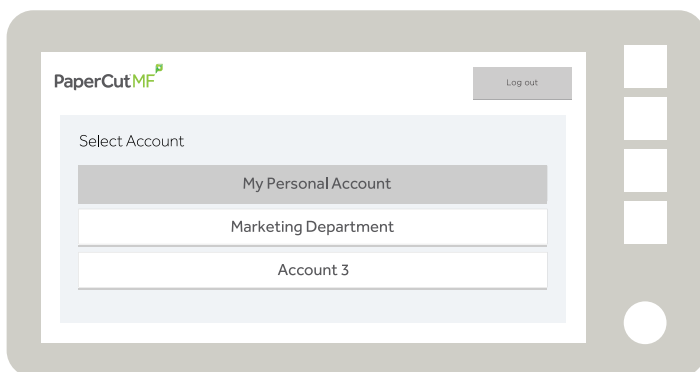
Charge to an account or client right at the device, even when printing from smartphones and tablets. Selecting accounts at your MFD makes life so much easier for mobile workforces and admins. Offer the flexibility to use any device to get work done.

Customers – SysAdmins, IT Managers, Decision Makers

- Flexibility to use any device to get work done
- Automatically available for users who use Mobility Print

End-Users – Print & Scan Users, Walk-Up Users, Guests

- Can select an account using any device (mobile or tablet)
- Can easily select an account at the device at one go



Supported Devices

- Fuji Xerox ApeosPort VI+
- HP OXP
- Konica Minolta i-Option
- Toshiba MDS
- Xerox Secure Access EIP 1.5+
- Ricoh SmartSDK (2.2.4)
- Sharp OSA (HTML Browser n2.0+)
- Kyocera

VERTICAL MARKET



EDUCATION



REAL ESTATE



LEGAL



LIBRARIES



TRANSPORTATION



COMMERCIAL



SMB



HEALTHCARE

EPIC/EMR INTEGRATION

It's a special app that's been co-engineered by PaperCut and Epic development. Used with Epic print systems to capture user credentials and provide secure print release and find-me printing as well as all other PaperCut features like Print Deploy and Mobility Print.

What it does?

The app is installed on a Windows print spooler so it can intercept the jobs and identify who they belong to. It is used in conjunction with a print provider from PaperCut on the same print server.

WHAT IT INTEGRATES WITH?

This app integrates with any Epic version 2018 or greater while the version of PaperCut MF must be 17.1 or greater because it utilizes Mobility print in the background.

TARGET AUDIENCE?

Healthcare systems running Epic v2018 or greater will be able to take advantage of the app.

HOW WILL IT BE PRICED?

Pricing is based on a per-server methodology. Any external print server hosted by the same EPS (Epic Print System) will need to have the app installed, priced per app. The app is in the Epic Orchard Gallery however purchased through ACDI.

HOW WILL IT BE SUPPORTED?

ACDI pre-sales Solution Architects are up to speed on the app and can obtain a trial of the app if required. The Epic integration app is not included in a "normal" trial license. Support will be provided by ACDI Professional Services.

VERTICAL MARKET

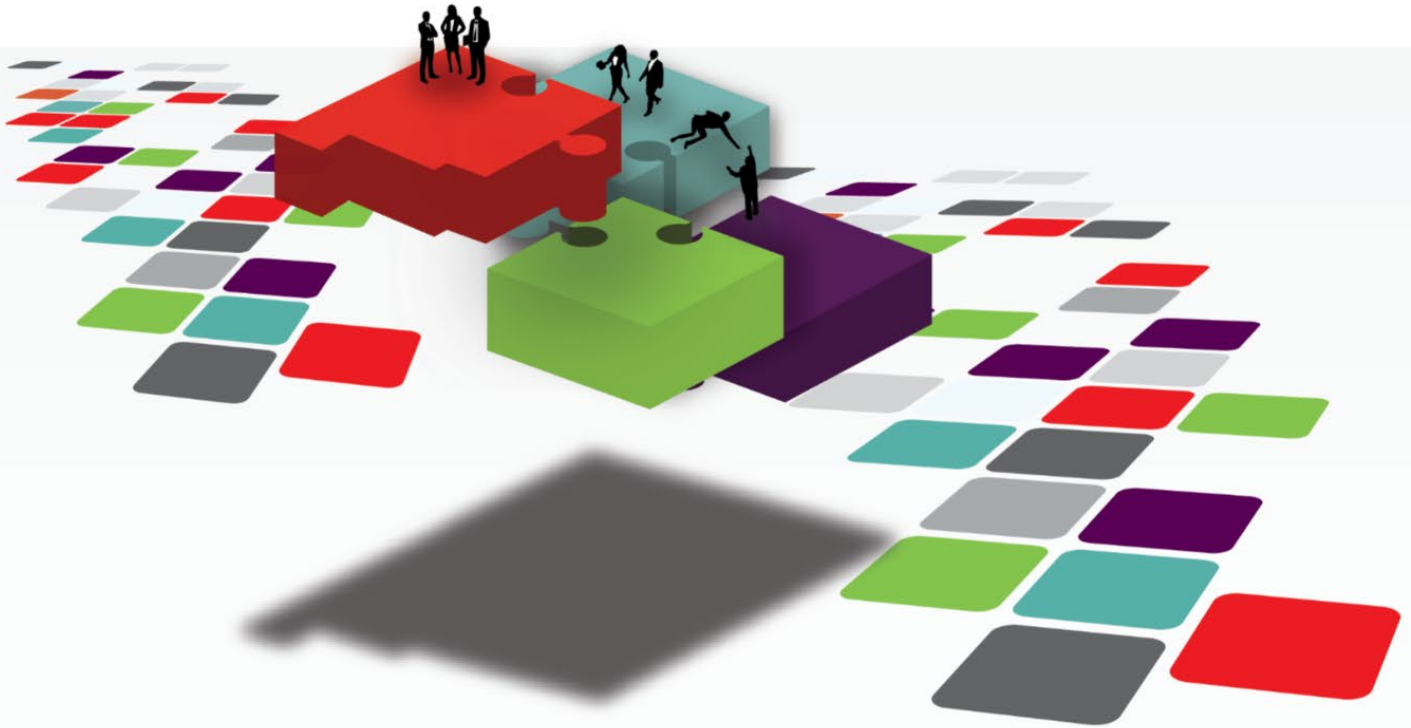


HEALTHCARE





OFFICE TECHNOLOGY WORKFLOW SOLUTIONS MANAGED IT AUDIO/VISUAL TECHNOLOGY



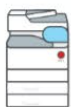
INVESTMENT STRATEGY

CLIENT: City of Las Cruces

PREPARED BY: Jocelyn Gorman

DATE: 12/02/2025

This document is PRIVILEGED AND CONFIDENTIAL intended only for the use of the Individual(s) and Company named above. All information within this document is valid for 30 days



PRINTERS
COPIERS
MFPS



INDUSTRIAL
& PRODUCTION
PRINT



MAILING &
DOCUMENT
HANDLING



MANAGED
PRINT SERVICES



MANAGED
IT SERVICES



VOIP
SOLUTIONS



SECURITY &
SURVEILLANCE



DOCUMENT
MANAGEMENT
SOFTWARE



AUDIO / VISUAL
SOLUTIONS

and more!

ACCOUNTABILITY. INTEGRITY. PASSIONABILITY. SELFLESS SERVICE. POSITIVITY.



THREE UNIQUES

1.0



FAMILY OWNED & OPERATED

“ Flexibility of a local, family-owned business, with the **resources of a national company.** ”

2.0



TRUST

“ Know that we will be there to **make it right** through high service levels from all employees. ”

3.0



SME – SERVANT-MINDED EXPERTS

“ Our priority is to **listen and serve.** ”

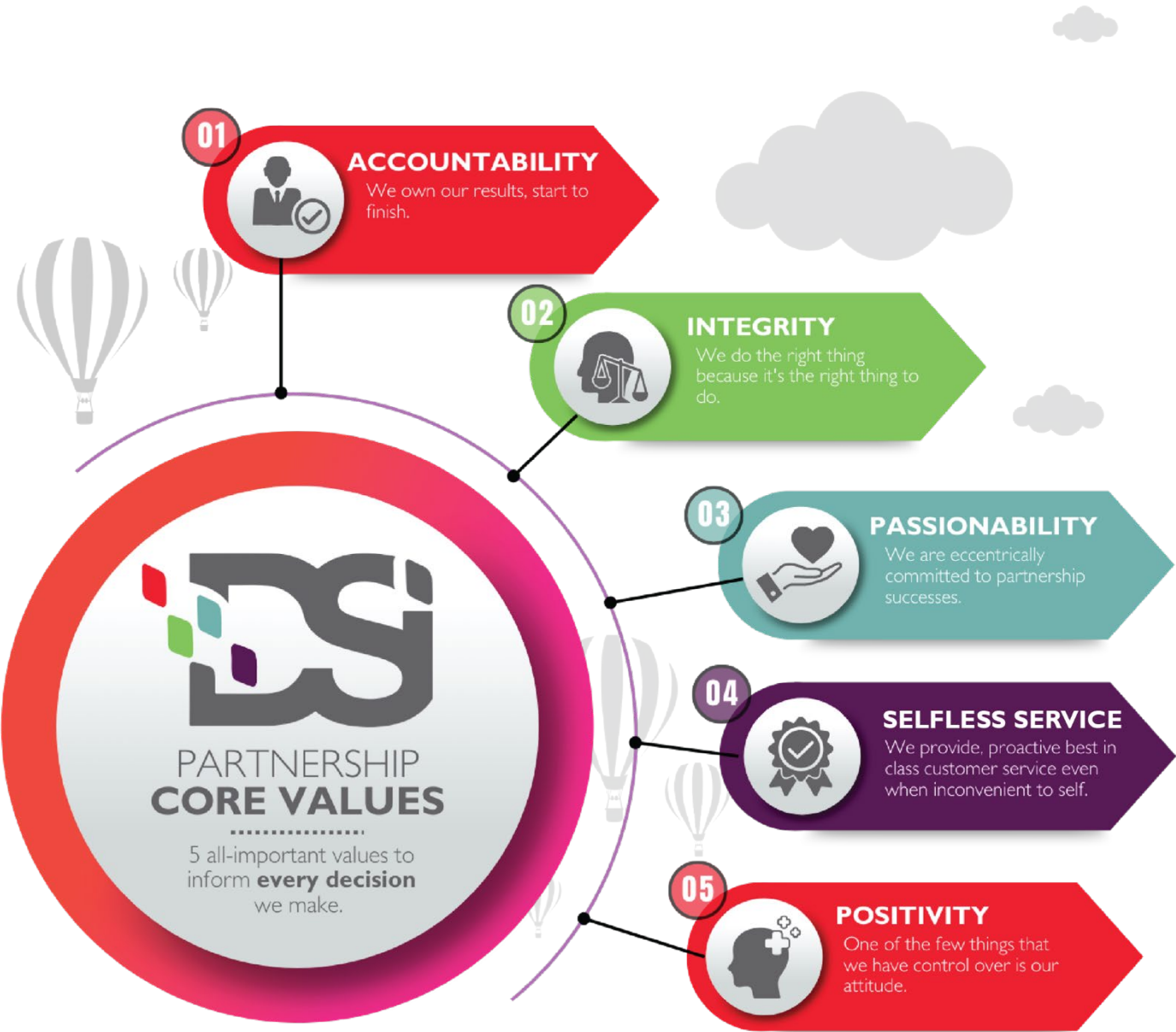
PURPOSE & CORE VALUES

PURPOSE / CAUSE / PASSION

Building strong partnerships and contributing to the successes of the communities we serve.

OUR NICHE

Solving customer's technology pain points through customized solutions within: Print, IT, Software, Audio Visual, and Security environments.





Project Installation Schedule





7.5 Project Installation Schedule

DSI's implementation approach is structured for speed, precision, and minimal disruption to daily operations. The timeline below outlines the recommended progression from kickoff through installation and training. Adjustments can be made based on the City of Las Cruces' departmental priorities and scheduling preferences.

Proven Performance Example:

DSI recently completed a citywide refresh for the City of Santa Fe, installing more than 85 multifunction devices in just 1.5 weeks. This project demonstrated DSI's ability to manage complex municipal environments efficiently while maintaining accuracy, communication, and user satisfaction.

Phase 1 – Project Kickoff and Discovery (Week 1)

- Conduct kickoff meeting with Purchasing, IT, Facilities, and Department Leads.
- Review existing fleet data, current service agreements, and operational challenges.
- Define success metrics, communication cadence, and reporting expectations.
- Identify which print management solution the City will move forward with.

Phase 2 – Site Assessment and Data Collection (Week 1)

- Perform all site assessments and data collection during the same week as the discovery call.
- Document equipment counts, usage volumes, network details, and site readiness.
- Establish baseline measurements for uptime, volume, and cost.

Phase 3 – Pre-Implementation Meeting with Key Stakeholders (Week 2)

- Review project scope, priorities, and departmental expectations.
- Validate access, network configurations, security, and delivery logistics.
- Confirm change-management plan, training approach, and timeline.



Phase 4 – Equipment Staging and Network Preparation (Week 3)

- Stage and configure all devices at DSI's warehouse for IP addressing, firmware updates, and testing.
- Pre-load City network settings to ensure plug-and-play readiness.
- Schedule staging completion in alignment with the City's preferred rollout speed.

Phase 5 – Deployment and Installation (Week 4 or sooner if City permits, completed in 1.5 – 2 Weeks)

- Deliver and install all devices across departments per the agreed rollout schedule.
- Complete on-site verification of print, scan, and fax functionality.
- Remove and recycle legacy equipment in accordance with environmental standards.
- Collect user sign-off at each location confirming operational readiness.

Phase 6 – End-User and Administrator Training (Concurrent with Installation)

- Provide hands-on training for users as devices are installed.
- Offer follow-up sessions for departments requesting additional instruction.
- Deliver quick-reference guides and workflow assistance for all end users.
- Transition City staff to normal operations and introduce DSI's service escalation process.

Schedule Flexibility:

DSI's project team can accelerate or phase deployment to meet the City's desired timeline. With the largest technical presence and local inventory in southern New Mexico, DSI can adjust resources to complete installation efficiently without compromising quality or user experience.



References & Performance of the Firm





THREE UNIQUES

1.0



FAMILY OWNED & OPERATED

“ Flexibility of a local, family-owned business, with the **resources of a national company.** ”

2.0



TRUST

“ Know that we will be there to **make it right** through high service levels from all employees. ”

3.0



SME – SERVANT-MINDED EXPERTS

“ Our priority is to **listen and serve.** ”



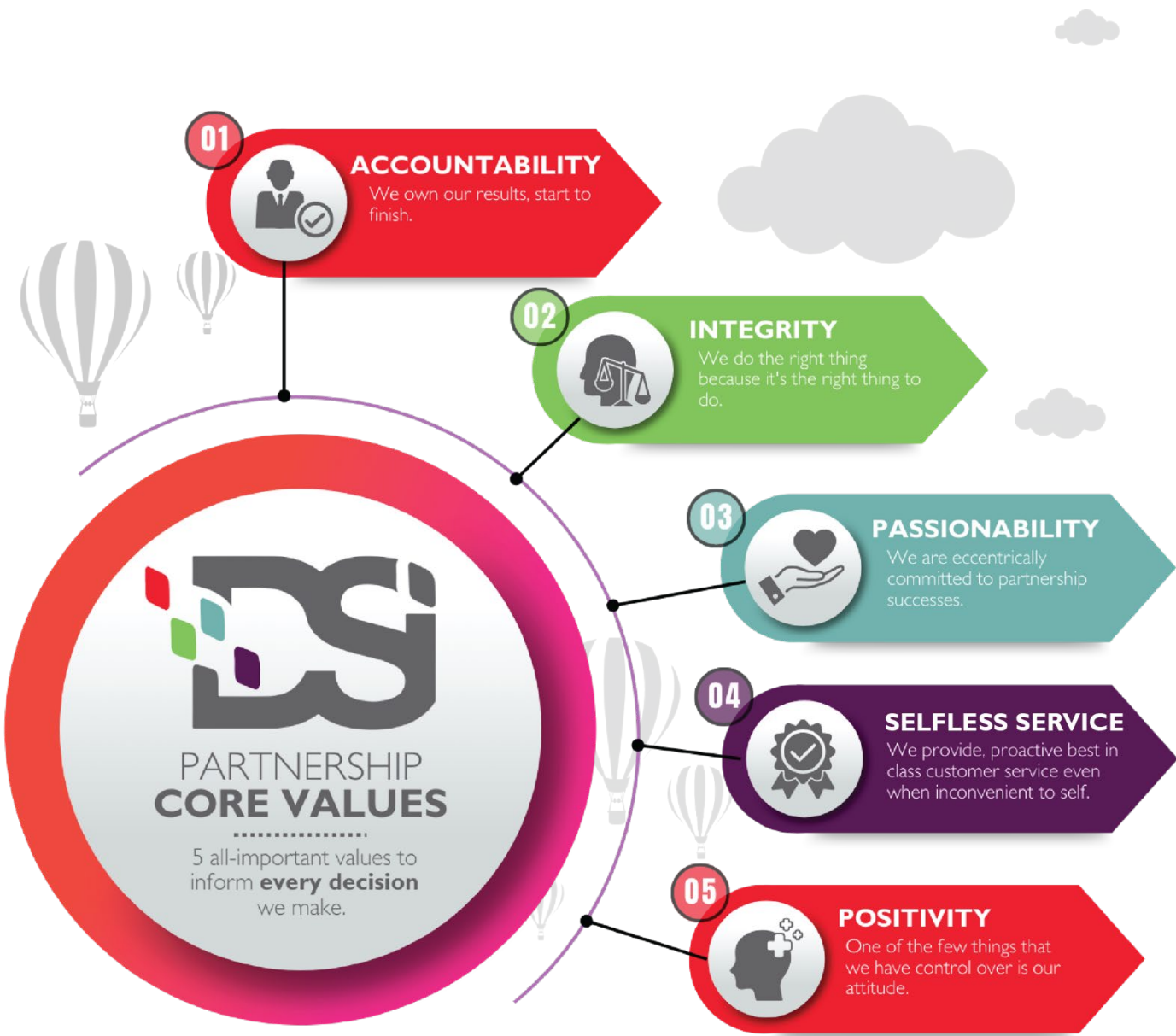
PURPOSE & CORE VALUES

PURPOSE / CAUSE / PASSION

Building strong partnerships and contributing to the successes of the communities we serve.

OUR NICHE

Solving customer's technology pain points through customized solutions within: Print, IT, Software, Audio Visual, and Security environments.





CLIENTS YOU MAY RECOGNIZE





Section 3 – References & Performance of the Firm

Overview

Document Solutions, Inc. (DSI) has provided Managed Print Services (MPS), copier fleet optimization, and document technology solutions across the State of New Mexico for more than 25 years.

We have a proven record of designing, implementing, and managing complex print environments for municipalities, healthcare systems, and county governments. Our approach emphasizes cost control, long-term reliability, and on-time project delivery aligned with client budget cycles and operational needs.

Our performance history demonstrates:

- **Experience:** Successful long-term partnerships across government, healthcare, and education sectors.
- **Cost Control:** Locked-rate programs and lease consolidation that create predictable budgets and eliminate unnecessary administrative effort.
- **Timeline Precision:** Projects completed on schedule and within fiscal-year timelines.
- **Accountability:** Data-driven reporting and quarterly reviews to ensure measurable performance.
- **Local Commitment:** Fully staffed New Mexico operations with all services performed in-house, never outsourced.

Reference I: City of Santa Fe

Client: City of Santa Fe, New Mexico

Location: Santa Fe, NM

Project Duration: 2018 – Present

Scope: Managed Print Services (MPS), Fleet Consolidation, Print Management Integration, Flat-Rate Cost Model, Audio Visual Support

Client Overview:

The City of Santa Fe previously maintained a fragmented print environment where each department independently managed copier leases, vendors, and budgets. The City required a strategic partner to standardize its fleet, improve oversight, and implement cost stabilization measures.

Initial Challenges:

- Multiple copier vendors and leases with misaligned end terms.
- Departmental budgets operating independently, creating unpredictable costs.

Agenda Item #6.2.



- Manual authentication and reporting processes consuming staff time.
- Need to align implementation schedules with fiscal-year budget cycles.

DSI's Approach:

- Fleet Standardization: Consolidated devices into two primary platforms for simplified management and supply control.
- Flat-Rate Budget Model: Established a locked annual budget that stabilized costs and simplified financial planning.
- Cost Control & Oversight: Centralized all departmental printing expenses under one managed contract for full visibility.
- Timeline Coordination: Scheduled rollouts and upgrades to align precisely with fiscal deadlines and departmental access windows.

Results:

- Centralized citywide print management replacing multiple departmental contracts.
- Fixed-cost model eliminated unpredictable spending and volume fluctuations.
- 85+ new MFPs installed citywide, with an additional 35+ scheduled for deployment next month.
- Achieved 100% compliance with fiscal-year schedule and budget targets.
- Partnership expanded to include audio-visual technology services, deepening DSI's role as a trusted solutions provider.

Client Contact:

Ramon Cameron | EUS Manager/ ITT Information Security

Phone: 505-629-9213

Email: rbcameron@santafenm.gov

Summary:

The City of Santa Fe partnership showcases DSI's ability to deliver budget-stable, citywide print standardization while coordinating with fiscal timelines and cross-departmental needs. The result: predictable costs, improved reporting, and greater efficiency across all municipal offices.

Reference 2: Lifepoint Hospitals dba Memorial Medical Center

Client: Memorial Medical Center (Lifepoint Hospitals)

Location: Las Cruces, NM

Project Duration: 2013 – 2025 (No longer an active client due to national acquisition)



Scope: Managed Print Services (MPS), Fleet Optimization, Supply Management, Hot-Swap Replacement Program

Client Overview:

Memorial Medical Center (MMC), part of Lifepoint Hospitals, is a regional healthcare facility serving southern New Mexico. The hospital needed to modernize its print environment to reduce IT workload and enhance reliability for clinical operations.

Initial Challenges:

- Over 350 A4 printers and 40 A3 MFPs across multiple locations.
- IT staff responsible for maintenance, supplies, and device tracking.
- Limited visibility into device performance and print costs.
- Downtime interruptions affecting non-clinical and administrative workflows.

DSI's Approach:

- Fleet Optimization: Standardized and right-sized the fleet for balanced workloads and cost efficiency.
- Full MPS Management: DSI assumed responsibility for all service, supply, and replacement management.
- Hot-Swap Replacement Program: Maintained ready-to-deploy backup devices to immediately replace any non-functioning unit.
- Proactive Support: Used analytics and predictive maintenance to identify service needs before failures occurred.
- Secure Network Integration: Partnered with MMC's IT department to ensure HIPAA-compliant configuration and authentication.

Results:

- Reduced annual print costs by more than \$30,000, per MMC's own internal analysis.
- Eliminated IT maintenance burden, allowing focus on higher-priority systems.
- Improved device uptime and user satisfaction across all departments.
- Maintained a successful 12-year partnership, ending only due to corporate acquisition.
- DSI remains a positive reference, which is a testament to our integrity and professionalism beyond contract completion.

Technical Environment:

Networked Konica Minolta and HP devices integrated with hospital security protocols and remote monitoring systems for automated supplies and service management.



Client Contact:

Carrie Spratford, HDIS FISO | Information Systems & Telecom Director

Phone: (575) 635-8586

Email: Carrie.Spratford@LPNT.net

Summary:

Memorial Medical Center's engagement demonstrates DSI's ability to deliver a comprehensive, data-driven MPS program that improved efficiency, reduced costs, and enhanced reliability across a complex healthcare environment.

Reference 3: Bernalillo County

Client: Bernalillo County, New Mexico

Location: Albuquerque, NM

Project Duration: 2020 – Present

Scope: Managed Print Services (MPS), Fleet Consolidation, PaperCut Implementation, Cloud Printing, Lease Streamlining, Digital Storefront (PageDNA)

Client Overview:

Bernalillo County consolidated multiple departments into a new central facility and sought a partner to modernize its print environment, standardize equipment, and reduce the complexity of managing dozens of independent leases and procurement processes.

Initial Challenges:

- Over 50 separate copier leases across departments and vendors, with varying end dates.
- Large numbers of desktop printers increasing costs and reducing efficiency.
- Departmental procurement inconsistencies and lack of centralized order control.
- Critical need to coordinate deployments with facility relocation and fiscal-year budgets.

DSI's Approach:

- Fleet Standardization: Installed 65+ new MFPs standardized to two core models for streamlined service and training.
- Print Management Implementation: Deployed PaperCut MF for user authentication, print tracking, and cloud "print from anywhere" functionality.
- Lease Consolidation: Reduced 50+ individual leases into two master agreements aligned to the County's fiscal-year cycles.
- Desktop Printer Reduction: Eliminated nearly all desktop devices, cutting consumable costs and improving security.



- Digital Storefront: Designed and implemented a countywide PageDNA storefront for print ordering, business cards, letterhead, and internal jobs—centralizing control and automating approvals.
- Procurement Simplification: Transitioned the County to utilize the NASPO state contract, reducing soft costs associated with repetitive RFP processes.

Results:

- Consolidated 50+ leases into two, saving significant administrative time and expense.
- Implemented a PageDNA digital storefront, enabling staff to easily order print materials and automate internal workflows.
- Delivered all project phases on time and within budget.
- Improved fiscal oversight, budget predictability, and compliance.
- Increased IT visibility and end-user satisfaction through streamlined access and support.
- Ongoing success under the NASPO contract ensures scalability and cost efficiency.

Technical Environment:

Standardized Sharp and Konica Minolta A3 MFPs integrated with PaperCut MF for print management and PageDNA for digital print ordering and workflow automation.

Client Contact:

Shaun Pena | Operations Manager

Phone: 505-379-6168

Email: shaunpena@bernco.gov

Summary:

Bernalillo County's project illustrates DSI's ability to manage complex, multi-departmental consolidations while achieving substantial cost and process efficiencies. By integrating PaperCut and a PageDNA digital storefront, DSI delivered a modern, data-driven MPS environment that continues to save money, improve accountability, and streamline operations.



Section Summary – Proven Cost Control and Project Execution

Across municipalities, healthcare networks, and county governments, DSI has demonstrated the expertise to deliver strategic, cost-stable, and precisely executed print management programs.

Our performance record includes:

- **Cost Stability:** Flat-rate programs and consolidated leases that eliminate budget volatility.
- **Soft-Cost Reduction:** Streamlined contract management and automated ordering systems.
- **Timeline Precision:** Every implementation completed on schedule, aligned with fiscal deadlines.
- **Accountability:** Transparent reporting and quarterly performance reviews with client leadership.
- **Sustainability:** Reduced energy use and consumable waste through fleet optimization.

For the City of Las Cruces, DSI will deliver the same disciplined, proven approach by leveraging our local team, advanced monitoring tools, and commitment to long-term partnership success.

ACCOUNTABILITY. INTEGRITY. PASSIONABILITY. SELFLESS SERVICE. POSITIVITY.



LOCAL TECHNOLOGY PARTNER

(888) 386-7834 | www.dsinm.com | [in](#) [f](#) [t](#) [i](#) [v](#)



DSI • 4121 PROSPECT AVE NE • ALBUQUERQUE, NM



PRINTERS

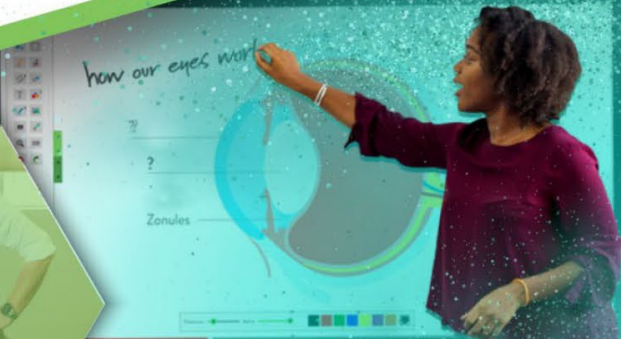
MANAGED IT

WORKFLOW

AUDIO / VISUAL

www.dsinm.com







CITY OF LAS CRUCES


































































































































































































































































































































































































































































DSI - Document
Solutions, Inc.



FLAT RATE OPTION

Konica Minolta Option

Qty	Model	Flat Rate/Device	
55	Bizhub C551i	\$247.50	Color Unit
41	Bizhub 551i	\$89.50	BW Unit

Includes
UNLIMITED color and BW pages
Base configuration (as shown)

Optional Accessories	Price per month
Fax Kit	\$9.00
Finisher	\$19.50
PaperCut License (5 yr svc)	See PaperCut Tab



C551i

WIDTH 24.2 inches DEPTH 27.1 inches HEIGHT 47.8 inches



1 x NEMA 5 - 15R

COLOR	B/W	PAPER SIZE	MAX PAPER CAPACITY (80g/m ²)
55	55	11 x 17	3750

OPTION LIST

Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Output Tray - OT-513 - OT-513	ACV0WY2	1
Paper Feed Cabinet - PC-416	AAV5019	1			

All pricing is based on 41 monochrome 55 ppm devices & 51 color 55 ppm devices

DSI reserves the right to increase flat-rate service costs if the City's actual monthly average print volume exceeds the provided volume by more than ten percent (10%) for three consecutive months.

Options are clearly show as optional accessories





DSI - Document
Solutions, Inc.



COST PER COPY OPTION

Konica Minolta Option

Qty	Model	Device	
55	Bizhub C551i	\$75.25	Color Unit
41	Bizhub 551i	\$73.50	BW Unit

CPC RATES-billed in arears	
Monochrome	\$0.0067
Color	\$0.038

Optional Accessories	Price per month
Fax Kit	\$9.00
Finisher	\$19.50
PaperCut License (5 yr svc)	See PaperCut Tab



C551i

WIDTH 24.2 inches DEPTH 27.1 inches HEIGHT 47.8 inches



1 x NEMA 5 - 15R

<u>COLOR</u>	<u>B/W</u>	<u>PAPER SIZE</u>	<u>MAX PAPER CAPACITY (80g/m²)</u>
55	55	11 x 17	3750

OPTION LIST

Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Output Tray - OT-513 - OT-513	ACV0WY2	1
Paper Feed Cabinet - PC-416	AAV5019	1			

Options are clearly show as optional accessories





DSI - Document
Solutions, Inc.



Product	Product Details	Qty
PCS-MFE100-5Y	PaperCut Subscription, MFD, EduGov, per device, 5 years	100
PCRemote-AdvServer	Advanced remote installation fee per server with PaperCut software includes: Configuration of Mobility Print, OCR, Fax Connectors, Payment Gateway and Print Deploy (3 Clients, up to 10 zones, and 10 print queues)	1
PCRemote-emb-100	Remote Installation fee per embedded	100
Onsite DSI Professional Services	Onsite implementation	100

5 Year Subscription - Monthly Payment

\$1,787.00



Jamex Vending Systems

9557B JPC+Copy kit-Bill & Coin Vend System for Copy and Print Vending

MP3000 FOR 9500

Annual Processing Subscription FreedomPay

WARRANTY, EXTENDED



Monthly Payment	\$142.50
-----------------	----------





DSI – Document
Solutions, Inc.

COST PER COPY OPTION

Sharp Option

Qty	Model	Device	
55	BP-71C55	\$99.75	Color Unit
41	BP-71M55	\$74.75	BW Unit
CPC RATES-billed in arears			
Monochrome		\$0.0070	
Color		\$0.043	

Optional Accessories	Price per month
Fax Kit	\$8.50
Finisher	\$29.00
PaperCut License (5 yr svc)	See PaperCut Tab

All pricing is based on 41 monochrome 55 ppm devices & 51 color 55 ppm devices

DSI reserves the right to increase flat-rate service costs if the City's actual monthly average print volume exceeds the provided volume by more than ten percent (10%) for three consecutive months.

Options are clearly show as optional accessories



SHARP

BP-71C55



WIDTH
24 inches

DEPTH
30 inches

HEIGHT
52 inches

REQUIRED
WIDTH
24 inches

REQUIRED
DEPTH
36 inches

REQUIRED
HEIGHT
52 inches



1 x NEMA 5-20R

COLOR
55

B/W
55

PAPER SIZE
11 x 17

MAX PAPER CAPACITY
(80g/m²)
3200

OPTION LIST

Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Center Exit Tray - BP-TU11	BP-TU11	1
Stand/550 + 2100 Split Tandem	BP-DE15	1			
Paper Drawer - BP-DE15					





DSI - Document
Solutions, Inc.

FLAT RATE OPTION

Sharp Option

Qty	Model	Flat Rate/Device	
55	BP-71C55	\$316.50	Color Unit
41	BP-71M55	\$92.25	BW Unit

Includes
UNLIMITED color and BW pages
Base configuration (as shown)

Optional Accessories	Price per month
Fax Kit	\$8.50
Finisher	\$29.00
PaperCut License (5 yr svc)	See PaperCut Tab

All pricing is based on 41 monochrome 55 ppm devices & 51 color 55 ppm devices

DSI reserves the right to increase flat-rate service costs if the City's actual monthly average print volume exceeds the provided volume by more than ten percent (10%) for three consecutive months.

Options are clearly show as optional accessories

SHARP

BP-71C55



WIDTH
24 inches

DEPTH
30 inches

HEIGHT
52 inches

REQUIRED
WIDTH
24 inches

REQUIRED
DEPTH
36 inches

REQUIRED
HEIGHT
52 inches



1 x NEMA 5-20R

COLOR
55

B/W
55

PAPER SIZE
11 x 17

MAX PAPER CAPACITY
(80g/m²)
3200

OPTION LIST

Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Center Exit Tray - BP-TU11	BP-TU11	1
Stand/550 + 2100 Split Tandem	BP-DE15	1			
Paper Drawer - BP-DE15					



Agenda Item #6.2.

Volumes provided by City of Las Cruces

Location	Mono AMV	Color AMV
2nd Floor, 135 E. Griggs Ave, Las Cruces, NM, 88001	1986	0
Municipal Court/ Judicial ComplexDownstairs, 135 E. Griggs Ave, Las Cruces, NM, 88001	2994	0
Police Dept/ Patrol, 217 E. Picacho Ave., Las Cruces, NM, 88001	3549	0
Police Dept/ Victims Assistance, 217 E. Picacho Ave., Las Cruces, NM, 88001	4022	0
City Manager's Office/Fleet / Catandeda Service CenterFront Office, 1501 E. Hadley Ave., Las Cruces, NM, 88001	1800	0
City Manager's Office/Fleet / Castandeda Service CenterParts Office, 1501 E. Hadley Ave., Las Cruces, NM, 88001	1662	0
Legal - Attorney's Office, 700 N. Main, Las Cruces, NM, 88001	6470	9248
Quality of Life - MuseumsMuseum of Nature & Science/Front Desk Area, 411 N. Downtown Mall, Las Cruces, NM, 88001	763	3089
Information Technology - Administration, 700 N. Main, Las Cruces, NM, 88001	1042	0
City Manager's Office - MVITT Downstairs, 300 W. Lohman Blvd., Las Cruces, NM, 88005	1611	1459
Public Works/ Streets Operations Streets Building/ Building I, 1501 E. Hadley Ave., Building I, Las Cruces, NM, 88001	1384	1638
Quality of Life - Museum of Art, 491 N. Main St., Las Cruces, NM, 88001	825	3156
Fleet Admin Office Bldg. C, 1501 E. Hadley Ave., Las Cruces, NM, 88001	321	1247
City Manager's Office - Mayor's Office Back Corridor, 700 N. Main, Las Cruces, NM, 88001	917	2416
Public Works/ Traffic OperationsTraffic/ Building H, 1501 E. Hadley Ave., Building H, Las Cruces, NM, 88001	680	654
Finance - Purchasing Front Hallway Ste.3100, 700 N. Main, Las Cruces, NM, 88001	2977	6963
Economic Development , 700 N. Main, Las Cruces, NM, 88001	3801	7031
Legal / City Clerk/Castaneda Service Center/Records, 1501 E. Hadley, Las Cruces, NM, 88001	275	0
Parks & Recreation/ Recreation Meerscheidt Recreation Center, 1600 E. Hadley Ave., Las Cruces, NM, 88001	4100	0
Police Dept/ Criminal Investigations/ Detectives, 217 E. Picacho Ave., Las Cruces, NM, 88001	2839	4126
Finance / Disbursements on the 3rd floor, 700 N. Main, Las Cruces, NM, 88001	17346	0
City Manager's Office - Facilities ManagementBuilding Operations 1st Floor, 700 N. Main, Las Cruces, NM, 88001	940	0
Utilities-City Hall Bldg, 1st floor , 700 N. Main, Las Cruces, NM, 88001	5859	8882
Upstairs 2nd floor, 336 S. Main St., Las Cruces, NM, 88001	792	2818
Human Resources / Adminstration Back Office, 700 N. Main, Las Cruces, NM, 88001	6930	0
City Manager's Office / Facilities ManagementMaintenance Shop - Bldg G Electrical, 1501 E. Hadley Ave., Building G, Las Cruces, NM, 88001	995	0
Parks& Recreation/Administration / Castaneda Service CenterBack Copy Room, 1501 E. Hadley, Las Cruces, NM, 88001	1791	0
Neighborhood Services/1st Floor/ Back Left Workstation, 700 N. Main, Las Cruces, NM, 88001	2273	3414
Finance - Accounting, 700 N. Main, Las Cruces, NM, 88001	652	1517
Legal - City Clerk, 700 N. Main, Las Cruces, NM, 88001	3079	3144
Legal - Risk Management , 700 N. Main, Las Cruces, NM, 88001	854	3871
Human Resources - AdministrationFront Office, 700 N. Main, Las Cruces, NM, 88001	7107	0
Quality of Life - Administration2nd Floor, 700 N. Main, Las Cruces, NM, 88001	1733	1523
Police Dept/ Administration, 217 E. Picacho Ave., Las Cruces, NM, 88001	1554	2400
Police Dept/Evidence, 217 E. Picacho Ave., Las Cruces, NM, 88001	5138	0
Parks & Rec/ Admin / Castandeda Service Center Front Office, 1501 E. Hadley, Las Cruces, NM, 88001	3186	6661
Public Works/ Traffic Operations/ Bldg. H, 1501 E. Hadley Ave., Building H, Las Cruces, NM, 88001	985	1192
Finance / Treasurer Cashier, 700 N. Main, Las Cruces, NM, 88001	2575	0
Parks & Recreation/Weed n Seed/ Fielder Safe HavenFelipe Brisen 575 -635 -6728, 906 N. Tornillo St., Las Cruces, NM, 88001	7689	4942
City Manager's Office - Office of Management & Budget Suite 3500, 700 N. Main, Las Cruces, NM, 88001	1386	2738
Information Technology/Radio Shop / Maintenance ShopBldg.G East End, 1501 E. Hadley Ave., Building G, Las Cruces, NM, 88001	435	0
Communications, 700 N. Main, Las Cruces, NM, 88001	546	749
Finance / Purchasing 3rd Floor, 700 N. Main, Las Cruces, NM, 88001	1812	0
Parks& Recreation/Maintenance/Castaneda Complex/Bldg.J, 1501 E. Hadley Ave., Building J, Las Cruces, NM, 88001	3386	0
Parks & Recreation/ JCP/Fielder Safe Haven, 890 N. Tornillo, Las Cruces, NM, 88001	2507	3833
Police Department / Holding AreaEast Mesa Public Safety Complex - Booking, 550 Sonoma Ranch Blvd, Las Cruces, NM, 88001	880	0
Quality of Life /Senior ProgramsMunson Senior Center /Front Desk, 975 S. Mesquite St., Las Cruces, NM, 88001	10164	0
Public Works / Administration Hallway across from Room 2118, 700 N. Main, Las Cruces, NM, 88001	1410	5548
Fire Department - Station 8 East mesa Public Safety Complex, 550 Sonoma Ranch Blvd, Las Cruces, NM, 88001	991	0
Police Department / Admin E. Mesa Public Safety Complex recep , 550 Sonoma Ranch Blvd, Las Cruces, NM, 88001	8133	0
Public Works - Admin Mailbox sorter unit, across from Room 2122, 700 N. Main, Las Cruces, NM, 88001	1552	3275
Police Dept. / Animal Services - Suite 2200East Mesa Public Safety Complex, 550 Sonoma Ranch Blvd, Las Cruces, NM, 88001	2010	0
Police Department / Special Services - Suite 2300East Mesa Public Safety Complex, 550 Sonoma Ranch Blvd, Las Cruces, NM, 88001	1280	3034
Quality of Life/ Senior ProgramsMunson Senior Center/ Back Office, 975 S. Mesquite St., Las Cruces, NM, 88001	1654	0
Utilities - Water Treatment JHWWTP, 2851 W. Armador, Las Cruces, NM, 88005	1026	2963
Police Department - CIS East Mesa Public Safety Complex, 550 Sonoma Ranch Blvd, Las Cruces, NM, 88001	429	1888
Utilities/ Water Quality LabJHWWTP, 2845 W. Amador , Las Cruces, NM, 88005	1317	2185
Public Works - Administration Front Desk 2nd Floor, 700 N. Main, Las Cruces, NM, 88001	1092	0
Quality of Life/ Senior Programs Munson Senior Center/ Front, 975 S. Mesquite St., Las Cruces, NM, 88001	3814	4980
Economic Development-Rio Grande Theatre, 211 N. Main St., Las Cruces, NM, 88001	2573	7177
EMS/Training/ Prevention Fire Training Facility, 1670 S. Valley Dr., Las Cruces, NM, 88005	5522	0
Fire Department - Fire Station 1, 201 E. Picacho, Las Cruces, NM, 88001	3429	0
Police Dept/ Records, 217 E. Picacho Ave., Las Cruces, NM, 88001	15810	0
City Manager's Office - Airport Admin, 8990 Zia Blvd., Las Cruces, NM, 88007	618	1727
Police Department/ Administration/ Reception, 217 E. Picacho Ave., Las Cruces, NM, 88001	1355	1800
Police Department - Evidence, 217 E. Picacho Ave., Las Cruces, NM, 88001	1637	1953
Police Department - Traffic, 217 E. Picacho Ave., Las Cruces, NM, 88001	1349	2062
Parks & Recreation / RecreationEast Mesa Rec Center, 5589 Porter, Las Cruces, NM, 88005	1145	0

Agenda Item #6.2.

Quality of Life - Senior ProgramsSage Cafe, 6121 Reynolds Dr, Las Cruces, NM, 88011	2890	0
Parks and Recs-Recreation ProgramsFrank O' Brien Papen Center, 304 Bell Ave., Las Cruces, NM, 88005	991	0
Quality Of Life - Senior Programs/ Eastside Community Center/ Back Office, 310 N. Tornillo St., Las Cruces, NM, 88001	5086	0
2nd Floor Tech services Office, 200 E. Picacho Ave., Las Cruces, NM, 88001	2393	5631
Utilities / Administration Complex - Front Desk, 680 N. Motel Blvd, Las Cruces, NM, 88007	1541	7570
Utilities/ Administration/ Utilities Complex/ Tanya, 680 N. Motel Blvd, Las Cruces, NM, 88007	946	5022
Police Department / Police AcademyAcademy, 300 N. Hermosa, Las Cruces, NM, 88005	1614	0
Utilities Complex / Administration , 680 N. Motel Blvd, Las Cruces, NM, 88007	14257	4677
Quality of Life/ Senior Programs/ Henry Benavidez Center, 1045 McClure Rd., Las Cruces, NM, 88007	1861	0
Police Department - Patrol, 217 E. Picacho Ave., Las Cruces, NM, 88001	1526	2698
Parks & Rec Dept. Front Desk, 304 Bell Ave., Las Cruces, NM, 88005	1060	2211
Natatorium, 1401 E. Hadley St., Las Cruces, NM, 88004	1531	3780
Utilities / Meter ReadingUtilities Complex , 680 N. Motel Blvd, Las Cruces, NM, 88007	526	0
Front Desk, 5195 Bataan Memorial West, Las Cruces, NM, 88012	1729	0
Utilities / Business Services Utilities Complex - Warehouse, 680 N. Motel Blvd, Las Cruces, NM, 88007	1232	0
Quality of Life - Museums/Branigan Cultural Center, 501 N. Main St., Las Cruces, NM, 88001	852	2753
3rd Floor - Suite 330City Auditor/Legal Dept./Internal Audit, 700 N. Main, Las Cruces, NM, 88001	541	2332
1st Floor - Layout Work Room 1117, 700 N. Main, Las Cruces, NM, 88001	3828	9965
City Manager's Office - MVITTUpstairs, 300 W. Lohman Blvd., Las Cruces, NM, 88005	465	443
Fire Station # 3 - Lieutnants OfficeRoom 107, 390 N. Valley Dr., Las Cruces, NM, 88005	1244	0
Records Department , 135 E. Griggs Ave, Las Cruces, NM, 88001	5075	0
Aquatics, 1401 E. Hadley St., Las Cruces, NM, 88004	1091	3501
Main Office, 3551 Bataan Memorial West, Las Cruces , NM, 88011	1028	1805
Vet Tech Area, 3551 Bataan Memorial West, Las Cruces , NM, 88011	1941	6491
Office G & H, 3551 Bataan Memorial West, Las Cruces , NM, 88011	410	3128
Front Desk, 3543 Bataan Memorial, Las Cruces, NM, 88011	1055	11323
Quality Of Life /Senior Programs/E Community Center/ Back Office, 310 N. Tornillo St., Las Cruces, NM, 88001	2010	7400
Hallway - Back Warehouse - near breakroom , 680 N. Motel Blvd, Las Cruces, NM, 88007	869	2717
	254350	210750



26-146

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: June 1, 2026
Drafter: Virginia Barela	Department: Financial Services

Title:	A RESOLUTION TO AWARD SERVICE AGREEMENTS FOR MUSIC AND EVENT MANAGEMENT SERVICES ON AN AS-NEEDED BASIS TO MELROSE & ASSOCIATES, LLC OF ALBUQUERQUE, NEW MEXICO AND DEGY CONSULTING SERVICES, LLC OF DELRAY BEACH, FLORIDA, IN A COMBINED AMOUNT NOT TO EXCEED \$300,000 ANNUALLY, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS, FOR A PERIOD OF FIVE (5) YEARS (PROCUREMENT NO. 25-26-040).
---------------	--

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

PURPOSE(S) OF ACTION:

To award Service Agreements for music and event management services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) holds a range of events for the purpose of enriching the lives of all Las Cruces residents, visitors, and businesses throughout the calendar year. The City requires services to assist with facilitating the logistics of the various events. These services may include, but are not limited to, production management, talent acquisitions and booking, on-site coordination, and general logistics and staffing.

On January 16, 2026, the City advertised Requests for Proposals for Procurement No. 25-26-040 for the purpose of identifying firms that can provide these services and enter into an agreement for a period of five (5) years.

The Purchasing program received proposals from Melrose & Associates, LLC of Albuquerque, New Mexico, and Degy Consulting, LLC of Delray Beach, Florida. Responses were evaluated and scored by a committee on March 10, 2026. The committee is recommending to award to both rated respondents.

While the Parks & Recreation Department will oversee most events that will be managed under this agreement, this agreement will be used citywide to meet the needs of all departments. Parks & Recreation is requesting that the City be allowed to procure music and event management services in a combined amount not to exceed \$300,000 annually, plus applicable taxes, subject to approved budget appropriations.

SUPPORT INFORMATION:

[Exhibit "A" 25-26-040 Service Agreement Degy](#)

[Exhibit "B" 25-26-040 Service Agreement Melrose](#)

PLAN(S):

Agenda Item #6.3.

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to award Service Agreements for music and event management services on an as-needed basis to Melrose & Associates, LLC of Albuquerque, NM and Degy Consulting, LLC of Delray Beach, FL, in a combined amount not to exceed \$300,000 annually, subject to approved budget appropriations, for a period of five (5) years.
2. Vote "No"; this will not approve the Resolution, and city Council will need to provide staff with alternative direction.
3. Vote to "Amend"; this will modify the Resolution based on City Council direction to staff.
4. Vote to "Table"; this will delay to award a service agreement for services and potentially negatively impact scheduled events which enrich the lives of residents, visitors, businesses.

Agenda Item #6.3.

RESOLUTION 26-146

A RESOLUTION TO AWARD SERVICE AGREEMENTS FOR MUSIC AND EVENT MANAGEMENT SERVICES ON AN AS-NEEDED BASIS TO MELROSE & ASSOCIATES, LLC OF ALBUQUERQUE, NEW MEXICO AND DEGY CONSULTING SERVICES, LLC OF DELRAY BEACH, FLORIDA, IN A COMBINED AMOUNT NOT TO EXCEED \$300,000 ANNUALLY, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS, FOR A PERIOD OF FIVE (5) YEARS (PROCUREMENT NO. 25-26-040).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) holds a range of events for the purpose of enriching the lives of all Las Cruces residents, visitors, and business throughout the year; and

WHEREAS, the City requires services assisting with facilitating the logistics of these events on an as-needed basis including, but not limited to, production management, talent acquisition and booking, on-site coordination, and general logistics and staffing; and

WHEREAS, on January 16, 2026, the City advertised Requests for Proposals for Procurement No. 25-26-040 for the purpose of identifying firms that can provide these services and enter into an agreement for a five (5) year period; and

WHEREAS, proposals were received from Melrose & Associates, LLC of Albuquerque, New Mexico and Degy Consulting, LLC of Delray Beach, Florida; and

WHEREAS, responses were evaluated and scored by a committee on March 10, 2026; and

WHEREAS, the committee is recommending to award to both rated respondents; and

WHEREAS, to meet the needs of the City, the Parks & Recreation Department is requesting that the City be allowed to enter into an agreement for a combined amount not to exceed \$300,000 annually, plus applicable taxes, subject to approved budget appropriations.

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

(I)

THAT the Resolution authorizing the City to enter in to Service Agreements for music and entertainment management services with Melrose & Associates, Inc. of Albuquerque, New Mexico and Degy Consulting Services, LLC of Delray Beach, Florida in a combined amount not to exceed \$300,000 annually, subject to approved budget appropriations, as shown in Exhibits "A" and "B", respectively, 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

Agenda Item #6.3.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of _____, 2026 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Degy Consulting Services, LLC, of 9826 Montpelier Dr, Delray Beach, FL 33446, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Oversight, administration, and facilitation of logistics of various events for the City of Las Cruces on an as-needed basis.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP No. 25-26-040 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

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

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement based upon pricing offered in CONTRACTOR'S proposal response. 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 upon completion of the project. 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 May 1, 2026 for a term of five (5) years through April 30, 2031.

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 thirty (30) 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 thirty (30) 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 three (3) 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. Commercial General Liability Insurance

- a. \$1,000,000 per occurrence / \$2,000,000 aggregate
- b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
- c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
- d. Coverage must be primary and non-contributory.
- e. Coverage must be per project or per location.
- f. Coverage must be on an occurrence form.
- g. Subrogation must be waived.
2. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.

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

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

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: Lisa Keller

With Copies to: Purchasing Manager

TO CONTRACTOR: Degy Consulting Services, LLC
 9826 Montpelier Dr
 Delray Beach, FL 33446
 ATTENTION: Caité Kendrick

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.

Agenda Item #6.3.

25-26-040

City of Las Cruces Music and Entertainment Event Management

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.

COMPANY NAME

CITY OF LAS CRUCES

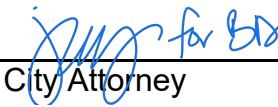
BY: _____
Ari Nisman
President/CEO

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 for BO 04/22/2026

City Attorney

EXHIBIT A

SERVICES

General Services

- A. The selected firm is needed to facilitate and coordinate the logistics of events. The City will retain final approval on any and all decisions needing to be made for all events.
- B. The respondent shall have at least five years of experience in production (entertainment bookings/production/event planning).
- C. The respondent shall possess documented administrative experience in the hiring and scheduling of talent.
- D. Invoicing/billing: the selected firm shall submit a weekly itemized invoice to the City, upon completion of each show date for services rendered. The invoice shall include administrative fee, performer's fee, out of pocket production cost, and NM Gross Receipts Tax.
 - 1. When payment for performers is required on same day of performance, awarded vendor(s) shall submit invoicing to the City with enough advance notice to review, authorize, and approve payment request
 - 2. The payment terms for the City of Las Cruces are Net 30, upon receipt of undisputed invoice. Awarded vendor(s) will be responsible for the initial financial liability of sub-contractors during the payment term.

Site Details

- A. The selected firm shall oversee, administer, coordinate, schedule, and pay the subcontractors for events.
- B. Subcontracts include, but are not limited to, talent, Master of Ceremonies (MC) services, DJ services, stage management services, stage crews, sound and light crews, stages (dependent on event and location) sound and lighting, music backline, fencing, signage, and staffing on an as needed basis.
 - 1. The City will make all final decisions on all talent and subcontractors.
 - 2. The City will reimburse the selected vendor for the cost of all subcontractors and pay an administrative fee.
 - 3. The City reserves the right to alter and approve the schedule and Acts, as it deems necessary.
- C. The City will:
 - 1. Provide funding for operations as stipulated and as authorized by the City Council.
 - 2. Provide the dates, locations, times, electricity, and security as necessary for the Contractor's proper execution of duties and responsibilities.
 - 3. City may provide a stage, dependent on event and location.
 - 4. Notify Contractor as far in advance as possible of any changes.



City of Las Cruces
 Outside Consultants
 OpenGov, Facilitator
 700 N. Main Street, Las Cruces, NM 88001

[DEGY CONSULTING SERVICES, LLC] RESPONSE DOCUMENT REPORT

RFP No. 25-26-040

City of Las Cruces Music and Entertainment Event Management

RESPONSE DEADLINE: February 10, 2026 at 4:00 pm

Report Generated: Tuesday, March 10, 2026

Degy Consulting Services, LLC Response

CONTACT INFORMATION

Company:

Degy Consulting Services, LLC

Email:

rfp@degys.com

Contact:

Caite Kendrick

Address:

9826 Montpelier Dr.
 Delray Beach, FL 33446

Phone:

N/A

Website:

www.degys.com

Submission Date:

Feb 10, 2026 1:41 PM (Mountain Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I 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.

Confirmed

2. Federal I.D. Number *

86-3995911

3. NM Tax & Revenue Dept. CRS

If not applicable, enter N/A as the response.

N/A

4. NM Resident Certificate from NM Tax and Revenue Department

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended, a respondent who submits, within its bid or proposal documents, a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for five (5) preference points as authorized by the statutes.

Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a “resident business” or “resident contractor”. Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

To receive a ten (10) point veteran preference, submit a Resident Veteran Business / Contractor certificate issued by the NM Tax & Revenue Department. **Effective July 1, 2016 per New Mexico House Bill 93, certificates issued under previous legislation are no longer valid.**

<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

No response submitted

5. Current NM Secretary of State Business ID #

Corporations Only

No response submitted

6. Current CLC Business Registration #

To receive five (5) points for local preference, submit a current copy of the respondent’s Business Certificate issued by the City of Las Cruces Community Development Department.

No response submitted

7. Technical Proposal Content - Evaluation Criteria No. 1 - Technical Approach

PROVIDE DESCRIPTION OF THE PROPOSED TECHNICAL APPROACH OF ALL PROFESSIONAL, TECHNICAL AND CUSTOMARY SERVICES PROVIDED*

7. TECHNICAL APPROACH

7.1 Proposed Technical Approach

Contract Term Acceptance: Degy Consulting Services LLC confirms acceptance of the five (5) year contract term as specified in RFP Section 1.F.

Experience Qualification: Degy exceeds the minimum five-year experience requirement with 28+ years of documented experience in entertainment production and talent booking, managing over \$25 million in annual talent procurement. Degy Consulting Services, LLC is an affiliate of Degy Entertainment.

Our Service Philosophy

We understand that successful municipal entertainment programming requires more than booking talent—it demands a strategic partner who can navigate complex logistics, manage diverse stakeholder expectations, and deliver consistent quality across varied event types. Our approach is built on three pillars:

- **Strategic Programming:** Data-driven talent selection aligned with community demographics and event objectives
- **Operational Excellence:** Comprehensive coordination of all event elements from contract execution through post-event analysis
- **Transparent Partnership:** Regular communication, detailed reporting, and collaborative decision-making with City staff

End-to-End Event Management Process

For each event in the Las Cruces portfolio, Degy Entertainment (Degy) will execute the following comprehensive process:

1. Research & Talent Recommendations

We analyze audience demographics, event objectives, and budget parameters to develop curated talent recommendations. Our team leverages relationships with major agencies (CAA, WME, UTA) to identify available artists across all genres—from national touring acts to emerging regional talent—ensuring diverse, engaging programming.

2. Contract Negotiation & Administration

Upon City approval, we negotiate artist agreements, manage all contract terms including technical riders, hospitality requirements, and payment schedules. We handle all contract administration, maintaining organized documentation for audit compliance.

3. Production Coordination & Vendor Management

We coordinate all production elements including sound, lighting, staging (Degy maintains relationships with multiple professional staging vendors and will procure complete stage systems when not provided by the City, as specified in RFP Section 3.2.C.3), backline equipment, and technical crews. Our team sources qualified subcontractors, negotiates competitive rates, and manages vendor relationships throughout the event lifecycle.

4. Advance & Logistics Planning

Weeks before each event, we conduct comprehensive advancement with artist management teams, covering technical specifications, load-in/load-out schedules, hospitality needs, and day-of-show logistics. We develop detailed production schedules coordinating all moving parts.

5. On-Site Event Execution

Degy personnel will be on-site for major events to serve as primary point-of-contact between artist teams, production crews, City staff, and venue management. We oversee load-in, soundcheck, artist hospitality, show execution, and load-out, troubleshooting issues in real-time.

6. Financial Management & Reporting

We submit weekly itemized invoices upon event completion, detailing all costs including performer fees, production expenses, administrative fees, and applicable taxes. Our transparent billing ensures complete budget visibility and facilitates efficient payment processing.

7. Post-Event Analysis & Continuous Improvement

Following each event, we conduct debrief sessions with City staff, gather artist and vendor feedback, and analyze outcomes to inform future programming decisions. This continuous improvement cycle ensures the Las Cruces entertainment portfolio evolves to meet community needs.

MAJOR TASKS TO BE ACCOMPLISHED*

7.2 Major Tasks to be Accomplished

The scope of work for Las Cruces entertainment management encompasses the following major task categories, each with defined deliverables and timelines:

Task 1: Annual Programming Strategy (Ongoing)

Deliverables:

- Quarterly talent landscape reports identifying trending artists and genre opportunities
- Annual event calendar recommendations optimizing scheduling and budget allocation
- Demographic analysis aligning programming with community composition
- Budget optimization strategies maximizing entertainment value

Task 2: Talent Procurement (Per Event)

Deliverables:

- Curated talent recommendations with availability confirmation and preliminary pricing
- Negotiated artist contracts with favorable terms and conditions
- Technical rider review and production requirement summaries
- Travel and hospitality coordination for performers

Timeline: Talent recommendations provided 90-120 days pre-event; contracts executed 60-90 days pre-event

Task 3: Production Management (Per Event)

Deliverables:

- Subcontractor sourcing and competitive bid solicitation
- Vendor contract negotiation and execution
- Technical specification coordination (audio, lighting, staging, backline)
- Load-in/load-out schedule development
- Crew coordination and staffing plans

Timeline: Production planning begins 60 days pre-event; vendor contracts executed 30-45 days pre-event

Task 4: Event Advancement (Per Event)

Deliverables:

- Artist advancement calls covering all technical and hospitality details
- Comprehensive production schedules (minute-by-minute day-of timelines)
- Vendor coordination meetings ensuring all parties aligned
- City staff briefings on event-day procedures
- Emergency contact lists and contingency protocols

Timeline: Advancement begins 14-21 days pre-event; final briefings 3-5 days pre-event

Task 5: On-Site Execution (Per Event)

Deliverables:

- On-site event management and artist liaison services
- Real-time coordination between all stakeholders
- Technical troubleshooting and problem resolution
- Artist hospitality oversight
- Vendor performance monitoring

Timeline: On-site presence from load-in through load-out for designated events

Task 6: Financial Administration (Ongoing)

Deliverables:

- Weekly itemized invoices with supporting documentation

- Budget tracking reports comparing projected vs. actual costs
- Vendor payment coordination
- Tax documentation and compliance support

Timeline: Invoices submitted within 3-5 business days post-event

A DETAILED STATEMENT OF SERVICES TO BE PROVIDED UNDER EACH TASK*

7.3 Detailed Statement of Services Talent Acquisition Services

Market Research & Artist Identification:

- Continuous monitoring of music industry trends, touring schedules, and artist availability
- Access to proprietary database tracking 50,000+ artists across all genres
- Relationships with major talent agencies (CAA, WME, UTA) enabling priority access
- Regional talent scouting identifying emerging artists appropriate for community events

Artist Evaluation & Recommendation:

- Demographic analysis matching artist appeal with Las Cruces community composition
- Budget-aligned recommendations ensuring fiscal responsibility
- Performance history review verifying artist reliability and audience engagement
- Multi-option proposals providing City flexibility in final selections

Contract Negotiation & Execution:

- Direct negotiation with artist representatives securing competitive rates
- Contract review ensuring terms protect City interests
- Technical rider analysis identifying production requirements and cost implications

- Hospitality clause negotiation balancing artist needs with budget constraints
- Payment schedule coordination aligned with City procurement processes

Production Management Services

Vendor Sourcing & Management:

When staging infrastructure is not provided by the City, Degy maintains relationships with professional staging vendors nationwide and can procure complete staging solutions as part of our comprehensive Production Management services.

- New Mexico-based production company identification and relationship development
- Competitive bid solicitation for sound, lighting, staging, and backline equipment
- Vendor qualification ensuring licensed, insured, and capable subcontractors
- Contract negotiation securing favorable terms and quality guarantees
- Performance monitoring and ongoing vendor relationship management

Technical Coordination:

- Audio system specification ensuring appropriate coverage for venue sizes
- Lighting design coordination matching artist preferences with venue capabilities
- Stage configuration planning (when not City-provided)
- Backline equipment procurement (instruments, amplifiers, monitors)
- Power requirement calculations and electrical coordination

Crew Management:

- Stage crew sourcing and scheduling (load-in, stage management, load-out)
- Technical crew coordination (audio engineers, lighting technicians)
- Labor scheduling optimizing costs while ensuring adequate staffing

- Crew briefings communicating event expectations and protocols

On-Site Coordination Services

Pre-Show Activities:

- On-site arrival 2-4 hours before load-in for designated events
- Vendor arrival coordination and load-in supervision
- Technical system checkout (sound, lighting, staging)
- Artist arrival management and hospitality coordination
- Soundcheck facilitation ensuring technical satisfaction

Show-Time Management:

- Stage management coordinating performer cues and timing
- Technical monitoring ensuring audio/visual quality
- City staff liaison addressing questions or concerns in real-time
- Artist escort and assistance as needed
- Problem-solving for unexpected issues (weather, technical, etc.)

Post-Show Activities:

- Artist departure coordination and final needs fulfillment
- Load-out supervision ensuring efficient teardown
- Equipment inventory verification with vendors
- Venue walk-through confirming proper condition
- Post-event debrief with City staff capturing lessons learned

A PROJECT TIME SCHEDULE*
EXAMPLE_PROJECT_TIME_SCHEDULE.pdf

8. Technical Proposal Content - Evaluation Criteria No. 2 - Qualifications/Competence

KEY PERSONNEL*

Provide the names of key personnel who will be assigned to provide the services described herein. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided.

8. QUALIFICATIONS AND COMPETENCE

8.1 Key Personnel

The Las Cruces contract will be supported by Degy's senior leadership team and dedicated operational staff, ensuring continuity, expertise, and responsive service throughout the five-year term.

Ari Nisman - President & CEO

Experience: 28+ years in entertainment and events industry

Areas of Competence:

- Strategic business development and client relations
- Talent buying and entertainment programming
- Contract negotiation with major talent agencies
- Government contracting and municipal partnerships

Time Allocated: 5-10% (strategic oversight, escalation support, key stakeholder engagement)

Ari founded Degy in 1996 and has overseen its growth into a premier global entertainment agency executing 3,000+ events annually. He maintains direct relationships with executives at CAA, WME, UTA, and Wasserman Music, providing unparalleled access to top-tier talent. Ari holds a degree in Communications from the University of Michigan.

Evan Schaefer, CSEP, CFEE - Chief Operating Officer

Experience: 15+ years in event operations and logistics management

Areas of Competence:

- Event operations planning and execution
- Vendor management and production coordination
- Team leadership and staff development
- Municipal and nonprofit event experience

Time Allocated: 15% (operational oversight, complex event support, quality assurance)

Evan brings extensive experience from leadership roles with the Arizona Super Bowl Host Committee, Downtown Tempe Community, and Arizona State University. He holds industry certifications as a Certified Special Events Professional (CSEP) and Certified Festival & Event Executive (CFEE), demonstrating mastery of event management best practices. Evan earned a B.S. in Higher Education Administration from St. Cloud State University.

Jeff Hyman - Vice President, Talent Buyer

Experience: 30+ years in live events and talent buying

Areas of Competence:

- Music, comedy, and speaker talent procurement
- Artist relations and negotiation
- Entertainment programming strategy
- Budget development and cost management

Time Allocated: 25% (primary talent buyer, contract negotiation, artist advancement)

Based in Malta, New York, Jeff has established himself as one of the industry's premier talent buyers with relationships spanning all major agencies and thousands of artists. Prior to joining Degy in 2010, he spent over a decade as Vice President at Auburn Moon

Agency. Jeff has received multiple Agent of the Year and Agency of the Year honors from NACA and APCA. He holds a B.S. in Marketing from York College of Pennsylvania and an MBA from Bloomsburg University.

Adam McMichael - Operations Manager

Experience: 14+ years in event logistics and project management

Areas of Competence:

- Production coordination and vendor management
- Logistics planning and execution
- Budget tracking and financial administration
- Team coordination and communication

Time Allocated: 30% (primary Las Cruces account manager, day-to-day coordination, vendor liaison)

Adam oversees logistics and project management for a wide range of Degy's live events. His background includes five years in higher education programming at Truman State University prior to joining Degy in 2020. He brings expertise in event operations, budgeting, design, and team leadership. Adam holds a BFA in Visual Communications with a minor in Business Administration from Truman State University and has received recognition with the Outstanding Advisor Award (2019-2020).

Caité Kendrick - Director of Business Development (Primary Contact)

Experience: 15+ years in military and municipal operations

Areas of Competence:

- Military and municipal operations management
- Event coordination and large-scale operations execution
- Ceremonies and protocol management
- Government contracting and compliance

Time Allocated: 20% (contract administration, City liaison, operational coordination)

Caité joined Degy in April 2025, bringing extensive military and municipal operations expertise. Prior to Degy, she served as Executive Officer to the Garrison Commander at Fort Bragg, where she coordinated major events, ceremonies, and large-scale operations for one of the U.S. Army's largest installations. Her 15+ years of experience in both military and city municipal settings provides deep understanding of government procurement processes, event logistics, and stakeholder coordination. Caité holds a B.S. in Recreation Management from the University of Northern Colorado. She will serve as the primary point of contact for Las Cruces staff, ensuring responsive communication and seamless coordination.

Eric Bakerman, CMA - Finance Manager

Experience: 15+ years in accounting and financial management

Areas of Competence:

- Financial administration and reporting
- Contract compliance and audit support
- Invoice processing and payment coordination
- Tax compliance and documentation

Time Allocated: 10% (invoicing, financial reporting, vendor payment coordination)

Eric manages all financial operations for Degy, ensuring accurate billing, transparent reporting, and compliance with contractual obligations. His Certified Management Accountant (CMA) credential demonstrates expertise in financial planning, analysis, and internal controls.

Supporting Team

In addition to the above key personnel, Las Cruces will benefit from support provided by:

- Chelsea Rhoads, Marketing Director: Artist promotional material coordination, social media content support
- Tiara Constantino, Director of Roster Operations: Artist database management, availability verification
- Aislinn Jones, Agent Assistant: Backup talent buying support, national act negotiations
- Brandon Oswald, Creative Director: Marketing asset development, event branding support

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*

Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

8.2 Principal Administration

Primary Contact for Contract Administration:

Caité Kendrick

Director of Business Development

Degy Consulting Services LLC

9826 Montpelier Dr, Delray Beach, FL 33446

Email: caite@degys.com

Office: (732) 818-9600

Mobile: 785-534-9563

Caité will serve as the single point of contact for all City communications, contract administration, and issue escalation. She maintains regular business hours (Monday-Friday, 9:00 AM - 5:00 PM EST) with emergency contact availability for time-sensitive event-related matters.

Subcontractors

Degy's approach emphasizes building relationships with qualified local and regional subcontractors to support Las Cruces events. Our subcontracting strategy prioritizes New Mexico-based vendors when possible, supporting the local economy while ensuring responsiveness and cost efficiency.

Anticipated Subcontractor Categories:

- Event Management: Local on-site coordination leading up to the event and day of event services.
- Audio/Visual Production Companies: Sound reinforcement, lighting, LED screens
- Staging Providers: Portable stage systems, riser decks, barricades
- Backline Equipment Rental: Musical instruments, amplifiers, monitor systems
- Staffing Services: Stage crews, runners, hospitality support
- Transportation: Local ground transportation for artists when required
- Hospitality Suppliers: Catering, green room supplies (as needed)

Subcontractor Qualification Process:

All subcontractors must meet the following minimum requirements:

- Valid business license/registration in New Mexico or adjacent states
- Proof of insurance meeting or exceeding City-required coverage levels
- Demonstrated experience with similar event types and scales
- Professional references from recent municipal or festival clients

Financial stability to perform without payment in advance

LOCATION(S) OF OFFICE(S)*

Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

8.3 Office Locations

Corporate Headquarters (Primary):

9826 Montpellier Dr, Delray Beach, FL 33446

Percentage of Work: 70%

All contract administration, financial management, talent booking, and strategic planning will be performed from Degy's Florida headquarters. This centralized operations model ensures consistent quality, direct access to senior leadership, and integration with Degy's nationwide event portfolio.

Field Operations (Las Cruces, NM):

On-Site at Event Venues

Percentage of Work: 30%

Degy personnel will travel to Las Cruces for on-site presence at designated major events (estimated 8-12 trips annually). This field work includes event-day management, vendor coordination, artist liaison services, and City staff support. All travel costs are incorporated into our fee structure and will be transparently documented in invoices.

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK*

Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

8.4 Professional Registration

Name: Degy Consulting Services LLC

President & CEO: Ari Nisman

Address: 9826 Montpelier Dr, Delray Beach, FL 33446

State of Registration: Florida

Florida Department of State Document Number: L20000146673

Federal Tax ID (EIN): 86-3995911

New Mexico Business Registration: Pending

Degy Consulting Services LLC is registered as a Florida Limited Liability Company in good standing. The firm operates nationally, providing entertainment services across all 50 states including extensive New Mexico experience at military installations (Kirtland AFB, Cannon AFB, Holloman AFB, White Sands Missile Range) and the Southern New Mexico State Fair & Rodeo in Las Cruces.

9. Technical Proposal Content - Evaluation Criteria No. 3 - Performance of the Firm

PREVIOUS WORK/REFERENCES*

Description and name of a total of three past contracts similar to the scope herein that have been completed by the firm including the name and telephone number of the contact person for each project.

Degy_Recommendation_Letter-_LL.pdf

Lett_of_Rec_Collide_Talent.pdf

9.1_Previous_Work_References.pdf

10. Technical Proposal Content - Evaluation Criteria No. 4 - Cost

PRICE TABLES

COST PROPOSAL

Please provide the percentage that will be charged for below listed services.

Line Item	Description	Unit of Measure	Percentage	No Bid
1	Production Management	Each	18%	
2	Talent Acquisition Fees	Each	10%	
3	Booking Fees	Each	10%	

Line Item	Description	Unit of Measure	Percentage	No Bid
4	On-Site Coordination	Each	18%	
5	Logistics/Staffing	Each	18%	
6	Administration Fee	Each	8%	

EXAMPLE PROJECT TIME SCHEDULE

Timeframe	Activities
Quarterly	Calendar planning meetings with City staff to review upcoming events, discuss programming direction, and align on budget priorities. Submission of quarterly performance reports.
90-120 Days Pre-Event	Talent research and artist recommendations submitted. City review and selection process. Preliminary budget estimates developed.
60-90 Days Pre-Event	Contract negotiation with approved artists. Production vendor sourcing and bid evaluation. Initial technical specifications reviewed.
30-60 Days Pre-Event	Production vendor contracts executed. Equipment specifications finalized. Marketing materials provided to City. Initial advancement calls with artist management.
14-30 Days Pre-Event	Detailed production schedules developed. Crew confirmed and scheduled. Comprehensive advancement covering all technical and hospitality requirements. City staff briefed on event-day procedures.
7-14 Days Pre-Event	Final confirmation calls with all vendors. Weather monitoring and contingency review. Final walk-through with City staff. Artist deposit payments processed (if applicable).
Event Day	On-site execution: Load-in supervision, soundcheck coordination, show-time management, load-out oversight. Real-time problem solving and stakeholder coordination.
1-5 Days Post-Event	Post-event debrief with City staff. Final vendor payments processed. Itemized invoice with supporting documentation submitted within 3-5 business days.
Ongoing	Regular communication with City staff. Artist landscape monitoring for future opportunities. Vendor relationship management. Documentation archiving.



Wednesday, October 17, 2025

To Whom it May Concern:

My name is Ben Kapanke and I am the General Manager of the La Crosse Loggers Baseball Club as well as the Facility Director for Copeland Park and Events Center.

I am writing this letter to recommend to my colleagues in other markets the value and partnership with Degy Entertainment. In the spring of 2018, we partnered with Degy Entertainment to start building the Venue into a viable concert venue for artists to perform.

From the moment we came together, we have been very impressed with how much of a partnership this is with Degy. They are more than just a buyer. They bring a level of expertise in regard to the booking of artists along with the marketing and promotion of the show itself. Their interests are in making the show successful, not just for the short term, but for the long term. This is visible with their marketing efforts pertaining to the Show, the commitment to making the Fan Experience exceptional at the Venue and pursuit of making it a community attraction through the booking and execution phase.

We have hosted 11 shows together in our time. We started together just as a one-off event that has now been built into a Concert Series that has had up to 3 shows annually. We can't imagine not being together on a show inside the venue.

I would highly recommend Degy Entertainment and their team to anyone looking to taking their venue to a different level.

Sincerely,

Ben Kapanke
General Manager
La Crosse Baseball LLC
Copeland Park and Events Center



To Whom It May Concern:

I have had the pleasure of working with Ari Nisman and the Degy Entertainment team for well over a decade in both my previous role as a booking agent at Creative Artists Agency (CAA) and in my current position within artist and influencer management. Throughout that time, I've found Degy to be among the most professional, trustworthy, and effective companies in the business.

Degy consistently demonstrates a deep understanding of talent buying, consulting, and event execution. Their attention to detail, transparency in negotiations, and commitment to artist and client success set them apart in an industry that demands both precision and creativity. Ari leads a team that operates with integrity and expertise, and they have built a well-earned reputation as one of the most respected independent agencies in the live entertainment space.

I have known Ari and his growing team for 15 years and what I respect most is that they all never hesitate to pick up the phone to have a conversation, to work through a deal, all for the good of their clients. Many people sit behind a desk and just forward an email. Degy is in the trenches, they are right there every step of the way, and I trust when they acquire a new client, those clients know they just decided to work with the best.

I strongly recommend Degy Entertainment for any partnership involving talent booking, event consulting, or live entertainment strategy.

Sincerely,

A handwritten signature in black ink, appearing to read "Sabrina Butera". The signature is fluid and cursive, with a large initial "S" and "B".

Sabrina Butera

9. PERFORMANCE AND REFERENCES

Degy's track record demonstrates consistent excellence in executing municipal entertainment programs, managing complex multi-event contracts, and building long-term partnerships with government entities. The three references below represent recent, comparable projects showcasing our capabilities in talent procurement, production management, and municipal service delivery.

Reference #1: La Crosse Baseball LLC / Copeland Park and Events Center

La Crosse, Wisconsin

Project Dates: 2018 - Present (Multi-year ongoing partnership)

Summary of Services:

Degy has partnered with La Crosse Baseball LLC since 2018 to transform Copeland Park and Events Center into a premier concert venue. What began as a single one-off event has evolved into the annual "Altra Rocks" concert series, hosting up to 3 major shows annually. Our scope encompasses talent procurement, contract negotiation, marketing and promotion support, show advancement, and on-site event coordination. This partnership demonstrates our ability to build sustainable entertainment programs that drive community engagement and generate off-season revenue for sports and recreation venues.

Contract Details:

- Annual Events: 11 shows delivered since 2018, with annual concert series of 1-3 major events
- Budget Range: Over \$1.3 million in contracted talent agreements
- Key Artists Booked: Billy Currington, Brett Young, Jimmie Allen, Theory of a Deadman, Three Days Grace, Seether, Bush, and numerous regional and touring acts
- Contract Type: Multi-year entertainment consulting partnership

Relevance to Las Cruces:

La Crosse demonstrates Degy's capability to build long-term entertainment partnerships with sports and recreation venues, transforming occasional events into sustainable concert series. This reference showcases our expertise in venue development, community-focused programming, strategic artist selection for diverse audiences, and our ability to create programs that generate significant off-season revenue—skills directly transferable to Las Cruces' diverse event portfolio. Ben Kapanke's letter of recommendation provides detailed insight into our collaborative approach and long-term partnership success.

Contact Person:

Ben Kapanke, General Manager, La Crosse Baseball LLC

Facility Director, Copeland Park and Events Center

Email: Ben@lacrosselogs.com

Phone: (608) 796-9553

Agenda Item #6.3.

Reference #2: University of Maryland Student Entertainment Events

College Park, Maryland

Project Dates: 2015 - Present (Multi-year ongoing partnership)

Summary of Services:

Degy serves as the primary talent buyer and event consultant for University of Maryland's premier student entertainment programming, including Maryland Day festival, Homecoming concerts, Spring Fling, and ongoing concert series. We provide strategic programming consultation, artist recommendations aligned with student preferences and budget parameters, contract negotiation, production coordination, and on-site event support. This partnership exemplifies our ability to deliver contemporary, diverse talent while managing institutional budget constraints and compliance requirements.

Contract Details:

- Annual Events: 8-12 major concerts and festivals
- Budget Range: \$350,000+ annually
- Key Artists Booked: Ludacris, Young Thug, Lil Yachty, Megan Thee Stallion, Quinn XCII, Valley, and numerous emerging artists
- Audience Scale: 1,000 - 15,000+ per event

Relevance to Las Cruces:

The Maryland partnership showcases our expertise in managing diverse event scales (intimate to large festivals), adapting to varied venue types, and maintaining long-term relationships through consistent quality and responsive service—directly applicable to Las Cruces' mixed portfolio of events.

Contact Person:

Austin Stalnaker

Director, Student Entertainment Events

Email: astal@umd.edu

Phone: (301) 314-7174

Agenda Item #6.3.

Reference #3: White Sands Missile Range Family and MWR

White Sands, New Mexico

Project Dates: 2020 - Present (Multi-year ongoing partnership)

Summary of Services:

Degy has provided comprehensive entertainment services for White Sands Missile Range's Morale, Welfare, and Recreation (MWR) program since 2020. Our services support troop morale and family community life through concerts, festivals, and special events tailored to military audiences. This partnership demonstrates our expertise in navigating military base protocols, security requirements, and the unique logistical considerations of Department of War installations.

Contract Details:

- Annual Events: 6-10 entertainment events annually for military personnel and families
- Budget Range: \$200,000+ annually
- Key Artists Booked: National touring acts, regional favorites, tribute bands, comedians, and family-friendly entertainers tailored to military demographics
- Venue: Various outdoor and indoor venues across White Sands Missile Range installation

Relevance to Las Cruces:

White Sands Missile Range is located approximately 45 miles from Las Cruces, making this reference particularly relevant to understanding the southern New Mexico entertainment market. This partnership demonstrates Degy's familiarity with the region, existing vendor relationships in the area, and proven ability to work within the unique regulatory and logistical framework of federal installations. Our experience serving military families—a significant demographic in the Las Cruces area—positions us to create programming that resonates with the community's values and interests.

Contact Person:

Summer Irvin, Business and Recreation Division Chief

U.S. Army Family & MWR White Sands Missile Range

Email: summer.s.irvin.naf@army.mil

Phone: (575) 678-1256

Additional Notable Clients

Beyond the three primary references, Degy maintains active relationships with numerous municipal, military, and institutional clients demonstrating consistent service excellence:

- Military Installations: Kirtland AFB (NM), Cannon AFB (NM), Holloman AFB (NM), Fort Campbell (KY), Naval Station Norfolk (VA)
- Universities: Arizona State University, University of Michigan, Penn State University, University of Florida
- Municipal Clients: City of Mobile (AL), City of Plymouth (MN), Southern New Mexico State Fair & Rodeo



CITY OF LAS CRUCES

SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of _____, 2026 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Melrose & Associates, LLC, of 4518 4th St NW, Albuquerque, New Mexico, 87107, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Oversight, administration, and facilitation of logistics of various events for the City of Las Cruces on an as-needed basis.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP No. 25-26-040 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

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

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement based upon pricing offered in CONTRACTOR'S proposal response. 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 upon completion of the project. 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 May 1, 2026 for a term of five (5) years through April 30, 2031.

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. Commercial General Liability Insurance

- a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
 - d. Coverage must be primary and non-contributory.
 - e. Coverage must be per project or per location.
 - f. Coverage must be on an occurrence form.
 - g. Subrogation must be waived.
2. Personal Auto Liability

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

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

18. INDEMNITY AND LIMITATION

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

19. APPLICABLE LAW

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

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

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY: City of Las Cruces
PO Box 20000
Las Cruces, NM 88004
ATTENTION: Lisa Keller

With Copies to: Purchasing Manager

TO CONTRACTOR: Melrose & Associates, LLC
4518 4th St NW
Albuquerque, NM, 87107
ATTENTION: Ramona Garcia-Blea

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.

MELROSE & ASSOCIATES, LLC

CITY OF LAS CRUCES

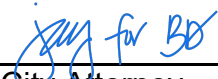
BY: _____
Ramona Garcia-Blea
Owner

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 04/13/2026

City Attorney

EXHIBIT A

SERVICES

General Services

- A. The selected firm is needed to facilitate and coordinate the logistics of events. The City will retain final approval on any and all decisions needing to be made for all events.
- B. The respondent shall have at least five years of experience in production (entertainment bookings/production/event planning).
- C. The respondent shall possess documented administrative experience in the hiring and scheduling of talent.
- D. Invoicing/billing: the selected firm shall submit a weekly itemized invoice to the City, upon completion of each show date for services rendered. The invoice shall include administrative fee, performer's fee, out of pocket production cost, and NM Gross Receipts Tax.
 - 1. When payment for performers is required on same day of performance, awarded vendor(s) shall submit invoicing to the City with enough advance notice to review, authorize, and approve payment request
 - 2. The payment terms for the City of Las Cruces are Net 30, upon receipt of undisputed invoice. Awarded vendor(s) will be responsible for the initial financial liability of sub-contractors during the payment term.

Site Details

- A. The selected firm shall oversee, administer, coordinate, schedule, and pay the subcontractors for events.
- B. Subcontracts include, but are not limited to, talent, Master of Ceremonies (MC) services, DJ services, stage management services, stage crews, sound and light crews, stages (dependent on event and location) sound and lighting, music backline, fencing, signage, and staffing on an as needed basis.
 - 1. The City will make all final decisions on all talent and subcontractors.
 - 2. The City will reimburse the selected vendor for the cost of all subcontractors and pay an administrative fee.
 - 3. The City reserves the right to alter and approve the schedule and Acts, as it deems necessary.
- C. The City will:
 - 1. Provide funding for operations as stipulated and as authorized by the City Council.
 - 2. Provide the dates, locations, times, electricity, and security as necessary for the Contractor's proper execution of duties and responsibilities.
 - 3. City may provide a stage, dependent on event and location.
 - 4. Notify Contractor as far in advance as possible of any changes.



CITY OF LAS CRUCES

City of Las Cruces
Outside Consultants
OpenGov, Facilitator
700 N. Main Street, Las Cruces, NM 88001

[MELROSE & ASSOC.] RESPONSE DOCUMENT REPORT

RFP No. 25-26-040

City of Las Cruces Music and Entertainment Event Management

RESPONSE DEADLINE: February 10, 2026 at 4:00 pm

Report Generated: Tuesday, March 10, 2026

Melrose & Assoc. Response

CONTACT INFORMATION

Company:

Melrose & Assoc.

Email:

melroblea@aol.com

Contact:

Ramona Garcia Blea

Address:

4518 Fourth St NW
Albuquerque, NM 87107

Phone:

(505) 345-8649

Website:

N/A

Submission Date:

Feb 10, 2026 3:37 PM (Mountain Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I 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.

Confirmed

2. Federal I.D. Number *

33-1633047

3. NM Tax & Revenue Dept. CRS

If not applicable, enter N/A as the response.

03676641000-GRT

4. NM Resident Certificate from NM Tax and Revenue Department

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended, a respondent who submits, within its bid or proposal documents, a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for five (5) preference points as authorized by the statutes.

Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a “resident business” or “resident contractor”. Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

To receive a ten (10) point veteran preference, submit a Resident Veteran Business / Contractor certificate issued by the NM Tax & Revenue Department. **Effective July 1, 2016 per New Mexico House Bill 93, certificates issued under previous legislation are no longer valid.**

<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

No response submitted

5. Current NM Secretary of State Business ID

Corporations Only

No response submitted

6. Current CLC Business Registration

To receive five (5) points for local preference, submit a current copy of the respondent’s Business Certificate issued by the City of Las Cruces Community Development Department.

No response submitted

7. Technical Proposal Content - Evaluation Criteria No. 1 - Technical Approach

PROVIDE DESCRIPTION OF THE PROPOSED TECHNICAL APPROACH OF ALL PROFESSIONAL, TECHNICAL AND CUSTOMARY SERVICES PROVIDED*

In the past, Melrose & Associates has been charged with multiple opportunities to manage large projects, Las Cruces Music in the Park being one of them for the past 20 years. Among some others included are local bars, numerous New Mexico colleges, city functions, wine festivals and the well-known New Mexico State Fair, as well as several casinos throughout all of New Mexico and the southwestern United States. Of note, 2025 Melrose & Associates will celebrated 32 years that we have produced, managed and

executed the City of Las Cruces 4th of July Celebration, all under the direct charge of the late Robert Blea, and following his death, we are led by Ramona Garcia-Blea.

During Robert's 19-year tenure as direct Administrator of this specific project, Melrose & Associates has consistently provided the program with quality local, regional and national acts while staying within budget, closely followed by Ramona's execution of the contracted events since his passing in 2023. It continues to be our mission to provide a variety of entertainment for the people of Las Cruces and the surrounding area. Our goal has been and will continue to be to provide this top-notch entertainment without repeating acts that have played recently in the geographical area.

The three specific criteria involved in placing groups aptly are: 1.) types of music or genres, 2.) cost of artist(s)/act(s), 3.) availability of artist(s)/act(s). When considering individuals/groups the above three conditions are set up on a type of point system to determine the most suitable acts or artists for a particular date and/or venue.

MAJOR TASKS TO BE ACCOMPLISHED*

Gathering dates and preferred entertainers/genres for each date from City of Las Cruces representative.

Collaboration with artist representatives, including obtaining appropriate contracts, tax documents, etc.

Organizing production needs by event, negotiations with local sub-contractors.

Booking or assist with booking travel and lodging for artists as needed.

Execution of event, to include on-site management as needed and payment to all appropriate parties.

A DETAILED STATEMENT OF SERVICES TO BE PROVIDED UNDER EACH TASK*

Our operational/management approach results from the following steps. Prior to contracting acts and finalizing the schedule, the City of Las Cruces representative provides us with venue locations for each date with corresponding times. After arranging a schedule of proposed artist(s)/act(s), that schedule is then sent back to the city representative for final review and approval. We then issue contracts to each individual/group to sign and return along with an IRS Form W-9. At this point we have then secured our artist(s)/act(s) and can continue forward with providing our personnel with details for sound, lights, emcee, stage manager, productions and operations for the season. Coordination of security is organized for each event date of the project.

Every contract is negotiated directly between the artist(s)/act(s) and Melrose & Associates, acting as a representative of the City of Las

Cruces. Details negotiated for the local and area acts are artist fees, show times, and production requirements only. For national and regional acts, additional negotiations include travel, lodging and meals. Artist(s)/act(s) and subcontractors are paid by check, after the completion of said performance, directly from Melrose & Associates. In turn, we submit documentation to the City of Las Cruces to be reimbursed for expenses incurred and administrative fees.

A PROJECT TIME SCHEDULE*
Project_Timeline.pdf

8. Technical Proposal Content - Evaluation Criteria No. 2 - Qualifications/Competence

KEY PERSONNEL*

Provide the names of key personnel who will be assigned to provide the services described herein. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided.

As Project Manager Ramona Garcia-Blea shall serve as the Principal Administrative Officer for the entirety of the City of Las Cruces Music and Entertainment Event Management. Ramona is the sole contact person designated for all parties, including but not limited to any and all artists, artist agents, the City of Las Cruces, and subcontractors.

Last year marked 49 years that Melrose & Associates played an active role in the New Mexico Music business as a prominent booking agency for various venues and artists of all capacities. Other qualifications comprise of: Primary Administrative Officer of Melrose & Associates Booking Agency for all new and ongoing contracts, partners in Unitz Sound Company and recording studio. As a lifelong resident of New Mexico that has worked with agencies and entertainers across the country to experience all aspects of the music business, I have the resources to continue to support the City of Las Cruces Music and Entertainment Event Management goals for the coming years as well as the experience and exposure to acts up to the international level. Some of the more widely recognized names in the music business that we have had the opportunity to work with include Big Head Todd, Randy Houser, Dennis DeYoung, Tower of Power, Willie Nelson, Selena, Night Ranger, Freddy Fender, The Righteous Brothers, and The Guess Who to name a few. One of the first notable events that I worked with Melrose to execute would be Gloria Estefan and Miami Sound Machine dating back to September 6, 1986.

It would be our pleasure to continue as the contracted entertainment firm on behalf of the City of Las Cruces Music and

Entertainment Event Management and continue to aid in the growth of the program as we have been a part of its development since 2004.

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*

Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Ramona Garcia-Blea

4518 Fourth St NW

Albuquerque, NM 87107

Office: 505-345-8649

Cell: 505-480-4359

Fax: 505-344-8922

LOCATION(S) OF OFFICE(S)*

Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

4518 Fourth St NW

Albuquerque, NM 87107

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK*

Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Ramona Garcia-Blea

4518 Fourth St NW

Albuquerque, NM 87107

Office: 505-345-8649

Cell: 505-480-4359

Fax: 505-344-8922

9. Technical Proposal Content - Evaluation Criteria No. 3 - Performance of the Firm

PREVIOUS WORK/REFERENCES*

Description and name of a total of three past contracts similar to the scope herein that have been completed by the firm including the name and telephone number of the contact person for each project.

References_MR_LC.pdf

10. Technical Proposal Content - Evaluation Criteria No. 4 - Cost

PRICE TABLES

COST PROPOSAL

Please provide the percentage that will be charged for below listed services.

Line Item	Description	Unit of Measure	Percentage	No Bid
1	Production Management	Each	20%	
2	Talent Acquisition Fees	Each	60%	
3	Booking Fees	Each	15%	
4	On-Site Coordination	Each	No Bid	X
5	Logistics/Staffing	Each	No Bid	X
6	Administration Fee	Each	5%	

[MELROSE & ASSOC.] RESPONSE DOCUMENT REPORT
RFP No. 25-26-040
City of Las Cruces Music and Entertainment Event Management

Agenda Item #6.3.

As far as a project timeline is concerned, both the calendar and fiscal years are taken into consideration when planning for these acts to be considered first so that the same acts performing aren't being duplicated in one season and secondly to fit satisfactorily into the budget of each fiscal year. Ideally, January 15 each year is our target date to begin the process for booking acts for that respective calendar year. Depending on the venue and acts being requested, the timeline would vary. Local acts for smaller venues are typically fully booked and contracted at least 45 days prior to the event, barring changes and approval by the City of Las Cruces. For larger events and national acts, it is preferred to have these fully contracted 90 days prior to the event.

Considering the start dates of the 2026 contracts and this evaluation process, this timeline can be negotiated and will be taken into consideration as well.

Agenda Item #6.3.

References

Liz Vega – 575-541-2167

Event Manager, Visit Las Cruces

Will Sadler – 575-639-0616

Sound tech, Hubbard's Music

Roman Chip – 575-621-0281

Local Emcee and Stage Manager

Kenny Arroyos – 575-649-2225

Local Production Coordinator and Operator

Todd Edkins – 505-235-4943

Entertainment Director of Route 66 Casino



26-147

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:

June 1, 2026

Drafter:

Adam Ochoa

Department:

Community Development

Title:

A RESOLUTION APPROVING THE REQUEST FOR A RESTAURANT A – BEER AND WINE LIQUOR LICENSE, NO. BLA-0000014916, WITH ON PREMISES CONSUMPTION AND WITH PATIO SERVICE TO NY PIZZA SLICE HOUSE, LLC., D/B/A NYP SLICE HOUSE, LLC., LOCATED AT 3290 RINCONADA BOULEVARD, LAS CRUCES, NM 88011.

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

PURPOSE(S) OF ACTION:

Approval of a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014916, with On Premises Consumption and with Patio Services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Pursuant to New Mexico Statutes, an application for approval of a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014916, with On Premises Consumption and with Patio Services, must be accompanied by a resolution of the City Council approving and consenting to the license after a public hearing.

NY Pizza Slice House, LLC., d/b/a NYP Slice House, LLC., applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico ("ABC"). The location for the license is at 3290 Rinconada Boulevard, Las Cruces, NM. 88011. ABC granted preliminary approval on April 17, 2026.

The City Council is required to hold a public hearing within 45 days after the date of receipt of the preliminary approval letter from ABC. A public hearing to review this issue is scheduled during the regular City Council meeting on Monday, June 1, 2026, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. Notice of this public hearing was published in the Las Cruces Sun-News on May 1, 2026, and May 17, 2026.

The Council may approve or disapprove the request for the liquor license. However, Council's disapproval must be based on substantial evidence that the license would adversely affect the health, safety, or welfare of the City of Las Cruces citizens.

The Council may also fail to either approve or disapprove the license. If Council fails to approve or disapprove the license within 30 days after the public hearing, the Director of the Alcoholic Beverage Control Division may give final approval of the license.

SUPPORT INFORMATION:

[Exhibit "A" - Alcohol and Gaming' s letter and the application.](#)

Agenda Item #7.1.

[Attachment "A" - Notice of Intent to Approve published.](#)

[Attachment "B" - Traffic Impact Report from the Traffic Engineering Section.](#)

[Attachment "C" - Fire and Safety Compliance Report from the Las Cruces Fire Department.](#)

[Attachment "D" - Liquor License Impact Zoning Report from Community Development.](#)

[Attachment "E" - Criminal Activity Report from the Las Cruces Police Department.](#)

[Attachment "F" - Business Registration Report from Community Development Department.](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve of and consent to the approval of a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014916, with On Premises Consumption and with Patio Services and the Alcohol Beverage Control will continue with the application process.
2. Vote "No"; this will not approve and must be based on substantial evidence that the liquor license would adversely affect the health, safety or welfare of the citizens of the City of Las Cruces.
3. Vote to "Amend"; this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.
4. Vote to "Table"; this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.

Agenda Item #7.1.

RESOLUTION 26-147

A RESOLUTION APPROVING THE REQUEST FOR A RESTAURANT A – BEER AND WINE LIQUOR LICENSE, NO. BLA-0000014916, WITH ON PREMISES CONSUMPTION AND WITH PATIO SERVICE TO NY PIZZA SLICE HOUSE, LLC., D/B/A NYP SLICE HOUSE, LLC., LOCATED AT 3290 RINCONADA BOULEVARD, LAS CRUCES, NM 88011.

The City Council is informed that:

WHEREAS, NY Pizza Slice House, LLC., d/b/a NYP Slice House, LLC., located at 3290 Rinconada Boulevard, Las Cruces, NM 88011, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico ("ABC") for a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014916, with On Premises Consumption and with Patio Services; and

WHEREAS, ABC granted preliminary approval for a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014916, with On Premises Consumption and with Patio Services; and

WHEREAS, pursuant to law, the application for a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014916, with On Premises Consumption and with Patio Services, must be accompanied by a resolution of the Las Cruces City Council approving of and consenting to the license after a public hearing upon reasonable notice of such hearing; and

WHEREAS, the City Council did on this date hold a public hearing after reasonable notice setting forth the required information concerning the public hearing. The City Council has considered the liquor license, and it has determined that the approval of same is not detrimental to the public health, safety, or welfare of the City of Las Cruces.

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

(I)

THAT a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014916, with On Premises Consumption and with Patio Services to NY Pizza Slice House, LLC., d/b/a NYP Slice House, LLC., located at 3290 Rinconada Boulevard, Las Cruces, NM 88011, as evidenced by ABC's letter and the application attached hereto as Exhibit "A", is hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #7.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip Sanchez, Director

April 17, 2026

Certified Mail No.: 7021 2720 0001 2204 5487

City of Las Cruces

Christine Rivera, CMC

PO Box 20000

Las Cruces, NM 88004

Email: crivera@lascruces.gov

Lic. No. /Appl. No.: BLA-0000014916

Name of Applicant: NY Pizza Slice House, LLC

Doing Business As: NYP Slice House, LLC

Proposed Location: 3290 Rinconada, Las Cruces, NM 88011

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee.
- (B) The action proposed to be taken.
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or license”, we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing.
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

Agenda Item #7.1.

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing.

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A RESTAURANT A – BEER AND WINE LICENSE WITH ON PREMISES CONSUMPTION AND WITH PATIO SERVICE.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves of the issuance or transfer of the license, it shall notify ABC within thirty (30) days, setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Trinidad
Alderete

Digitally signed by Trinidad
Alderete
Date: 2026.04.17 15:58:40 -06'00'

Trinidad Alderete

Hearing Officer

NM Regulation & Licensing Department

Alcoholic Beverage Control Division

Phone: (505) 469-3172

Email: trinidad.alderete@rld.nm.gov

Enclosures:

1. Page 1 (Business Information Page) *(must be signed and returned w/notices of publication)*
2. Page 2 of the Application (Premises Information Page)
3. Copy of the Zoning Statement
4. Copy of Floor Plan

Agenda Item #7.1.



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000014916



Business Information

Business Information

Business Name: NY Pizza Slice House, LLC
Business Structure: Limited Liability Company
State Tax ID Number: XX-XXXXXX3-00-3
Business Email: nypizzaslicehouse@yahoo.com

Type of Business: Alcohol
FEIN: XX-XXX8935
Business Phone: 5756498157

Contact Person Information

Contact Person Name: Jessie Carreon
Contact Person Email: jessie@1stvalley.com

Contact Person Phone: 5756498157

Business Mailing Address

Mailing Street: 1088 Fran Drive
Mailing State: NM
Mailing Country: US

Mailing City: Las Cruces
Mailing Zip Code: 88007

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20_____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____

Agenda Item #7.1.



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000014916



Premises Information

Premises DBA

Premises Doing Business As (DBA): NY Pizza Slice House, LLC

Proposed Premises Physical Address

Physical Street: 3290 El Rinconada

Physical City: Las Cruces

Physical Zip Code: 88011

Physical State: New Mexico

Physical County: Dona Ana

Local Option District: Las Cruces

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Specify Owner(s) of the land and building: Jessie Carrion

Specify Date and Terms of Lease/Operating Agreement: 5 year lease. November 1, 2025 - October 31, 2030

Zoning

Is the proposed premises location zoned? Yes

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1): C-3

Distance from nearest School

Name of School: Dona Ana Branch Community College

School Street: 2800 Sonoma Ranch

School City: Las Cruces

School State: New Mexico

School Zip Code: 88011

School Country: United States

School Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Sonoma Springs Covenant Church

Church Street: 3940 Sonoma Springs

Church City: Las Cruces

Church State: New Mexico

Church Zip Code: 88011

Church Country: United States

Church Distance (in feet): More than 400 but less than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Agenda Item #7.1.



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000014916



Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

- ☒ A license has never been issued to the location of the proposed premises.
- ☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
- ☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
- ☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No



STATEMENT OF ZONING

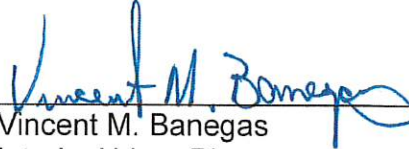
The property located at 3290 Rinconada Blvd., and having an Account ID Number of R1907142 in Las Cruces, New Mexico, is zoned as follows:

NH-3S (Neighborhood - 3 Suburban District)

Comments: The NH-3S district is a transitional zone between residential and nonresidential areas that promote interconnectivity and walkability within the district while ensuring compatibility with adjacent districts. Vertical mixed-use, retail, commercial, and office uses are appropriate in this district when appropriately integrated with nearby residential uses, ensuring that they complement and do not negatively impact the residential character of the adjacent districts. The land uses are dispersed among distinct residential neighborhoods, retail centers, office parks, and industrial uses. While development intensities may vary, suburban places favor segmented land uses with transitions between development types over the blending of differing uses in a single site. Bars, Tap/Tasting Rooms, and Restaurants that serve alcohol/liquor are permitted uses in the NH-3S zoning district and may be subject to use based standards per the Realize Development Code and all applicable State requirements.

The above-described property located in the City of Las Cruces, New Mexico, has been reviewed and found to be zoned as indicated above in accordance with the Las Cruces Zoning Atlas. Accordingly, I do hereby approve and issue this Statement of Zoning.

December 3, 2025
Date


Vincent M. Banegas
Interim Urban Planner

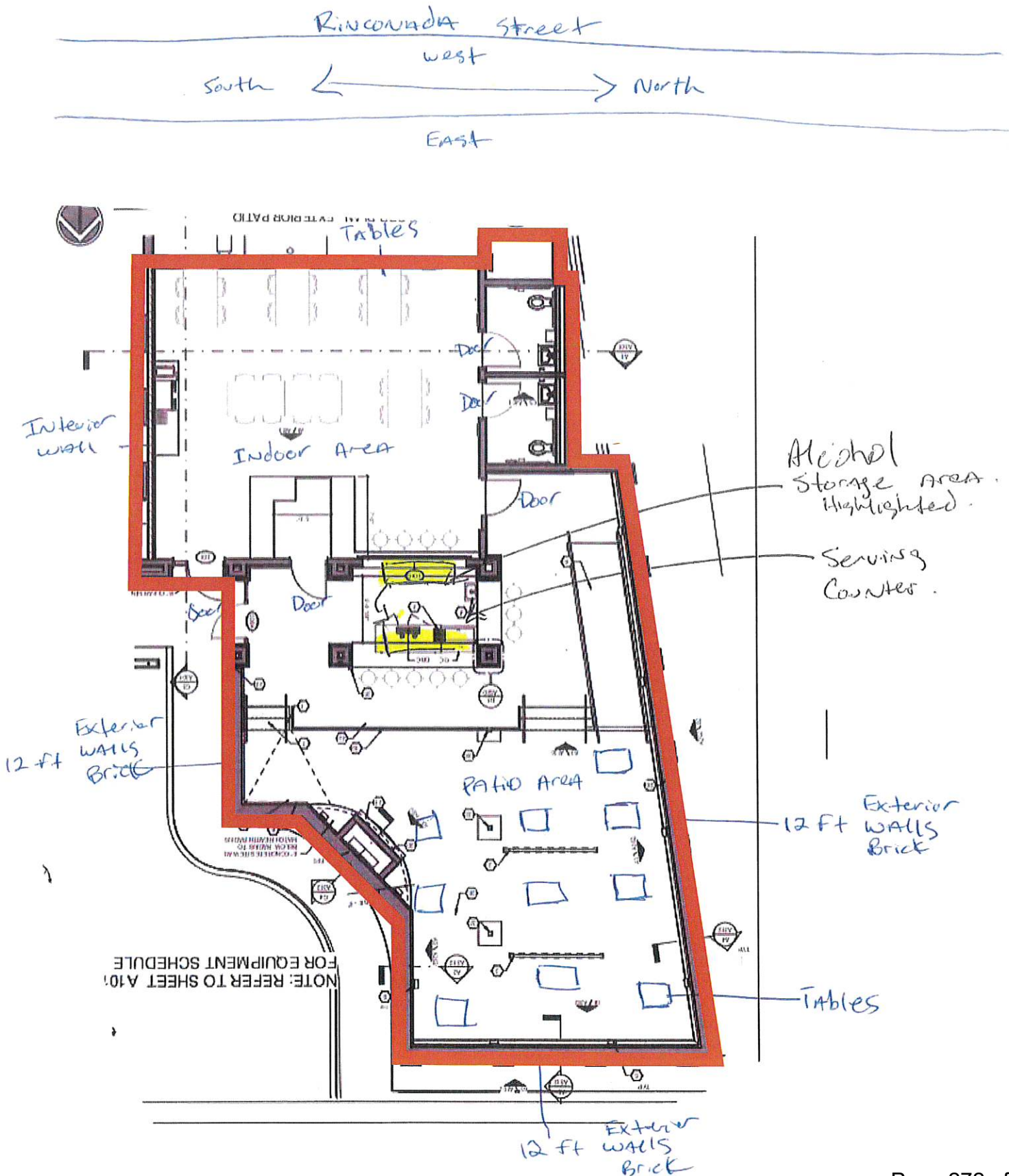
Please be advised that the information presented on this document is taken from the City of Las Cruces Zoning Atlas. Nothing shall prevent the City of Las Cruces from amending this information if review of the Zoning Ordinance shows the Atlas to be in error.

Agenda Item #7.1.

2,500 Square Feet, = Total Square Footage.

1,000 Square Feet = PATIO AREA

1,500 Square feet = Interior Area.



Account Number:	1361141
Customer Name:	Clc Planning Dept
Customer Address:	Clc Planning Dept Po Box 20000 Las Cruces NM 88004-9002
Contact Name:	_ DEFAULT
Contact Phone:	
Contact Email:	
PO Number:	26200022

Date:	04/20/2026
Order Number:	12270165
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	42.0000
Height in Inches:	4.0500

Print

Product	#Insertions	Start - End	Category
LSN Las Cruces Sun-News	2	05/01/2026 - 05/17/2026	Govt Public Notices
LSN lcsun-news.com	2	05/01/2026 - 05/17/2026	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$64.40
Tax Amount	\$5.41
Service Fee 3.99%	\$2.79
Cash/Check/ACH Discount	-\$2.79
Payment Amount by Cash/Check/ACH	\$69.81
Payment Amount by Credit Card	\$72.60

Order Confirmation Amount	\$69.81
---------------------------	---------

Ad Preview

**NOTICE OF INTENT TO
APPROVE THE
FOLLOWING ITEMS:**

Notice is hereby given that the Las Cruces City Council will hold a Public Hearing to discuss approval or disapproval of a Restaurant A – Beer and Wine License with On Premises Consumption and with Patio Service, Liquor License No. BLA-0000014916, for NY Pizza Slice House, LLC, D.B.A. NYP Slice House, LLC, located at 3290 Rinconada Boulevard, Las Cruces, NM. 88011.

The Public Hearing will be held as part of the regularly scheduled meeting of the City Council on Monday, June 1, 2026, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. If passed, the Director of the Alcoholic Beverage Control Division of the State of New Mexico Regulation & Licensing Department may approve the issuance of the license.

Witness my hand and seal this on the 20th of April 2026.

Christine Rivera, MMC
City Clerk
#12270165, Sun News
May 01 & May 17, 2026

**MEMORANDUM**

To: Adam Ochoa, Senior Urban Planner

From: Gary Skelton, P.E., Engineer **Initials:** GS

Date: April 20, 2026

Subject: Traffic Investigation Report – Restaurant A – Beer and Wine License with On-Premises Consumption and Patio Service application
Location: 3290 Rinconada Boulevard, Las Cruces, NM 88011
Applicant: NY Pizza Slice House, LLC

As requested, Traffic Engineering has completed a traffic investigation for a Restaurant A – Beer and Wine License with On-Premises Consumption and Patio Service application for the NY Pizza Slice House, LLC operating at 3290 Rinconada Boulevard. The following information is submitted for review:

- The property at 3290 Rinconada Boulevard is bordered by Rinconada Boulevard the west and Avenida Carmen to the north. According to the Mesilla Valley MPO Traffic Flow Map, the most current traffic volume on Rinconada Boulevard near this location is approximately 5,056 vehicles per day. There is no traffic volume available for Avenida Carmen.
- The Mesilla Valley MPO classifies Rinconada Boulevard as a minor arterial road. Avenida Carmen is not classified by the Mesilla Valley MPO and is considered a local road. All roadways primarily serve commercial use near the subject location.
- The property has one access point on Avenida Carmen that provides access to the onsite parking facilities. However, there is a shared access point with private property to the south. No sight distance or operational problems are currently known at the driveway.
- The speed limit on Rinconada Boulevard is 35 mph near the subject property, while the speed limit on Avenida Carmen is 30 mph. Speed limits on all other adjacent roads range from 25 to 40 mph near the subject property.

The approval of the Restaurant A – Beer and Wine License with On-Premises Consumption and Patio Service application at this location does not appear to adversely impact traffic operations along the roadway segment. Feel free to contact me at 575-541-2561 with any questions.

From: [Michael Danner](#)
To: [Adam Ochoa](#); [Soogyu Lee](#); [Gary Skelton](#); [Daniel Balderrama](#); [FD-Prevention](#); [Elena Sanchez](#); [Sean Mullen](#); [Eric Urenda](#); [Jeremy Story](#); [Jackie Baylon](#); [Minerva Romero](#); [Edna Espinoza](#); [Kendle Arellano](#)
Cc: [Chris Faivre](#); [Dania Soto](#); [Sara Gonzales](#)
Subject: RE: Liquor License Review,
Date: Monday, April 20, 2026 4:02:00 PM
Attachments: [image002.png](#)
[image003.png](#)

Fire approves with no comments.

Michael Danner, F111

Lieutenant/LEO/Prevention Bureau/Las Cruces Fire Department

Direct: (575) 528-4049 / TTY 711

Main: (575) 528-3473 / TTY 711

mdanner@lascruces.gov

**CITY OF LAS CRUCES**

From: Adam Ochoa <aoschoa@lascruces.gov>

Sent: Monday, April 20, 2026 11:11 AM

To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; FD-Prevention <FD-Prevention@las-cruces.org>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; Minerva Romero <mingarcia@lascruces.gov>; Edna Espinoza <eespinoza@lascruces.gov>; Kendle Arellano <kmcllurg@lascruces.gov>

Cc: Chris Faivre <cfaivre@lascruces.gov>; Dania Soto <dasoto@lascruces.gov>; Sara Gonzales <sgonzales@lascruces.gov>

Subject: Liquor License Review,

Good Morning,

NY Pizza Slice House, LLC, D.B.A. NYP Slice House, LLC, has filed an application for a Restaurant A – Beer and Wine License with On Premises Consumption and with Patio Service, Liquor License No. DIS-0000014916.

Please see the attached application. Please provide liquor license reports to me no later than Monday, April 27, 2026. Thank you.

Adam Ochoa, CZO

Senior Urban Planner/Community Planning/Community Development Department

Direct: 575-528-3204 / TTY 711

Main: 575-528-3043 / TTY 711

aoschoa@lascruces.gov

**CITY OF LAS CRUCES**

Item #7.

CITY OF LAS CRUCES

City of Las Cruces Community Development Department Liquor License Impact Report

**Restaurant A - Beer and Wine Liquor License, No. BLA-0000014916,
with On Premises Consumption and with Patio Service
NY Pizza Slice House, LLC.
3290 Rinconada Boulevard, Las Cruces, NM 88011**

The purpose of this report is to review, analyze and determine any possible impacts of a liquor license relating to land use and other planning related issues.

PROPERTY INFORMATION:

Location: 3290 Rinconada Boulevard
Applicant: NY Pizza Slice House, LLC.
Business Name: NYP Slice House, LLC.
Zoning: NH-3S (Neighborhood-3 Suburban District)



DISTANCE REQUIREMENTS:

Greater than 300 feet to a school: YES
Greater than 300 feet to a church: YES
Greater than 300 feet to a military installation: YES

IMPACT ANALYSIS:

The applicant is requesting a Restaurant A - Beer and Wine Liquor License, No. BLA-0000014270, with On Premises Consumption and Patio Service. The subject property is located in the Suburban Neighborhood Place Type, as designated by Elevate Las Cruces, which is an area designed to accommodate restaurants with a liquor license. The subject property is zoned NH-3S, which allows the restaurant use with a liquor license, provided all requirements as prescribed for liquor establishments by the State of New Mexico are met. In terms of a land use and Comprehensive Plan perspective, this seems an appropriate location and request.

Agenda Item #7.1.

Attachment "E"

Incident Number	Call Date/Time	Location Incident Type
=====	=====	=====
=====	=====	=====
2025-00140391	12/23/2025 22:07:27	3290 RINCONADA BLVD, LAS CRUCES 911 Hang Up
2025-00075213	07/12/2025 04:20:11	3290 RINCONADA BLVD, LAS CRUCES Foot Patrol
2025-00063574	06/11/2025 16:22:52	3290 RINCONADA BLVD, LAS CRUCES Codes - Follow Up
2025-00061199	06/05/2025 14:26:16	3290 RINCONADA BLVD, LAS CRUCES Codes - Follow Up
2025-00054721	05/21/2025 09:52:51	3290 RINCONADA BLVD, LAS CRUCES Codes - Follow Up
2025-00052090	05/14/2025 11:23:27	3290 RINCONADA BLVD, LAS CRUCES Codes - Follow Up
2025-00049707	05/08/2025 11:39:56	3290 RINCONADA BLVD, LAS CRUCES Codes - Follow Up
2025-00032358	03/27/2025 09:28:24	3290 RINCONADA BLVD, LAS CRUCES Codes - Zoning
2024-00129627	10/29/2024 07:20:58	3290 RINCONADA BLVD, LAS CRUCES Codes - Nuisance
2024-00103452	08/29/2024 14:32:18	3290 RINCONADA BLVD, LAS CRUCES 911 Hang Up
2024-00103429	08/29/2024 13:47:45	3290 RINCONADA BLVD, LAS CRUCES 911 Hang Up
2024-00103425	08/29/2024 13:22:00	3290 RINCONADA BLVD, LAS CRUCES 911 Hang Up
2024-00093862	08/07/2024 11:26:23	3290 RINCONADA BLVD, LAS CRUCES Codes - Follow Up
2024-00093277	08/06/2024 08:25:01	3290 RINCONADA BLVD, LAS CRUCES Codes - Zoning
2024-00091111	08/01/2024 08:54:41	3290 RINCONADA BLVD, LAS CRUCES Codes - Follow Up
2024-00087713	07/24/2024 14:18:33	3290 RINCONADA BLVD, LAS CRUCES Codes - Zoning
2024-00065390	06/03/2024 13:09:05	3290 RINCONADA BLVD, LAS CRUCES Codes - Nuisance
2024-00062375	05/28/2024 21:45:53	3290 RINCONADA BLVD, LAS CRUCES Frequent Patrol
2024-00031268	03/19/2024 11:10:56	3290 RINCONADA BLVD, LAS CRUCES Supplement/Follow Up
2024-00031097	03/19/2024 02:46:53	3290 RINCONADA BLVD, LAS CRUCES Theft
2023-00034272	03/23/2023 10:35:44	3290 RINCONADA BLVD, LAS CRUCES Codes - Nuisance
2023-00021589	02/21/2023 11:25:06	3290 RINCONADA BLVD, LAS CRUCES Codes - Follow Up
2023-00018511	02/14/2023 07:23:05	3290 RINCONADA BLVD, LAS CRUCES Codes - Zoning
2023-00001247	01/04/2023 13:50:52	3290 RINCONADA BLVD, LAS CRUCES Codes - Follow Up
2022-00131493	12/19/2022 13:24:05	3290 RINCONADA BLVD, LAS CRUCES Codes - Zoning
2022-00033866	04/07/2022 11:31:35	3290 RINCONADA BLVD, LAS CRUCES Codes - Nuisance
2021-00017611	02/18/2021 12:03:51	3290 RINCONADA BLVD, LAS CRUCES Codes - Nuisance

From: [Jackie Baylon](#)
To: [Adam Ochoa](#); [Soogyu Lee](#); [Gary Skelton](#); [Daniel Balderrama](#); [FD-Prevention](#); [Elena Sanchez](#); [Sean Mullen](#); [Eric Urenda](#); [Jeremy Story](#); [Minerva Romero](#); [Edna Espinoza](#); [Kendle Arellano](#)
Cc: [Chris Faivre](#); [Dania Soto](#); [Sara Gonzales](#)
Subject: RE: Liquor License Review,
Date: Monday, April 20, 2026 4:24:07 PM
Attachments: [image002.png](#)
[image003.png](#)

NYP, located at 3290 Rinconada Blvd, has not yet submitted their business registration license application or their liquor license application.

Both applications will need to be completed and submitted.

Thank you,

Jackie Baylon

Permits & Registration Supervisor/Community Development Department

Direct: 575-528-3064 / TTY 711

Main: 575-528-3043 / TTY 711

jbaylon@lascruces.gov



CITY OF LAS CRUCES



26-148

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: June 1, 2026
Drafter: Gaby Prats	Department: Financial Services

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

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

PURPOSE(S) OF ACTION:

To accept grant awards and amend the FY26 budget.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

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

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

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

SUPPORT INFORMATION:

[Exhibit "A" - Grant Fund Summary 06-01-2026](#)

[Attachment "A" - FD - 24-ZI5036-112 FF Equip Reimb grant fully executed agreement](#)

[Attachment "B" - IT - FY26 OBAE Community Connect Fully Executed Agreement](#)

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☒ Yes

☐ No

Agenda Item #7.2.

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various

AVAILABLE AMOUNT: Various

EXPENDITURE AMOUNT:
Various

Funding Source(s):

Various

Overall Budget Impact:

Please refer to Exhibit "A" Fund Summaries

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

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

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

Agenda Item #7.2.

RESOLUTION 26-148

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

The City Council is informed that:

WHEREAS, the City has received notice of grant awards for various City departments; and

WHEREAS, the grants will be used as designated in the scope of work and within the specified time period as shown in the grant agreements executed by the City Manager, or his designee; and

WHEREAS, the grant agreements that are the subject of this budget adjustment will be attached to the Resolution starting as Attachment "A" and each additional agreement will be attached as subsequent attachments.

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

(I)

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

(II)

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

DONE AND APPROVED this day of

Agenda Item #7.2.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Agenda Item #7.2.

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	277,288	0	277,288
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	182,000	216,500	0	216,500
Federal Grants	9,154,523	5,660,832	0	5,660,832
State Grants	4,648,536	19,066,564	29,867	19,096,431
Local Grants	0	805,000	0	805,000
Debt Service	0	0	0	0
Total Revenues	13,985,059	25,748,896	29,867	25,778,763
TOTAL RESOURCES	\$ 14,234,291	26,026,184	29,867	26,056,051
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	5,768,725	13,198,539	0	13,198,539
Legal	0	0	0	0
Las Cruces Police Department	1,581,852	1,816,060	0	1,816,060
Las Cruces Fire Department	568,628	1,882,441	29,867	1,912,308
Utilities	194,431	0	0	0
Economic Development	2,869,028	2,969,028	0	2,969,028
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	144,821	1,157,613	0	1,157,613
Information Technology	0	0	0	0
Assistant City Manager-500	512,694	1,148,866	0	1,148,866
Parks & Recreation	446,219	928,556	0	928,556
Community Development	0	0	0	0
Quality of Life	1,447,022	2,196,155	0	2,196,155
Public Works	451,638	451,638	0	451,638
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 13,985,058	25,748,896	29,867	25,778,763
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	(277,288)	0	(277,288)
Total Other Resources	\$ 0	(277,288)	0	(277,288)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 249,233	(0)	0	(0)

Agenda Item #7.2.

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	3,733,291	11,622,748	0	11,622,748
State Grants	21,868,274	40,488,088	1,427,361	41,915,449
Local Grants	0	107,777	0	107,777
Debt Service	0	0	0	0
Total Revenues	25,601,565	52,218,613	1,427,361	53,645,974
TOTAL RESOURCES	\$ 25,601,565	52,218,613	1,427,361	53,645,974
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	6,212,832	10,651,607	0	10,651,607
Legal	0	0	0	0
Las Cruces Police Department	154,751	2,702,182	0	2,702,182
Las Cruces Fire Department	159,338	85,444	0	85,444
Utilities	0	0	0	0
Economic Development	1,710,644	2,418,143	0	2,418,143
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	1,427,361	1,427,361
Assistant City Manager-500	0	522,420	0	522,420
Parks & Recreation	3,454,532	6,390,627	0	6,390,627
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	13,909,468	29,448,190	0	29,448,190
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 25,601,565	52,218,613	1,427,361	53,645,974
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	(0)	0	(0)

**NEW MEXICO SPECIAL APPROPRIATION GRANT AGREEMENT
(FIREFIGHTER RECRUITMENT FUND)**

24-ZI5036-112

This Special Appropriation Grant Agreement ("**Agreement**") is made and entered into by and between the State of New Mexico, The New Mexico Department of Finance and Administration ("**Department**" or "**DFA**") and the Las Cruces Fire Department ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("April 1, 2026").

WITNESSETH

WHEREAS, pursuant to House Bill 2, Section #5 of the 2024 Legislative Session [ZI5036], the sum of twenty-five million dollars (\$25,000,000) was appropriated from the general fund to DFA for firefighter and emergency medical technician recruitment through fiscal year 2026; and

WHEREAS, DFA is authorized to make grants to the Grantee in support of fire departments for firefighter and emergency medical technician recruitment; and

WHEREAS, on or about April 1, 2026, DFA awarded the Grantee Twenty-nine thousand eight hundred sixty-six dollars and eighty cents (\$29,866.80) to support Las Cruces Fire Department Equipment Reimbursement Program ("Program");

WHEREAS, DFA's award is intended to reimburse the Grantee for eligible equipment purchased to support newly hired firefighters and emergency medical technicians, in accordance with Program requirements; and

WHEREAS, the Grantee shall provide grant reporting to DFA including financial reporting, agreements with vendors, documentation related to reimbursed equipment, and any other program data requested by DFA.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. Grantee agrees to utilize funds for reimbursement for approved equipment based on submitted invoices to support increased staffing.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The term of this Agreement shall become effective **April 1, 2026** and will terminate on **June 30, 2026**.
- B. The General Appropriation Act of 2024 Section #5, General Provisions (C) states: "Amounts set out in Section #5 of the General Appropriation Act of 2024, or so much as may be necessary, are appropriated from the indicated source for expenditure through fiscal year 2026 for the objects expressed". Per HB2, any unexpended funds at the end of a fiscal year 2026 shall revert.

ARTICLE III - REPORTS

A. Final Report:

- a. Grantee shall submit a final report for the Program to the Department. The Final Report shall be submitted in the form required by the Department, attached hereto as Exhibit "B," and incorporated herein by reference.
- b. The Final Report shall be submitted no later than June 30, 2026. This requirement shall survive the termination of this agreement.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Department shall pay Grantee a sum not to exceed Twenty-nine thousand eight hundred sixty-six dollars and eighty cents (\$29,866.80). The funds shall be used solely for the purposes authorized under this Agreement and approved by the Department. The grantee shall not deviate from the approved use of funds without prior written approval from the department.
- B. It is understood and agreed that if any portion of the funds set forth in Article IV, Paragraph (A), are not expended at the completion of this Agreement for the purpose(s) designated in this Agreement, shall revert to the Department for disposition.
- C. All payments will be made on a reimbursement of actual cost basis for eligible, Department-approved expenditures, subject to terms of this agreement.
 - a. Request for Payment Form, attached hereto as Exhibit "D."
- D. Payment shall be made only for those services specified in this Agreement and not funded by any other public entity funding source. The Grantee shall not bill the Department for the same service or services that have been billed to another funding agency or source.

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Department, upon written notice to Grantee, shall have the unilateral right to immediately terminate this Agreement if, in the judgment of the Department, the provisions of this Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Department may demand a refund of all or part of the funds dispersed to Grantee.

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

ARTICLE VI – REPRESENTATIONS AND WARRANTIES

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

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

Agenda Item #7.2.**Attachment "A"**

- b. The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.
- F. All professional services, activities, or programs will be implemented through a professional service contract. Grantee will submit all Program-related contracts and agreements to the Department for review and approval prior to execution. Amendments to existing contracts will be submitted to the Department for review and approval prior to execution.
 - a. Without limiting the foregoing, Grantee shall be required to complete a request-for-proposal (RFP) for contracts over sixty thousand dollars (\$60,000); provided, however, that if Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed.
 - b. Sole Source contracts can be utilized if written justification is provided, confirming that the organization is the only one in the area that can provide services uniquely and substantially related to the intended purpose of the contract. Grantee shall submit written documentation describing the reason(s) for sole source contracting to the Department prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements outlined in the State Procurement Code.
- G. It will adhere to all Department financial and accounting requirements, including the State's Model Accounting Practices, as amended from time to time.
- H. It will comply with all applicable conditions and requirements prescribed by the Department regarding the receipt of Program funds.
- I. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for any use other than those specified in the scope of work as defined in the Agreement without the prior approval of the Department.
- J. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
 - a. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the

State, any agency, or body in connection with the awarding of any Third Party Obligation.

- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- K. It will comply with all applicable federal requirements and regulations.

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

ARTICLE VII - RETENTION OF RECORDS

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

ARTICLE VIII - REPRESENTATIVES

- A. Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:
 - a. **Name: Gabriela M. Prats**
 - b. **Title: Grants Manager**
 - c. **Address: PO Box 20000, Las Cruces , NM , 88004**
 - d. **Phone: 5755412430**
 - e. **Email: gprats@lascruces.gov**
- B. The Department designates the person listed below as its Program Manager, responsible for the overall administration of this Agreement, including compliance and monitoring of Grantee:

- a. Name: Bianca Quintana**
- b. Title: Law Enforcement Fund Administrator**
- c. Address: 407 Galisteo St., Santa Fe, NM 87501**
- d. Phone: 505-231-3052**
- e. Email: Bianca.Quintana@dfa.nm.gov**

ARTICLE IX – IMPROPERLY REIMBURSED FUNDS

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

ARTICLE X – SCOPE OF AGREEMENT

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

ARTICLE XII – LIABILITY

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

ARTICLE XIII – SPECIAL CONDITIONS

Reserved.

ARTICLE XIV – APPROPRIATIONS

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

ARTICLE XV – REQUIRED TERMINATION CLAUSE

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

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

ARTICLE XV: GENERAL PROVISIONS

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

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

Agenda Item #7.2.

Attachment "A"

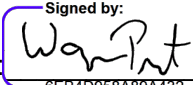
the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

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

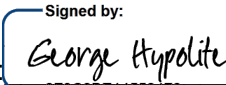
APPROVED BY DEPARTMENT:

Division Director: By:  Signed by: Renee Ward, Deputy Cabinet Secretary
2391383D0F60499... Title: . Date: 5/6/2026

Office of Secretary: By:  Signed by: W. R. P. T.
6EB4D958A89A432... Title: Cabinet Secretary Date: 5/6/2026

Chief Financial Officer: By:  DocuSigned by: Mark M. M.
6CA6727E89F840B... Title: Deputy ASD Director/CFO Date: 5/7/2026

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office, By:  Signed by: George Hypolite
8F9C3BE14553478... Title: General Counsel Date: 5/7/2026

Agenda Item #7.2.

Attachment "A"

APPROVED BY GRANTEE:

Grantee: _____
By: *Gabriela M. Prats, Grants Manager*
Signed by: 95B820DFB0FE4C9...
Title: Grant Manager Date: 4/27/2026

Grantee: _____
By: *Lesley Doyle, Finance Director*
Signed by: 74084C912D40424...
Title: Finance Director Date: 5/5/2026

AS TO LEGAL FORM AND SUFFICIENCY

Grantee: _____
Legal Counsel: _____
By: *Brad Douglas, Las Cruces Legal*
Signed by: 59B7E6FB01C94C1...
Title: City Attorney Date: 4/23/2026

Exhibit B – Report
REIMBURSEMENT OF ELIGIBLE EQUIPMENT Final Report

Basic Information

Grantee Name	Click or tap here to enter text.
Agreement Number	Click or tap here to enter text.
Reporting Period	Fourth Quarter / Final Report
Date Submitted	Click or tap here to enter text.

Program Summary

Provide a brief summary describing how funds were used to support newly hired firefighters and/or EMTs during the term of the FFRF (FY25 – FY26).

Click or tap here to enter text.

Equipment Use Confirmation

Confirm that all equipment purchased and submitted for reimbursement through the PARS system was used to support newly hired firefighter and/or EMTs.

☐ All equipment reimbursed under this Agreement supports newly hired firefighters and/or EMTs.

Reimbursement Summary

Total Reimbursement Requested Through Department System Enter Amount

Certification

I certify that all reimbursement requests submitted through the PARS system comply with the requirements of this Agreement and applicable program guidelines.

Authorized Representative Name	Click or tap here to enter text.
Title	Click or tap here to enter text.
Signature	
Date	Click or tap here to enter text.

Agenda Item #7.2.

Attachment "A"

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit D

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee:

B. Address:

(Complete Mailing, including Suite, if applicable)

City, State, Zip

C. Contact Name/Phone #:

D. Grant No:

E. Project Title:

F. Grant Expiration Date:

II. Payment Computation

A. Payment Request No.

B. Grant Amount:

C. AIPP Amount (If Applicable) :

D. Funds Requested to Date:

E. Amount Requested this Payment:

F. Reversion Amount (if applicable) :

G. Grant Balance:

H. ☐ Final Request for Payment (if applicable)

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐

I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐

I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐

I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: Fund No.: PO # Loc No.:

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer

Date

Division Grant Manager

Date

**STATE OF NEW MEXICO
DEPARTMENT OF INFORMATION TECHNOLOGY
OFFICE OF BROADBAND ACCESS AND EXPANSION**

Agreement #: CCGP-26-002

COMMUNITY CONNECT GRANT AGREEMENT

This grant agreement (hereinafter “Agreement”) constitutes a state sub-award entered into by the **State of New Mexico**, acting through its **Office of Broadband Access and Expansion (“Office of Broadband”)**, which is administratively attached to the **Department of Information Technology**, and **City of Las Cruces (“Grantee”)**, collectively hereinafter referred to as the **“Parties.”**

RECITALS

WHEREAS, the New Mexico legislature appropriated \$70,000,000 from the general fund to the Connect New Mexico Fund to the Department to plan, design, engineer, construct, purchase, and equip broadband statewide as set forth in the 2021 General Appropriation Act at Section 1c 7(B)(1) of Chapter 140 of Laws 2021; and

WHEREAS, pursuant to Subsection 70 of Section 5 of the General Appropriation Act of 2026, the expenditure authority for the Connect New Mexico Fund was extended through June 30, 2027; and

WHEREAS, on behalf of the State, the Office of Broadband administers the Connect New Mexico Fund to provide Award funds to subrecipients to foster the deployment of broadband access across Unserved and Underserved areas in New Mexico through sustainable, scalable networks and financially viable business plans and serve the comprehensive community with high-quality, reasonably priced solutions; and

WHEREAS, the Office of Broadband issued a Notice regarding the Community Connect grant on or about October 2, 2025, by which it sought applications from interested parties for the purpose of making subawards to subrecipients for eligible activities, pursuant to the requirements found in § 1.12.21 NMAC. Specifically, the Notice sought applications for sustainable, place-based solutions that meet the needs of communities with poor levels of connectivity and digital inclusion; and

WHEREAS, Grantee submitted an application (“**Grantee’s Application**”) to the Community Connect Fund on or about **November 17, 2025**, by which it sought Award funding for the broadband infrastructure project as described in Grantee’s Application; and

WHEREAS, based upon its review of Community Connect Fund applications, the Office of Broadband notified Grantee on or about **February 9, 2026**, that it intended to make a subaward to Grantee on or about, subject to the execution of a binding legal agreement to be executed between the State of New Mexico and Grantee in accordance with NMSA 1978, § 6-5-1 *et. seq.* NMSA,

1978 § 13-1-1 *et. seq.*, § 1.4 NMAC, and § 2.20 NMAC regarding procurement and the expenditure of public monies; and

WHEREAS, this Agreement is intended to be the sole and exclusive agreement between the State of New Mexico and Grantee regarding the subaward of Award funds by the State of New Mexico to Grantee, and contains the entire understanding and agreement between the Parties;

NOW, THEREFORE, it is mutually agreed by the Parties as follows:

TERMS AND CONDITIONS

ARTICLE 1 – DEFINITIONS

- A.** “Award” is state award dated **February 9, 2026** , from the State of New Mexico to the Office of Broadband Access and Expansion as described in the Recitals herein.
- B.** “Budget Period” has the meaning set forth in Article 5(C) of this Agreement.
- C.** “Business Days” means Monday through Friday, except for Federal and State holidays.
- D.** “Contract Documents” has the meaning set forth in Article 2(A) of this Agreement.
- E.** “Effective Date” has the meaning set forth in Article 5(A) of this Agreement.
- F.** “Event of Default” has the meaning set forth in Article 15(A) of this Agreement.
- G.** “Grant” or “Grant Amount” has the meaning set forth in Article 3(A) of this Agreement.
- H.** “Grantee’s Application” refers to the application identified in the Recitals herein.
- I.** “ISP” means Internet Service Provider as set forth in Article 7(A)(13) of this Agreement.
- J.** “Performance Period” has the meaning set forth in Article 5(B) of this Agreement.
- K.** “Plan” has the meaning set forth in Article 8(A) of this Agreement.
- L.** “Project” has the meaning set forth in Article 3(A) of this Agreement.
- M.** "Request for Reimbursement" has the meaning set forth in Article 9(B) of this Agreement.
- N.** “Scope of Work” has the meaning set forth in Article 6(A) of this Agreement.
- O.** "SCRM Plan" has the meaning set forth in Article 8(B) of this Agreement.

- P. “Substantial Completion” has the meaning set forth in Article 6(B) of this Agreement.
- Q. “Third-Party Obligation” means allowable expenditures made by Grantee pursuant to the execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project.

ARTICLE 2 – CONTRACT DOCUMENTS

- A. **Contract Documents.** The “Contract Documents” consist of this Agreement, any amendments to this Agreement executed in writing by the Parties, and the following exhibits, each of which is incorporated into this Agreement as though fully set forth herein:
1. Scope of Work as described in Article 6 of this Agreement (**Exhibit A**)
 2. Detailed Project Budget (**Exhibit B**)
 3. Project Schedule (**Exhibit C**)
 4. Request for Reimbursement (**Exhibit D**)
- B. **Precedence.** In the case of dispute or ambiguity arising between any of the Contract Documents, the terms and conditions set forth in the main body of this Agreement and its amendments shall take precedence.

ARTICLE 3 – GRANT AMOUNT AND USES; AVAILABILITY OF GRANT FUNDS

- A. **Grant Amount.** Subject to the terms of this Agreement, the Department hereby awards exclusively to Grantee a sum not to exceed **ONE MILLION FOUR HUNDRED TWENTY SEVEN THOUSAND THREE HUNDRED SIXTY ONE DOLLARS and ZERO CENTS (\$1,427,361.00)** (the “Grant” or “Grant Amount”) to be used for the purposes of funding the broadband infrastructure project described in the Scope of Work attached as **Exhibit A** to this Agreement (the “Project”). The Grant Amount is to be used only for approved eligible costs, construction, and expansion of high-speed broadband infrastructure used to provide service as specified in the Scope of Work. Grantee certifies that any Project costs funded by the Grant shall not subject to reimbursement by any other state or federal funding source.
- B. **Eligible Expenses.** Eligible expenses for the Project shall be determined in accordance with the accounting principles identified in § 2.20.5 NMAC, and may only be used to cover expenses incurred during the period of performance and for allowable closeout costs incurred during the grant closeout process. The Grant shall not be used for research and development (R&D), or indirect costs. A non-exhaustive list of eligible expenses includes:
1. Data gathering, feasibility studies, community engagement, public feedback processes, digital equity assessments and planning, needs assessment;

2. Upfront costs for rights of way, easement and condemnation, acquiring permits, costs associated with satisfying applicable environmental, historical and cultural assessment, reviews and mitigation;
3. Architectural and engineering design;
4. Costs related to the construction, improvement, and acquisition of facilities required to deploy broadband infrastructure including all required materials and labor costs, site planning work (e.g., make ready) and project management;
5. Costs related to the construction, improvement, and acquisition of public Wi-Fi network facilities, including electronics necessary to deliver publicly-available Wi-Fi service including, but not limited to wireless access points, modems, routers, network switches, firewalls, cabling, mounts, mounting equipment, and other networking equipment;
6. Last-mile network facilities, including electronics necessary to deliver internet connectivity;
7. The cost of long-term leases (for terms greater than one year) of facilities required to provide qualifying broadband service, including indefeasible right-of-use (IRU) agreements and capital leases;
8. Personnel costs, including salaries and fringe benefits for staff and consultants required for the implementation of the Project; and
9. Costs associated with the collection, monitoring, and reporting of data as required under the terms of this Agreement.

C. Ineligible Expenses. The following non-exhaustive list of expenditures are not eligible uses of the Grant:

1. Acquisition of spectrum licenses;
2. Operations and maintenance costs (other than grant administration costs);
3. Short-term operating leases;
4. Heavy equipment, general purpose or passenger vehicles, generators, scissor lifts, or other specialized construction equipment that could otherwise be leased;
5. Payment of interest or principal on outstanding debt instruments, or other debt service costs incurred prior to the effective date.

6. Fees or issuance costs associated with the issuance of new debt;
 7. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding;
 8. To support or oppose collective bargaining;
 9. Any expense for which Grantee receives other federal or state funding or reimbursement;
 10. Expenditures related to land buildings, structures, improvements, or equipment not directly used to support the deployment of a broadband network; and
 11. Expenditures for any deliverable acquired from a contractor or other third party operating on Grantee's behalf to the extent such deliverable was not procured by Grantee in compliance with the procurement standards set forth in Article 3(F) of this Agreement.
- D. Final Determination of Eligible and Ineligible Expenses.** The Office of Broadband shall make the final determination as to whether an expenditure is eligible for reimbursement and reserves the right to deny a reimbursement request for an expenditure that it deems ineligible.
- E. Matching Funds.** Matching funds are not required.
- F. Availability of Grant Funds.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State of New Mexico hereunder, including, without limitation, the disbursement of Grant funds pursuant to this Agreement, are contingent upon continued appropriation of those funds by the New Mexico State Legislature, and in no event shall the State of New Mexico be liable for any payments or disbursements hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those Award funds, the State of New Mexico shall have the right to authorize the withholding of payment until such Award funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving Grantee written notice of such termination.
- G. Procurement.** Grantee's procurement of all property and services under this Agreement must conform to the applicable procurement standards set forth in New Mexico Procurement Code, NMSA 1978, § 13-1-1, et seq., § 1.4.1 NMAC, and § 1.12.21 NMAC.
- H. Overbudget.** Grantee is responsible for performing to completion the entire Scope of Work even if the total actual expenditures exceed the amount stated in the Detailed Project Budget, and Grantee solely assumes any financial risk the Project may come in over budget.

ARTICLE 4 – NOTICE OF STATE SUBAWARD

The Award from the State of New Mexico to the Office of Broadband Access and Expansion, dated **February 9, 2026**, was issued pursuant to the 2021 General Appropriation Act at Section 17(B)(2) of Chapter 140 of Laws 2021 to authorize payments to certain sub recipients from the Connect New Mexico Fund. The expenditure authority for the Connect New Mexico Fund, from which the Community Connect Fund is derived, was extended through June 30, 2027, pursuant to Subsection 70 of Section 5 of the General Appropriation Act of 2026.

ARTICLE 5 – EFFECTIVE DATE; PERIOD OF PERFORMANCE; BUDGET PERIOD

- A. **Effective Date.** This Agreement shall take effect upon execution by all parties (“**Effective Date**”).
- B. **Subaward Period of Performance Start and End Date.** The period of performance shall start on the Effective Date and the Project must be completed in accordance with the Project Schedule found in **Exhibit C** (hereinafter “**Performance Period**”). The Office of Broadband may request approval from the New Mexico State Legislature to extend the Performance Period on the condition that Grantee demonstrates the following: (a) significant progress has been completed; (b) extenuating circumstances require an extension of time to allow the Project to be completed; and, (c) a detailed plan that will allow the Project to be completed within a reasonable period of time.
- C. **Subaward Budget Period Start and End Date.** The budget period shall start upon the Effective Date and shall end no later than June 30, 2027 (hereinafter “**Budget Period**”). The Department will provide reimbursement for all eligible expenses incurred after the Effective Date. Costs incurred by Grantee after June 30, 2027 will not be eligible for reimbursement, and Grantee must submit to the State of New Mexico, no later than 90 calendar days (or an earlier date as agreed upon in writing by Grantee and the State of New Mexico) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award.
- D. **Notice to Proceed.** Once this agreement is executed, this will trigger the creation of a Purchase Order reflecting the Grant Amount for the Grantee to receive funds against. No funds shall be disbursed to the Grantee for prior to the date on the Purchase Order, as set forth in the New Mexico Procurement Code, § 13-1-1 et seq. NMSA 1978, and accompanying regulations at § 1.4.1 NMAC

ARTICLE 6 – SCOPE OF WORK; SUBSTANTIAL COMPLETION

- A. **Scope of Work.** Grantee’s Scope of Work, including all supporting documents (except for Grantee’s audited financial statements and *pro forma* financials) and any written modifications or reports resulting from the review by the Office of Broadband (collectively “**Scope of Work**,” attached hereto as **Exhibit A**), are incorporated into this Agreement by reference and the representations made therein are binding upon Grantee. Grantee shall

engage in activities as set forth in the Scope of Work, and any changes to the Scope of Work must be approved in writing by the Office of Broadband based upon Grantee's submission of the completed template to be published by the Office of Broadband for the purpose of requesting such changes to the Scope of Work. In considering a change request by Grantee, the Office of Broadband may consider mitigating factors not caused by Grantee and/or outside Grantee's control. Any failure by Grantee to seek approval prior to making any change to the Scope of Work may be grounds for Project suspension or termination of this Agreement.

- B. Substantial Completion.** "Substantial completion" is the date on which the Project fulfills the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational and able to provide the services identified in the Scope of Work to the end-users identified in Grantee's application. In coordination with the Grantee, the Office of Broadband shall determine whether the project has achieved its primary operational purpose and has reached substantial completion. The Office of Broadband will inform the Grantee of the date that the project fulfills substantial completion.

ARTICLE 7 – LEGAL COMPLIANCE

- A. Project Requirements.** Grantee shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, software, services, engineering, testing and/or any other act or thing required to perform and complete the Project in a full and diligent manner in accordance with the Scope of Work. The Project may be completed in milestones so long as each fully completed milestone enables broadband service to be available to a home, business or otherwise available to the public in the Eligible Service Area for the Project. Grantee's project administration requirements shall include the following:
1. Make a determination that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of the Project prior to Grantee's expenditure any portion of the Grant Amount.
 2. Make available to the Office of Broadband all project plans, documents, maps, and data, including but not limited to the Project's engineering, planning, or design activities. Install public Wi-Fi infrastructure and deliver service per the approved Scope of Work. Ensure broadband infrastructure and associated equipment is designed to reliably deliver public Wi-Fi per the approved Scope of Work that meets or exceeds download and upload speeds of 100/20 megabits per second ("Mbps").
 3. Ensure broadband infrastructure is completed and operable in accordance with industry construction standards and engineering best practices.

4. Procure and provide construction and installation of all necessary broadband infrastructure and equipment for the Project. Operation and maintenance of the system is the sole responsibility of Grantee.
 5. Research and comply with all local, state, or federal laws, codes, or regulations applicable to the Project.
 6. Research and comply with all requirements of any local, state, or federal agency or jurisdiction that regulates or governs the Project, including, but not limited to, acquiring all necessary permits, licenses, approvals, and agreements.
 7. Schedule, identify, coordinate, and provide safe access for, and obtain all inspections for, Grantee's work related to the Project, as required by any authorized agency or applicable code.
 8. Obtain all certifications, licenses, permits, and approval necessary to operate the Project, and otherwise satisfy all requirements necessary to operate the Project.
 9. To the extent identified in the Application and relied upon by Grantee in seeking the Grant, any partnerships with any other Internet Service Provider ("ISP"), cooperatives, or governmental entities, shall be identified in the Application and are made a part of and required by this Agreement.
 10. Grantee affirms that it will consult with the New Mexico Department of Transportation, the Office of Broadband, and electric utilities as well as local water sewer utilities as to any possible efficiencies that can be achieved with a "Dig Once" approach.
 11. Grantee is required to maintain and operate the public Wi-Fi network as stated in Grantee's Application for at least three (3) years from the date of Substantial Completion.
- B. State Requirements.** Grantee acknowledges and hereby certifies that the Project shall comply with the requirements of the Appropriation and all applicable state statutes, regulations, executive orders and any other guidance issued by the State of New Mexico regarding the funds. Grantee may only use the Grant Amount in compliance with the Appropriation and § 1.12.21 NMAC regarding grant programs implemented by the Office of Broadband. Grantee shall maintain records and financial documents sufficient to evidence compliance regarding its eligible uses of funds. Grantee also agrees to comply with all other applicable state statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving state financial assistance and all applicable environmental laws and regulations.
- C. Civil Rights Compliance.** Grantee is a public contractor and is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of state funds found in the Human Rights Act, NMSA §28-1-1 *et. seq.* Those requirements include ensuring a

governmental entity or public contractor do not, directly or indirectly, refuse, otherwise limit or put conditions on services, or otherwise discriminate, on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, serious medical condition or spousal affiliation. Grantee agrees to, upon request, make available to the Office of Broadband such information and documentation necessary to demonstrate compliance with the Human Rights Act.

- D. Maintenance of and Access to Records.** Grantee shall maintain records and financial documents sufficient to evidence compliance state laws, regulations, and related guidance, the Award, and this Agreement. The Department of Finance Administration (DFA), New Mexico Department of Justice, Office of Broadband, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or reverted to the State General Fund, whichever is later.
- E. Conflicts of Interest.** Grantee understands and agrees it must maintain a conflict-of-interest policy consistent with the Governmental Conduct Act, NMSA §10-16-1 *et seq.*, and that such conflict-of-interest policy is applicable to each activity funded under this award. Grantee must disclose, in writing, to the Office of Broadband, any conflict of interest or potential conflict of interest affecting the awarded funds.
- F. False Statements.** Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- G. Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by an award from the State of New Mexico Office of Broadband Access and Expansion."
- H. Debts Owed the State Government.**
1. Any funds paid to Grantee (a) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of the Award; (b) that are determined by the Department of Finance Administration (DFA), New Mexico Department of Justice, or Office of Broadband to have been misused; or (c) that are determined by Department of Finance Administration to be subject to a repayment obligation, and have not been repaid by Grantee, shall constitute a debt to the State of New Mexico.
 2. Any debts determined to be owed the State of New Mexico must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in State's initial written demand for payment, unless other satisfactory arrangements

have been made, or if Grantee knowingly or improperly retains funds that are a debt as defined in the paragraph above. The State of New Mexico will take any actions available to it to collect such a debt.

I. Disclaimer.

1. Grantee acknowledges and accepts that the State of New Mexico expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the Award or any contract, or subcontract under the Award.
2. The acceptance of this Agreement by Grantee does not in any way establish an agency relationship among or between the United States, State of New Mexico, the Department, the Office of Broadband and Grantee.

J. Protections for Whistleblowers. In accordance with the Whistleblower Protection Act, NMSA §10-16C-1 *et seq*, Grantee may not take any retaliatory action against an employee in reprisal for:

1. Disclosing to the Office of Broadband, or any other third party, an action or a failure to act that the employee believes in good faith constitutes an unlawful or improper act;
2. Providing information to a public body as part of an investigation, hearing or inquiry into an unlawful or improper act; or
3. Objecting to or refusing to participate in an activity, policy or practice that constitutes an unlawful or improper act,

Grantee shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.

K. Domestic Preference in Procurement. In accordance with NMSA 1978, § 13-4-5, Grantee will provide a preference for the procurement or use of goods, products, or materials produced, grown, processed, or manufactured in New Mexico.

L. Remedies. If the event of Grantee's noncompliance with the Appropriation, this Agreement, other applicable laws, regulations, executive orders, or any reporting or other program requirement, the State of New Mexico may take available remedies as set forth under the law

M. Return of Funds. Grantee must return to the State of New Mexico any Award funds that are not expended and not obligated by June 30, 2027, as part of the closeout process.

- N. **Audit Requirements.** Grantee understands that the Office of Broadband is subject to annual audit in accordance with the Audit Act, NMSA 1978, § 12-6-2 *et seq*, and that financial records related to this Award may be subject to review. Grantee agrees to provide unrestricted access to, or produce copies of, any financial related to this award to the State Auditor, Department of Finance Administration, or designated contactor for purposes of completing the audit.
- O. **Labor.**
1. Grantee shall comply with the Public Works Minimum Wage Act, NMSA 1978, §§ 13-4-10 through 13-4-17.
 2. Grantee shall provide certification that all laborers and mechanics employed by contractors and subcontractors in the performance of the Project are paid wages at rates not less than those prevailing, as assessed by the New Mexico Department of Workforce Solutions (NMDWS).
 3. Grantee must register with the NMDWS' Public Works Apprenticeship Application (PWAA) online database system to obtain prevailing wage determinations. Grantees are encouraged to communicate and register with NMDWS' PWAA online portal prior to selection of grant award and grant agreement execution to ensure fidelity with State of New Mexico statutory regulation, and state agency grant administrative processes.
 4. Tribal sovereign nations in New Mexico are exempt from Public Works Minimum Wage Act requirements.
- P. **Interest and Insurance.** Grantee agrees that any equipment, supplies or real property purchased or, in the case of real property, improved, using Grant funds will be used for the purpose and in the manner described in this Agreement. Grantee agrees to maintain insurance on all equipment, supplies, or real property purchased using Grant funds.

ARTICLE 8 – CYBERSECURITY

- A. **Risk Management Plan.** Grantee hereby attests as follows:
1. Grantee has a cybersecurity risk management plan (the "Plan") in place that is either: (a) operational with respect to the Project described in the Scope of Work, or (b) ready to be operationalized upon providing service from the Project described in the Scope of Work;
 2. The Plan reflects the latest version of the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity (currently Version 1.1), and specifies the security and privacy controls being implemented;

3. The Plan will be reevaluated and updated on a periodic basis and as events warrant; and
4. The Plan will be submitted to the Office of Broadband prior to the final payment of Grant funds pursuant to the terms of this Agreement and shall be resubmitted to the Office of Broadband within 30 calendar days from the date Grantee makes any substantive changes to the Plan.

B. Supply Chain Risk Management Plan. With respect to a supply chain risk management plan ("SCRM Plan"), Grantee hereby attests that Grantee has a SCRM Plan in place that is either: (a) operational with respect to the Project described in the Scope of Work, or (b) ready to be operationalized upon providing service from the Project described in the Scope of Work.

ARTICLE 9 – DISBURSEMENT

A. Conditions of Disbursement. The following conditions apply to the disbursement of the Grant to Grantee:

1. Grantee's expenditures shall be made during the Budget Period and prior to the termination of this Agreement (*i.e.*, the services have been delivered and accepted and/or the services have been rendered for the Grantee);
2. The total amount received by Grantee shall not exceed the Grant Amount;
3. Grantee is in compliance with the terms and conditions of this Agreement to the satisfaction of the Office of Broadband; and
4. Grantee has submitted a request for reimbursement consisting of all documentation required under this Article.

B. Request for Reimbursement Procedures and Deadlines. Grantee shall request payment for incurred grant expenditures by submitting a request for reimbursement in the form attached hereto as **Exhibit D** (hereinafter "**Request for Reimbursement**"). Reimbursement requests are subject to the following procedures and deadlines:

1. Grantee must submit a Request for Reimbursement that includes the Sub-Grant Agreement Number;
2. Each Request for Reimbursement must contain proof of payment by Grantee or liabilities incurred by Grantee showing that the expenditures are valid or are liabilities incurred by Grantee in the form of actual invoices received by Grantee for Third-Party Obligations; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department..

3. Grantee may submit a Request for Reimbursement to the Department based upon invoices received, but not yet paid, by Grantee for a Third-Party Obligation, which the Department may process, at their discretion, if the invoices comply with the provisions of this Agreement and are a valid liability of Grantee, Grantee shall make payment in-full on those Third-Party Obligations within five (5) Business Days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. Grantee is required to certify to the Department proof of payment of the Third-Party Obligations within ten (10) Business Days from the date of receiving reimbursement from the Department. Reimbursement for invoices received, but not yet paid, shall only be made at the Department's discretion. Unpaid liabilities may not be reimbursed by the Department if received more than thirty (30) days after the invoice date
4. A Request for Reimbursement shall include a statement specifying an amount, if any, of cash or in-kind match contributions being applied by Grantee towards payment of the items set forth in the Request for Reimbursement.
5. Requests for Reimbursements on a Third-Party Obligation shall be submitted by Grantee to the Department within 30 days from the date the Third-Party Obligation was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor.
6. Grantee's failure to abide by the requirements herein will result in the denial of its Request for Reimbursement or will delay the processing of its Request for Reimbursement. The Department has the right to reject a reimbursement request for the Project unless and until it is satisfied that the expenditures in the Request for Reimbursement are for permissible purposes within the meaning of this Agreement. Further, the Department's right to reject any Request for Reimbursement is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE 10 – REPORTING REQUIREMENTS

- A. **Progress Reports.** Grantee must submit to the Office of Broadband progress reports in such form and frequency as the Office of Broadband may require. The specific data points required will be designated by the Office of Broadband, and may include, but is not limited to:
 1. Financial information, including incurred project expenditures, the amount of grant funds received, and the amount and type of Matching Funds applied;
 2. Project execution information, including progress milestones achieved with regard to network design, permits and other approvals, procurement, infrastructure deployment, equipment deployment, network testing and commercial service rollout;

3. Narrative information to provide a summary of key accomplishments, challenges, and upcoming objectives; and
4. Workforce deployment, including the number of employees and contractor personnel who provided services and work on the Project.

B. Close-Out Report. Grantee shall work with the Office of Broadband to deliver a close out report no later than ninety (90) calendar days after Substantial Completion; (2) termination of the Agreement; or (3) expenditure of all Grant funds, whichever event occurs last. The specific data points required will be designated by the Office of Broadband. For illustrative purposes, the types of data required may include the following metrics:

1. Financial information, including incurred project expenditures during the Performance Period, the amount of grant funds received, and the amount and type of matching Funds applied, including deployment costs, and drivers for any variances as noted in Grantee's Application, and a description of how funds were spent in comparison to the Detailed Project Budget;
2. Network performance data, including at a minimum speed and latency test results for the backhaul network and the Wi-Fi access points;
3. Public Wi-Fi network coverage, including access points deployed and propagation models;
4. Network capacity, including information about Grantee's licensing model and future scalability;
5. Network map, including a final network map in .pdf form as well as in .gdb or .shp forms that delineates the constructed network, and any portion of the network that was not constructed but was designated in Grantee's Application;
6. Workforce deployment, including the number of employees and contractor personnel who provided service and work on the Project;
7. Project accomplishments narrative, including a description of all Project achievements;
8. Project challenges narrative, including a description of problems, delays, or adverse conditions that occurred, or which affected the attainment of Project objectives identified in the Scope of Work; and
9. Lessons learned, including a summary of key lessons learned and recommendations to the Office of Broadband that can be applied to future grant programs.

- C. **Monthly Meetings.** Grantee shall participate in monthly meetings with OBAE to review project progress, outstanding expenditures, requests for reimbursements, and a spenddown plan.
- D. **Post-Completion Annual Project Update.** For three (3) years commencing on the first January 31st following Substantial Completion, Grantee must submit an annual update to allow the Office of Broadband to track the Project's impact. The specific data points required will be designated by the Office of Broadband in guidance to be published online. For illustrative purposes, the types of data required may include the following metrics:
1. Public Wi-Fi network usage statistics;
 2. Network speed, including the maximum speed offered by the network and, if varied by location, a narrative regarding the percentage of passed (or covered) premises that can access the highest speed;
 3. Data on any major network maintenance, upgrades, or expansions made to improve service quality, including details on proactive investments to sustain long-term network performance;
 4. Data on any breaches of protected data, including Personally Identifiable Information, and corrective actions taken;
 5. Data on community engagement efforts and feedback collected from users regarding service quality, affordability, and accessibility;
 6. Information on major ownership changes, including changes in subcontractors or operational control, that identify and describe any changes in ownership or control of Grantee or the Project; and
 7. A high-level and low-level design.
- E. **Map Reporting to the Office of Broadband.** Grantee must report to the Office of Broadband all data required to be reported during the term of this Agreement by facilities-based providers pursuant to NMSA 1978, § 63-9J-3(J), or any rule promulgated by the Office of Broadband.
- F. **Professional Engineer Stamped Review.** When required by the State of New Mexico Regulation and Licensing Department ("RLD") or other New Mexico State law Grantee shall provide the Office of Broadband a Professional Engineer stamped review to confirm that the Project has been completed, the design and installation of the Project conform to the Scope of Work and any authorized changes, that the network conforms to all requirements set forth in this Agreement, and that the installed infrastructure will provide the service levels stated in Grantee's Application. This stamped plan is due no later than ninety (90) calendar days after Substantial Completion.

- G. **Reporting.** Grantee shall comply with all applicable State of New Mexico reporting requirements necessary to comply with the Connect New Mexico Fund.

ARTICLE 11 – LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work.

The liaisons for this Agreement are:

For the Department:

Jeff Lopez

Director

OBAE

6000 Uptown Blvd NE, Suite 450

Albuquerque, NM 87110

jeff.lopez@connect.nm.gov

For Grantee:

Gabriela M. Prats

Grant Manager

City of Las Cruces

700 N. Main St.

Las Cruces, NM 88001

gprats@lascruces.gov

with cc: to grants@lascruces.gov

ARTICLE 12 – PROJECT MONITORING

The Office of Broadband or any of its authorized agents may monitor and inspect all phases and aspects of Grantee's performance to determine compliance with the Scope of Work, the proper use of funds, and other technical and administrative requirements of this Agreement, including the adequacy of Grantee's records and accounts. This section shall survive termination of this Contract.

ARTICLE 13 – NOTICE

All notices or communications required or permitted to be given by a Party under the provisions of this Agreement must be in writing and delivered to the other Party's liaison identified herein in accordance with § 1.12.21.8(D) NMAC.

ARTICLE 14 – ASSIGNMENT OF AGREEMENT; TRANSFER OF PROJECT ASSETS

Grantee may not assign or transfer any portion of this Agreement without prior written consent by the Office of Broadband, in its sole discretion. In the event that any assets acquired, in whole or in part, with Grant funds are to be sold, leased, licensed to or operated by a private entity other than Grantee during the useful life of the assets, the sale, lease, license, or operating agreement must be approved before it may become effective by the applicable oversight entity (if any) in accordance with state and federal law or, if no oversight entity is required to approve the transaction, it must be approved before it may become effective by the Office of Broadband based on a determination whether the transaction complies with applicable state and federal law and this Agreement.

ARTICLE 15 –DEFAULT, CURE, TERMINATION AND REMEDIES

- A. Default.** The Department may unilaterally terminate this Agreement for default by Grantee (“**Event of Default**”) as authorized by, and subject to the requirements of § 1.12.21.14 NMAC.
- B. Remedies.** Upon the occurrence of any Event of Default and Grantee’s failure to cure said Event of Default within the applicable cure period as provided by § 1.12.21.14 NMAC, or in the event of termination by the Office of Broadband, the Office of Broadband may, in its sole discretion, exercise any right, or pursue any remedy, authorized by state or federal law, or the terms of this agreement. Such rights and remedies may include, but are not limited to, the following actions:
1. Withhold any or all payments or disbursements of the Grant to be made under this Agreement, in which event Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Treat the Agreement as breached and pursue any remedies at law or in equity, or both; or
 4. Demand repayment of all or a portion of the Grant funds disbursed to Grantee, plus all costs and reasonable attorney fees incurred by the Department in recovery proceedings.

ARTICLE 16 – CONFLICT OF INTEREST

Grantee warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Grantee’s performance under this Agreement. Grantee certifies that it has followed the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 – 10-16-18, regarding contracting with a public officer, state employee or former state employee.

ARTICLE 17 – OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by Grantee or any of its contractors, subcontractors, or subrecipients in furtherance of this Agreement are the property of Grantee and the Office of Broadband. Both Grantee and the Office of Broadband have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Office of Broadband and Grantee.

ARTICLE 18 – INSURANCE REQUIREMENTS

- A. **Liability Insurance.** At its sole cost and expense, Grantee shall maintain occurrence-based general liability coverage with minimum limits of \$1 million per occurrence and \$2 million aggregate per year. Grantee shall also require that any contractors performing construction services under this Agreement shall maintain the same liability coverage as Grantee is required to maintain hereunder.
- B. **Professional Liability Insurance.** Grantee and any licensed agent or contractor who provides professional engineering services within the scope of his or her license to Grantee in connection with the Project shall procure and maintain professional liability (errors & omissions) coverage with a limit of \$2,000,000 per claim. If this insurance is written on a “claims made” basis, then the policy shall provide “tail coverage” for claims asserted within three (3) years after the earlier of the date of Substantial Completion or the date of termination of this Agreement.
- C. **General Insurance Requirements.** Insurance coverages shall be provided by a company with an A.M. Best rating of A- or better. All certificates and endorsements must be received by the Office of Broadband prior to beginning any activity provided for under this Agreement. Grantee must notify the Office of Broadband immediately of any material change in insurance coverage, such as changes in limits, coverage, or change in status of policy. The Office of Broadband reserves the right to request complete copies of Grantee’s insurance policy, including endorsements, at any time.

ARTICLE 19 – DEFENSE

As between the Parties, each Party acknowledges that it will be responsible for injury to persons or property to the extent such injury results from the intentional or negligent actions or omissions of that party’s employees, officers, or agents. The liability of Grantee and its employees shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et.seq., as amended.

ARTICLE 20 – REPRESENTATIONS AND WARRANTIES

Recognizing that the Department is relying hereon, Grantee represents and warrants, as of the Effective Date of this Agreement, as follows:

- A. **Organization; Power, Etc.** Grantee: (1) is duly organized and validly existing under the laws of the State of New Mexico; (2) is duly qualified to do business and is in good standing in the State of New Mexico; (3) has legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under this Agreement; (4) has duly and lawfully obtained and maintained all material licenses, certificates, permits, authorizations and approvals necessary to conduct its business or required by applicable laws; and (5) is eligible to obtain the financial assistance from the Department contemplated by this Agreement.

- B. Authority.** The execution, delivery and performance by Grantee of this Agreement and the performance of the transactions contemplated hereby and thereby have been duly authorized by all necessary actions and do not violate any provision of law or any charter, articles of incorporation, organization documents or bylaws of Grantee or result in a breach of, or constitute a default under, any agreement, security agreement, note or other instrument to which Grantee is a party or by which it may be bound. Grantee has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.
- C. Consents.** No consent, approval, authorization, order, filing, qualification, license, or permit of any governmental authority is necessary in connection with the execution, delivery, performance, or enforcement of this Agreement, except such as have been obtained and are in full force and effect.
- D. Binding Agreement.** Each part of this Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.
- E. Compliance with Applicable Laws.** Grantee will comply with all federal, state, and local laws, rules, regulations, ordinances, codes and orders materially applicable to the performance and administration of this Agreement.
- F. Litigation.** There is no pending or threatened legal, arbitration or governmental actions or proceedings to which Grantee is a party or to which any of its property is subject which, if adversely determined, could have a material adverse effect on its ability to perform its obligations hereunder.
- G. Information Submitted with Application.** All information, reports, and other documents and data submitted to the Office of Broadband in connection with Grantee's Application were, at the time the same were furnished, complete, and correct in all material respects. Any financial statements or data submitted in connection with Grantee's Application present fairly, in all material respects, the financial position of Grantee and the results of its operations in conformity with standard accounting practices. Since the date thereof, there has been no material adverse change in the financial condition or operations of Grantee.

ARTICLE 21 – PURCHASES WITH GRANT FUNDS

Except as specifically authorized in writing in advance by the Office of Broadband, all facilities, materials, equipment, supplies, replacements and all other tangible real or personal property procured for the Project shall not, at the time Grantee submits a Request for Payment to the Office of Broadband for such items, be subject to any conditional sales agreement, mortgage, bailment lease or other agreement reserving to the seller any right, title or lien.

ARTICLE 22 – DEBARMENT

Grantee certifies and agrees to ensure during the term of this Agreement that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any governmental department or agency.

ARTICLE 23 – FORCE MAJEURE

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party's control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

ARTICLE 24 – GENERAL PROVISIONS

- A. **Applicable Law.** This Agreement will be governed and interpreted according to New Mexico law and applicable federal law. Any judicial proceeding concerning this Agreement shall be brought only in the New Mexico First or Second Judicial District Court. By executing this Agreement, Grantee acknowledges and will submit to the jurisdiction of the court as stated herein over any and all such proceedings arising hereunder.
- B. **Workers' Compensation.** Grantee will comply with state laws and rules applicable to workers' compensation benefits for its employees.
- C. **Waiver.** A Party's failure to require strict performance of any provision of this Agreement will not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.
- D. **Severability.** The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.

- E. **Headings.** Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
- F. **Dispute Resolution.** In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978, §§ 12-8A-1 – 12-8A-3.
- G. **Entire Agreement.** The Contract Documents comprise the entirety of the binding agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment must be in a written agreement signed by the Parties.

The remainder of this page is intentionally left blank.

WHEREFORE, the Parties’ authorized representatives sign this Agreement as follows.

GRANTEE

Signed by:

74084C912D40424...
Lesley Doyle
Finance Director
City of Las Cruces

4/15/2026

Date

Approved for Legal Sufficiency:

Signed by:

9D1BFFBAC708437...
Brad Douglas
City Attorney
City of Las Cruces

4/15/2026

Date

OFFICE OF BROADBAND ACCESS AND EXPANSION

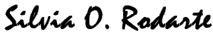
Signed by:

0E75E32E1840434...
Jeff Lopez
Director
Office of Broadband Access and Expansion

4/22/2026

Date

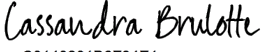
Approved for Financial Sufficiency:

Signed by:

40D77CF4A2004B1...
Silvia Rodarte
Chief Financial Officer
Department of Information Technology

4/21/2026

Date

Approved for Legal Sufficiency:

DocuSigned by:

C0140201B6F94E1...
Cass Brulotte
General Counsel
Office of Broadband Access and Expansion

4/15/2026

Date



City of Las Cruces

Community Connect Program
Exhibit A - Scope of Work

Applicant Information	
Organization Legal Name	City of Las Cruces
Project Name	City of Las Cruces Infrastructure Upgrade

Solution Overview
The Community Wi-Fi Expansion Project will focus on the following key objectives: • Replace core infrastructure at City Hall Main Data Facility: ○ Replacement of wireless controller and EDGE firewalls. ○ Migration of wireless controllers and firewalls to new systems • Replacement of incompatible hardware: ○ New hardware including network switches and access points across city buildings and facilities. • Deployment of all new systems: ○ Increase public wi-fi availability and capabilities across the city Goals and Expected Outcomes: • Increase public wi-fi availability and capabilities across the city

Initial
UD

Agenda Item #7.2.



Technology Metrics			
Type of Wi-Fi tech	Wi-Fi 6E/Cisco 9300 WLC	Primary use	Serving City (public and internal) Wi-Fi
Concurrent user capacity	500+	Number of individuals using Community Wireless (Planned)	2000+
Number of Access Points	75 installed (135+ total)	Total area covered	Public Access Buildings city wide and select outdoor public spaces
Min Speed	100Mb down and 20Mb up	Internet Access and Speed	Fiber/Microwave/Copper
Max Speed	500Mb down and 50Mb up	Backhaul Method and Speed	Fiber/Microwave/Copper
Security	Palo Alto Firewalls/ Microsoft Sentinel/ Microsoft Defender/Cisco ISE		
GPS coordinates or Wi-Fi Access point Coordinates		Lat	Long
Branigan Cultural Center - 501 N Main St		-106.78	32.313123
Castaneda Center - 1501 E Hadley Ave STE A		-106.765	32.317775
City Hall - 700 N Main St		-106.779	32.314465
Visit Las Cruces - 336 S Main St		-106.778	32.307262
East Mesa Public Safety - 550 N Sonoma Ranch Blvd		-106.726	32.331049
East Side Community Center - 310 N Tornillo St		-106.774	32.312637
Fire station 1 - 201 E Picacho Ave		-106.779	32.316783
Frank O'Brian Papen - 304 Bell Ave		-106.77	32.275023
Plaza de Las Cruces - 100 N Main St,		-106.778	32.309838
Intermodal Transit Terminal - 300 W Lohman Ave,		-106.781	32.305501
LCPD Headquarters - 217 E Picacho Ave		-106.778	32.316992
MoNas - 411 N Main St		-106.78	32.312477
Muni Court - 135 E Griggs Ave		-106.778	32.310107
Munson Center - 975 S Mesquite St		-106.771	32.302169
Regional Aquatic Center - 1401 E Hadley Ave		-106.767	32.316698
Rio Grande Theater - 211 N Main St		-106.779	32.310702
Railroad Museum - 351 N Mesilla St		-106.787	32.308517
Sage Café - 6121 Reynolds Dr		-106.699	32.389868
Thomas Branigan Memorial Library - 200 E Picacho Ave		-106.778	32.315787

Agenda Item #7.2.

Attachment "B"



Community Connect Program	
Exhibit B - Project Budget	
Subrecipient	City of Las Cruces
Project Name	City of Las Cruces IT Infrastructure Upgrade

Total Budget	Total Grant	Grant %
\$1,427,361	\$1,427,361	100%

Categories and Eligible Cost Components	Total Budget for Cost Component	Grant Amount Per Cost Component	Grant Percentage	Brief Narrative for Cost
Equipment Costs				
Access Points	\$108,597	\$108,597	100%	85 Additional Access Points
Routers	\$0	\$0	0%	
Repeaters	\$0	\$0	0%	
Cabling & Connectors	\$12,889	\$12,889	100%	
Other Hardware	\$595,677	\$595,677	100%	Firewalls and other Hardware (LANs, Servers, etc.)
Category Total	\$717,163	\$717,163	100%	
Installation Costs				
Labor (Technicians)	\$375,550	\$375,550	100%	ANM Engineering Labor and Configuration
Site Survey	\$0	\$0	0%	
Mounting & Enclosures	\$709	\$709	100%	
Testing & Configuration	\$0	\$0	0%	
Category Total	\$376,259	\$376,259	100%	
Network Management				
Software Licenses	\$33,530	\$33,530	100%	
Network Monitoring Tools	\$0	\$0	0%	
Maintenance Contracts	\$0	\$0	0%	
Category Total	\$33,530	\$33,530	100%	
Miscellaneous Costs				
Permits & Fees	\$0	\$0	0%	10% Contingency
Training & Support	\$0	\$0	0%	
Contingency	\$124,860	\$124,860	100%	
Category Total	\$124,860	\$124,860	100%	
Administrative				
Project Management	\$62,140	\$62,140	100%	IT Support (temp)
Grant Administration	\$0	\$0	0%	
Reporting	\$113,409	\$113,409	100%	
Category Total	\$175,549	\$175,549	100%	
Total	\$1,427,361	\$1,427,361	100%	

Initial
WD

Agenda Item #7.2.

Attachment "B"

Community Connect Program	
Exhibit C - Project Schedule	
Subrecipient	City of Las Cruces
Project Name	City of Las Cruces Infrastructure Project



Project Schedule Status	% Complete
Not Started	71%
In Progress	0%
Completed	29%

WBS#	Activity	Status	Start Date (MM/DD/YYYY)	End Date (MMDD/YYYY)	Duration (Days)	Comment
1	Project Design	Completed	7/1/2025	12/1/2025	153	All design was completed in 2025. This project was slated to begin July 2026 with FY27 City funds for infrastructure improvements and partial replacements
2	Environmental Assessment & Permitting (Right of Way, Easements, etc.)	Not started	N/A	N/A		No Permits are required at this time, there is no acquisition of rights-of-way, and no installation of fiber
3	Equipment Acquisition, Installation and Provisioning	Not started	4/1/2026	11/1/2026	214	Core infrastructure investments, wireless infrastructure improvements, NAC (Cisco ISE) Security, Wireless Mesh APs, Firewall Security and Firewall Management.
4	Contracting	Completed	N/A	N/A		Contractors have existing contracts with the City of Las Cruces
5	Engineering	Not started	4/1/2026	11/1/2026	214	Engineering happens in parallel with provisioning and installation of received equipment.
6	Construction and Connections	Not started	11/2/2026	6/30/2027	240	Construction, hardware and software installation/completion
7	Marketing, Sales and Adoption Campaigns	Not started	5/1/2026	6/30/2026	60	CLC Communications department will work on roll-out plans and marketing campaigns once project upgrades are complete.
8	Major Contingencies	Not started	4/1/2025	6/30/2026	455	

Initial
WD

Agenda Item #7.2.

Attachment "B"

STATE OF NEW MEXICO
Request for Payment Form
Exhibit D

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee:

B. Address:

(Complete Mailing, including Suite, if applicable)

City, State, Zip

C. Contact Name/Phone #:

D. Grant No:

E. Project Title:

F. Grant Expiration Date:

II. Payment Computation

A. Payment Request No.

B. Grant Amount:

\$ 0.00

C. AIPP Amount (If Applicable) :

\$ 0.00

D. Funds Requested to Date:

\$ 0.00

E. Amount Requested this Payment:

\$ 0.00

F. Reversion Amount (If Applicable) :

\$ 0.00

G. Grant Balance:

\$ 0.00

H. ☐ CCGP- CNMF ☐ GF ☐ GOB ☐ STB

I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year :

2027 (July 1, 2026 - June 30, 2027)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that required reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: Fund No.: Loc No.:

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date



26-149

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: June 1, 2026
Drafter:	Hayford Danso Department: City Manager's Office
Title:	A RESOLUTION AMENDING THE FY2026-2031 CAPITAL IMPROVEMENTS PROGRAM.

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

PURPOSE(S) OF ACTION:

To amend the Capital Improvements Program (CIP) for Fiscal Year (FY) 2026 through 2031.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

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

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

SUPPORT INFORMATION:

[Exhibit "A" - FY2026-2031 CIP](#)

[Attachment "A" - Amendment Descriptions](#)

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☒ Yes

☐ No

Agenda Item #7.3.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will amend the City of Las Cruces FY2026 through FY2031 CIP.
2. Vote "No"; this will not amend the City of Las Cruces FY2026 through FY2031 CIP.
3. Vote to "Amend"; this will potentially amend the Cruces FY2026 through FY2031 CIP, requiring pages in the program document be added, deleted or modified.
4. Vote to "Table"; this will delay the use of funds for amended projects.

Agenda Item #7.3.

RESOLUTION 26-149

A RESOLUTION AMENDING THE FY2026-2031 CAPITAL IMPROVEMENTS PROGRAM.

The City Council is informed that:

WHEREAS, the Capital Improvements Program (CIP) is a six-year program that identifies capital projects which address capital needs to build, replace, expand, and improve infrastructure and systems; and

WHEREAS, in accordance with the provisions of Article VI. Section 6.03 of the City Charter, the financing and location of capital improvements is guided by the City's Comprehensive Plan, Elevate Las Cruces; and

WHEREAS, pursuant to Article V. Section 5.08 of the City Charter, Council may supplement, reduce or transfer appropriations.

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

(I)

THAT the Capital Improvements Program for FY2026 through FY2031, attached hereto and made part of this Resolution as Exhibit "A", is hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #7.3.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

Exhibit - "A"

AMENDED - JUNE 01, 2022

Project Title		Department	Funded FY2026	Unfunded					Funding Source
				FY2027	FY2028	FY2029	FY2030	FY2031	
Active Transportation			\$	\$	\$	\$	\$	\$	
Active Transportation - Newly Funded			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Active Transportation - Carryover			\$ 7,686,922.46	\$ 775,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ -	
Active Transportation Program			\$ 7,065,182.08	\$ 665,000.00	\$ -	\$ -	\$ -	\$ -	
Active Transportation Projects			\$ 3,030,370.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
Madrid Ave Extension - Evelyn St to N Triviz Dr		Public Works	\$ 1,221,457.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Melendres Ave/Pittsburg - Hadley to Picacho		Public Works	\$ 2,414,704.47	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Trail Renovations		Parks & Recreation	\$ 95,000.00	\$ 1,540,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	Grants
Dona Ana Move Trail		Parks & Recreation	\$ 909,469.23	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
Tortugas Trail		Parks & Recreation	\$ 125,543.68	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Other
University Multi-Use Trail Loop		Parks & Recreation	\$ 588,489.17	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Active Transportation - Annual			\$ 621,740.38	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ -	
ADA Compliance			\$ 621,740.38	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ -	
ADA Sidewalk Program		Public Works	\$ 621,740.38	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ -	Taxes
Active Transportation - Future			\$ -	\$ 174,000.00	\$ -	\$ -	\$ -	\$ -	
Green Cool Corridors for Bicycles		Sustainability	\$ -	\$ 174,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
SUBTOTAL			\$ 8,308,662.84	\$ 1,059,000.00	\$ 220,000.00	\$ 220,000.00	\$ 220,000.00	\$ -	
Airport			\$	\$	\$	\$	\$	\$	
Airport - Newly Funded			\$ 3,655,102.13	\$ 820,000.00	\$ -	\$ -	\$ -	\$ -	
Airport Improvements, Pavement Maintenance, and Equipment		Las Cruces Airport	\$ 2,312,681.13	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
LRU Airport Automated Weather Observation System (AWOS) and Rotating Beacon		Las Cruces Airport	\$ 1,342,421.00	\$ 820,000.00	\$ -	\$ -	\$ -	\$ -	Grants
Airport - Carryover			\$ 3,081,283.70	\$ 1,985,000.00	\$ 285,000.00	\$ 285,000.00	\$ 285,000.00	\$ -	
LRU Runway Improvements			\$ 2,906,283.70	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	
LRU Runways 8-26 and 12-30 Blast Pads		Las Cruces Airport	\$ 572,364.04	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
LRU Infrastructure Extensions/Improvements		Las Cruces Airport	\$ 481,568.45	\$ 5,350,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
LRU Airport Infrastructure Improvements		Las Cruces Airport	\$ 22,672.44	\$ -	\$ -	\$ -	\$ -	\$ -	GRANTS
Airport - Annual			\$ 175,000.00	\$ 485,000.00	\$ 285,000.00	\$ 285,000.00	\$ 285,000.00	\$ -	
LRU Pavement Maintenance Program		Las Cruces Airport	\$ -	\$ 400,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	Other, Taxes
LRU Pavement Striping/Marking Maintenance Program		Las Cruces Airport	\$ 175,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ -	Grants, Taxes
Airport - Future			\$ -	\$ 18,539,000.00	\$ 7,050,000.00	\$ 5,150,000.00	\$ 38,770,000.00	\$ 17,500,000.00	
LRU Runway Improvements		Las Cruces Airport	\$ -	\$ -	\$ -	\$ -	\$ 27,500,000.00	\$ 17,500,000.00	
LRU Runway 4-22 Rehabilitation		Las Cruces Airport	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	Grants
LRU Runway 12/30 Extension		Las Cruces Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,500,000.00	Grants, Other, Taxes
Runway 8/26 Extension		Las Cruces Airport	\$ -	\$ -	\$ -	\$ -	\$ 27,500,000.00	\$ -	Grants, Taxes
LRU Airline Ground Support Equipment Facility Design and Construction		Las Cruces Airport	\$ -	\$ -	\$ -	\$ 750,000.00	\$ -	\$ -	Other
LRU Airport Maintenance Equipment		Las Cruces Airport	\$ -	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	Grants, Taxes
LRU Apron West Rehabilitation		Las Cruces Airport	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00	\$ -	Grants, Taxes
LRU ARFF (Airport Rescue and Fire Fighting) Index B Equipment Upgrades		Las Cruces Airport	\$ -	\$ 1,600,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
LRU Commercial Hangar Design and Construction		Las Cruces Airport	\$ -	\$ -	\$ 2,850,000.00	\$ -	\$ -	\$ -	Grants, Taxes
LRU East Road Extensions/Improvements		Las Cruces Airport	\$ -	\$ -	\$ -	\$ -	\$ 11,200,000.00	\$ -	Other
LRU Fuel Farm Relocation and Expansion		Las Cruces Airport	\$ -	\$ -	\$ -	\$ 1,900,000.00	\$ -	\$ -	Other
LRU Maintenance Facility Design and Construction		Las Cruces Airport	\$ -	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	Grants
LRU Multi-Modal Public Passenger Transit Facility		Las Cruces Airport	\$ -	\$ -	\$ -	\$ 2,500,000.00	\$ -	\$ -	Other
LRU Passenger Terminal Design and Construction		Las Cruces Airport	\$ -	\$ 9,600,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
LRU Passenger Terminal Parking Design and Construction		Las Cruces Airport	\$ -	\$ 1,600,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
LRU Taxi Lane Extensions/Improvements		Las Cruces Airport	\$ -	\$ -	\$ 3,450,000.00	\$ -	\$ -	\$ -	Other
Taxiway C Rehabilitation		Las Cruces Airport	\$ -	\$ 4,369,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Other, Taxes
SUBTOTAL			\$ 6,911,385.83	\$ 21,829,000.00	\$ 7,620,000.00	\$ 5,720,000.00	\$ 39,340,000.00	\$ 17,500,000.00	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

Attainable/Affordable Housing		\$	\$	\$	\$	\$	\$
Attainable/Affordable Housing - Newly Funded		\$ 9,261,834.00	\$ 6,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	-
Arcadia 4 Subdivision	Housing and Neighborhood Svcs	\$ 3,250,000.00	\$ -	\$ -	\$ -	\$ -	- Grants, Other
Affordable Housing Trust Fund and Land Bank Projects	Housing and Neighborhood Svcs	\$ 4,972,334.00	\$ -	\$ -	\$ -	\$ -	- Grants, Other
Paseos Verdes	Housing and Neighborhood Svcs	\$ 1,039,500.00	\$ 6,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	- Bonds, Grants, Taxes
Attainable/Affordable Housing - Carryover		\$ 16,487,106.83	\$ 2,737,401.00	\$ -	\$ -	\$ -	-
MVCoH Campus Extension (Amador Crossing)	Housing and Neighborhood Svcs	\$ 16,487,106.83	\$ 2,737,401.00	\$ -	\$ -	\$ -	- Grants, Telshor
Attainable/Affordable Housing - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	-
Attainable/Affordable Housing - Future		\$ -	\$ 12,550,000.00	\$ 7,050,000.00	\$ 12,050,000.00	\$ 7,050,000.00	5,050,000.00
Affordable Housing Trust Fund and Land Bank Projects	Housing and Neighborhood Svcs	\$ -	\$ 5,500,000.00	\$ 5,050,000.00	\$ 10,050,000.00	\$ 5,050,000.00	5,050,000.00 Bonds, Grants, Other
Lift Up Las Cruces - Street Improvements		\$ -	\$ 7,050,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	-
SUBTOTAL		\$ 25,748,940.83	\$ 21,287,401.00	\$ 9,050,000.00	\$ 14,050,000.00	\$ 9,050,000.00	5,050,000.00

City Operational Facilities		\$	\$	\$	\$	\$	\$
City Operational Facilities - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	-
East Mesa Center Emergency Generator (Sage Café)	Quality of Life	\$ -	\$ 422,500.00	\$ -	\$ -	\$ -	- Grants, Taxes
City Operational Facilities - Carryover		\$ 278,650.46	\$ 1,016,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	-
Safety, Health, Environmental & Emergency		\$ 278,650.46	\$ -	\$ -	\$ -	\$ -	-
City Hall Security Upgrades	Facilities Management	\$ 15,436.46	\$ -	\$ -	\$ -	\$ -	- Taxes
HR Remodel	Facilities Management	\$ 110,000.00	\$ -	\$ -	\$ -	\$ -	- Taxes
Surveillance and Access Controls	Facilities Management	\$ 183,214.00	\$ -	\$ -	\$ -	\$ -	- Taxes, GRT
General Facilities Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	-
Energy Efficiency Program - IGA	Facilities Management	\$ -	\$ -	\$ -	\$ -	\$ -	- Taxes
City Operational Facilities - Annual		\$ -	\$ 1,016,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	-
Safety, Health, Environmental & Emergency		\$ -	\$ 1,016,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	-
Safety, Health, Environmental, & Emergency	Facilities Management	\$ -	\$ 1,016,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	- Taxes
City Operational Facilities - Future		\$ -	\$ 10,146,500.00	\$ 300,000.00	\$ 210,000.00	\$ 200,000.00	-
General Facilities Improvements		\$ -	\$ 7,922,500.00	\$ -	\$ -	\$ -	-
City Hall Expansion	Facilities Management	\$ -	\$ 7,500,000.00	\$ -	\$ -	\$ -	- Other
HVAC Upgrade Program		\$ -	\$ 400,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	-
HVAC Upgrade Program	Facilities Management	\$ -	\$ 400,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	- Taxes
Refuse & Recycling Buffer Program		\$ -	\$ 24,000.00	\$ 100,000.00	\$ 10,000.00	\$ -	-
Refuse & Recycling Buffer Program	Facilities Management	\$ -	\$ 24,000.00	\$ 100,000.00	\$ 10,000.00	\$ -	- Taxes
East Mesa Outdoor Pool - Ground Stabilization	Parks & Recreation	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	- ARPA, Bonds, Grants, Taxes
Office Renovation - Castaneda Service Center	Parks & Recreation	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	- ARPA, Bonds, Grants, Other, Taxes
Satellite Park Maintenance Yard and Facility	Parks & Recreation	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	- ARPA, Bonds, Grants, Other, Taxes
SUBTOTAL		\$ 278,650.46	\$ 12,179,500.00	\$ 811,000.00	\$ 721,000.00	\$ 711,000.00	-

Equipment & IT		\$	\$	\$	\$	\$	\$
Equipment & IT - Newly Funded		\$ 1,427,361.00	\$ 181,500.00	\$ -	\$ -	\$ -	-
Broadband Access and Expansion	Information Technology	\$ 1,427,361.00	\$ -	\$ -	\$ -	\$ -	- Grant
Access Channel Capital Improvement	Communications	\$ -	\$ 181,500.00	\$ -	\$ -	\$ -	- Other
Equipment & IT - Carryover		\$ -	\$ -	\$ -	\$ -	\$ -	-
Safety, Health, Environmental & Emergency		\$ -	\$ -	\$ -	\$ -	\$ -	-
Senior Program Equipment and Rolling Stock	Quality of Life	\$ 310,000.00	\$ -	\$ -	\$ -	\$ -	- Grants, Taxes
Equipment & IT - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	-
Equipment & IT - Future		\$ -	\$ 483,000.00	\$ 92,000.00	\$ -	\$ -	-
Audio and Visual Equipment Upgrades for City Hall	Facilities Management	\$ -	\$ 383,000.00	\$ 92,000.00	\$ -	\$ -	- Taxes
Large Equipment - New and Replacement	Parks & Recreation	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	- ARPA, Bonds, Grants, Other, Taxes
SUBTOTAL		\$ 1,427,361.00	\$ 664,500.00	\$ 92,000.00	\$ -	\$ -	-

Non-Profit		\$	\$	\$	\$	\$	\$
Non-Profit - Newly Funded		\$ 584,100.00	\$ 4,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	-
MVCoH Master Plan Implementation	Housing and Neighborhood Svcs	\$ 584,100.00	\$ 4,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	- Grants, Taxes

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

Non-Profit		\$	\$	\$	\$	\$	\$
Non-Profit - Carryover		\$ 6,424,934.56	\$ 16,224,356.00	\$ -	\$ -	\$ -	-
MVCoH Health Facility		\$ 31,314.63	\$ -	\$ -	\$ -	\$ -	-
MVCH Health Facility Improvements	Non-Profit	\$ 31,314.63	\$ -	\$ -	\$ -	\$ -	Grants
Arts and Cultural District Improvements	Non-Profit	\$ 1,521,448.01	\$ -	\$ -	\$ -	\$ -	Grants
Jardin de los Niños Re-Roof	Non-Profit	\$ 7,745.30	\$ 150,000.00	\$ -	\$ -	\$ -	Grants
La Casa, Inc. Improvements (Flooring, Painting, Shade Structure)	Non-Profit	\$ 72,447.60	\$ -	\$ -	\$ -	\$ -	Grants
La Casa, Inc. Safety and Security Improvements	Non-Profit	\$ 574,200.00	\$ 500,000.00	\$ -	\$ -	\$ -	Grants
MV Community of Hope Expansion Remodel	Non-Profit	\$ 874,811.76	\$ 1,000,000.00	\$ -	\$ -	\$ -	Grants
MVCoH Restroom Showers & Mechanical Room	Facilities Management	\$ 387,125.00	\$ -	\$ -	\$ -	\$ -	Telshor
The Kitchens at MVCOH	Non-Profit	\$ 2,955,842.26	\$ 14,574,356.00	\$ -	\$ -	\$ -	Grants
Non-Profit - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	-
Non-Profit - Future		\$ -	\$ 3,060,000.00	\$ -	\$ -	\$ -	-
MVCoH Health Facility		\$ -	\$ 330,000.00	\$ -	\$ -	\$ -	-
Health Facility Phase IV	Non-Profit	\$ -	\$ 330,000.00	\$ -	\$ -	\$ -	Grants
Jardin de los Niños Security Improvements	Non-Profit	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	Grants
MVCH Bldg 1 Solar Project	Non-Profit	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	Other
MVCH Patio to Office Remodel	Non-Profit	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	Grants
MVCH Solar Parking Structure	Non-Profit	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	Grants
SUBTOTAL		\$ 7,009,034.56	\$ 20,554,356.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	-
Other		\$	\$	\$	\$	\$	\$
Other - Newly Funded		\$ 330,000.00	\$ -	\$ -	\$ -	\$ -	-
ASCMV Kennel Room Improvements	Public Works	\$ 280,000.00	\$ -	\$ -	\$ -	\$ -	Grants
ASCMV Surgical Suite Improvements	Public Works	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	Grants
Other - Carryover		\$ -	\$ -	\$ -	\$ -	\$ -	-
Other - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	-
Other - Future		\$ -	\$ 653,000.00	\$ -	\$ -	\$ -	-
Parks and Recreation Master Plan Update	Parks & Recreation	\$ -	\$ 433,000.00	\$ -	\$ -	\$ -	Grants, Other, Taxes
QOL Bookmobile	Quality of Life	\$ -	\$ 220,000.00	\$ -	\$ -	\$ -	Bonds, Grants, Other, Taxes, TIDD
SUBTOTAL		\$ 330,000.00	\$ 653,000.00	\$ -	\$ -	\$ -	-
SUBTOTAL		\$ -	\$ 653,000.00	\$ -	\$ -	\$ -	-
Park Improvements		\$	\$	\$	\$	\$	\$
Park Improvements - Newly Funded		\$ 240,000.00	\$ -	\$ -	\$ -	\$ -	-
Park Deferred Maintenance Projects	Parks & Recreation	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -	GRT
Park Restrooms Repair and Rehabilitation Projects	Parks & Recreation	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	GRT
Park Improvements - Carryover		\$ 8,597,165.70	\$ 9,150,007.19	\$ 2,650,000.00	\$ 2,775,000.00	\$ 2,900,000.00	3,025,000.00
Apodaca Park Aquatic Playground and Multi-Use Path	Parks & Recreation	\$ 3,302,977.17	\$ -	\$ -	\$ -	\$ -	Grants, PIF, Taxes
Ballfield/Multi-Use Field Renovations & Upgrades	Parks & Recreation	\$ 14,716.22	\$ 3,344,000.00	\$ -	\$ -	\$ -	ARPA, Bonds, Grants, Taxes
Benavidez Community Center Park Improvements	Parks & Recreation	\$ 734,599.40	\$ 619,007.19	\$ -	\$ -	\$ -	Grants, PIF
Gallagher Park Improvements - Design/Construction	Parks & Recreation	\$ 6,482.35	\$ -	\$ -	\$ -	\$ -	Bonds
Klein Park Improvements	Parks & Recreation	\$ -	\$ 57,000.00	\$ -	\$ -	\$ -	Grants, PIF
Legacy Park Renovations	Parks & Recreation	\$ 1,541,095.16	\$ 5,075,000.00	\$ 2,650,000.00	\$ 2,775,000.00	\$ 2,900,000.00	3,025,000.00
Park Drinking Fountains	Parks & Recreation	\$ 1,323,792.44	\$ 55,000.00	\$ -	\$ -	\$ -	Grants, Telshor Fund, GRT
Pioneer Women's Park Improvements	Parks & Recreation	\$ 741,820.68	\$ -	\$ -	\$ -	\$ -	Grants
Skate Park Improvements	Parks & Recreation	\$ 403,420.22	\$ -	\$ -	\$ -	\$ -	Grants, PIF
Valley View Park - Heske Garden Lighting Replacement	Parks & Recreation	\$ 528,262.06	\$ -	\$ -	\$ -	\$ -	Grants, GRT, Taxes
Park Improvements - Annual		\$ 1,751,095.12	\$ 5,973,000.00	\$ 2,325,000.00	\$ 1,926,000.00	\$ 2,526,000.00	500,000.00
Neighborhood Parks		\$ 1,147,290.12	\$ 4,900,000.00	\$ 1,800,000.00	\$ 1,900,000.00	\$ 2,000,000.00	-
Playground Renovations	Parks & Recreation	\$ 1,147,290.12	\$ 4,900,000.00	\$ 1,800,000.00	\$ 1,900,000.00	\$ 2,000,000.00	Grants, Other, Telshor Fund
Parks Shade Structures		\$ 23,250.00	\$ 73,000.00	\$ 25,000.00	\$ 26,000.00	\$ 26,000.00	-
Shade structure replacement	Parks & Recreation	\$ 23,250.00	\$ 73,000.00	\$ 25,000.00	\$ 26,000.00	\$ 26,000.00	Taxes
Park Restroom Improvements and New Restrooms	Parks & Recreation	\$ 580,555.00	\$ 1,000,000.00	\$ 500,000.00	\$ -	\$ 500,000.00	500,000.00
Park Improvements - Future		\$ -	\$ 5,894,000.00	\$ 13,500,000.00	\$ 30,150,000.00	\$ 29,750,000.00	150,000.00
Parks and Recreational Facilities Structural Renovations		\$ -	\$ 1,460,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	150,000.00
Light Poles at Hadley Fields	Facilities Management	\$ -	\$ 1,010,000.00	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Parks and Recreational Facilities Enhancements	Parks & Recreation	\$ -	\$ 450,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	Taxes
Burn Lake Improvements	Parks & Recreation	\$ -	\$ 300,000.00	\$ 3,000,000.00	\$ -	\$ -	ARPA, Bonds, Grants, Other, PIF, Taxes
Four Field Baseball/Softball Complex	Parks & Recreation	\$ -	\$ 400,000.00	\$ 5,950,000.00	\$ -	\$ -	Other
Multi-Use Recreation Center	Parks & Recreation	\$ -	\$ 1,800,000.00	\$ 4,400,000.00	\$ 30,000,000.00	\$ 29,600,000.00	Bonds, Grants, Other, Taxes
Soldados Field Lighting	Parks & Recreation	\$ -	\$ 1,200,000.00	\$ -	\$ -	\$ -	Bonds, Grants, PIF, Taxes
Soldados Field Restroom	Parks & Recreation	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	Bonds, Grants, PIF, Taxes

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

Veterans Memorial Park Restroom Plumbing Repairs and Upgrades	Parks & Recreation	\$ -	\$ 134,000.00	\$ -	\$ -	\$ -	\$ -	-	Other
SUBTOTAL		\$ 10,588,260.82	\$ 21,017,007.19	\$ 18,475,000.00	\$ 34,851,000.00	\$ 35,176,000.00	\$ 3,675,000.00		
Parks - New									
Parks - New - Newly Funded		\$ 2,000,000.00	\$ 4,983,700.00	\$ -	\$ 1,407,498.00	\$ -	\$ -		
Bike Park	Parks & Recreation	\$ 2,000,000.00	\$ 4,983,700.00	\$ -	\$ 1,407,498.00	\$ -	\$ -	-	ARPA, Bonds, Grants, Other, PIF, Taxes
Parks - New - Carryover		\$ 3,536,843.86	\$ 3,995,000.00	\$ 920,000.00	\$ 500,000.00	\$ 920,000.00	\$ 920,000.00		
Neighborhood Parks		\$ 1,054,895.22	\$ 2,760,000.00	\$ 920,000.00	\$ 500,000.00	\$ 920,000.00	\$ 920,000.00		
Developer Neighborhood Park Reimbursement	Parks & Recreation	\$ 1,054,895.22	\$ 2,760,000.00	\$ 920,000.00	\$ 500,000.00	\$ 920,000.00	\$ 920,000.00		PIF
Chandler Tank Park Phase 1	Parks & Recreation	\$ 1,079,202.05	\$ -	\$ -	\$ -	\$ -	\$ -	-	Bonds, PIF, Taxes
East Mesa Public Safety Area Park	Parks & Recreation	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	PIF
Highland Park	Parks & Recreation	\$ 566,490.69	\$ -	\$ -	\$ -	\$ -	\$ -	-	Bonds, PIF, Taxes
LCIIP Gateway Signage	Economic Development	\$ 480,000.00	\$ 85,000.00	\$ -	\$ -	\$ -	\$ -	-	Bonds, Grants, Taxes
New Skate Park	Parks & Recreation	\$ 21,255.90	\$ 1,150,000.00	\$ -	\$ -	\$ -	\$ -	-	Bonds, Grants, Other, PIF
Veteran's Memorial Park Enhancements	Parks & Recreation	\$ 235,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	ARPA, Bonds, Grants, Taxes
Parks - New - Annual		\$ 793,250.00	\$ 1,550,000.00	\$ 800,000.00	\$ 800,000.00	\$ 800,000.00	\$ 950,000.00		Bonds
Neighborhood Parks		\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00		Bonds
Neighborhood Parks	Parks & Recreation	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00		PIF
Land Acquisition, Planning, and Design for Parks	Parks & Recreation	\$ 293,250.00	\$ 1,050,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 450,000.00		Bonds, PIF
Parks - New - Future		\$ -	\$ 5,333,700.00	\$ 3,500,000.00	\$ 1,407,498.00	\$ 2,000,000.00	\$ 240,000.00		
Event Park	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000.00	-	ARPA, Bonds, Grants, Other, PIF
Waterfalls Park	Parks & Recreation	\$ -	\$ 350,000.00	\$ 3,500,000.00	\$ -	\$ 2,000,000.00	\$ -	-	Bonds, Grants, PIF, Taxes
SUBTOTAL		\$ 6,330,093.86	\$ 10,528,700.00	\$ 1,720,000.00	\$ 2,707,498.00	\$ 1,720,000.00	\$ 1,870,000.00		
Public Facilities									
Public Facilities - Newly Funded		\$ 8,582,090.08	\$ 3,333,180.00	\$ -	\$ -	\$ -	\$ -		
Facilities Deferred Maintenance Projects		\$ 725,000.00	\$ -	\$ -	\$ -	\$ -	\$ -		GRT
Downtown Parking Lots Program		\$ 510,000.00	\$ -	\$ -	\$ -	\$ -	\$ -		
Downtown Parking Lot 3 and 4		\$ 510,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	GRT
Parking Lots Program		\$ 880,000.00	\$ -	\$ -	\$ -	\$ -	\$ -		
Citywide Parking Lots Rehabilitation Projects	Facilities Management	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	GRT
Frank O' Brien Center Parking Lot	Facilities Management	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	GRT
Maag Ballfield Parking Lot	Facilities Management	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	GRT
Roof Replacement Program		\$ 2,040,000.00	\$ -	\$ -	\$ -	\$ -	\$ -		
Citywide Preservation and Rehabilitation Roof Projects	Facilities Management	\$ 540,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	GRT
Castaneda Building Re-Roof	Facilities Management	\$ 1,500,000.00	\$ 316,781.00	\$ -	\$ -	\$ -	\$ -	-	GRT
Security & Fire Alarm Program		\$ 110,000.00	\$ -	\$ -	\$ -	\$ -	\$ -		
Security & Fire Alarm Projects	Facilities Management	\$ 110,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grant
DC Fast Charger - Electric Vehicle Charger	Sustainability	\$ 522,420.08	\$ -	\$ -	\$ -	\$ -	\$ -	-	
ADA Compliance		\$ 297,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	
ADA Compliance	Public Works	\$ 297,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grant
MoNaS Nature Center Redesign	Quality of Life	\$ 445,500.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, TIDD
East Mesa Multi-Generational Center Expansion (Sage Café)	Quality of Life	\$ 3,052,170.00	\$ 3,083,180.00	\$ -	\$ -	\$ -	\$ -	-	Taxes
Public Facilities - Carryover		\$ 22,794,755.15	\$ 36,266,431.64	\$ 43,479,721.32	\$ 7,672,226.32	\$ 7,672,226.32	\$ 59,000.00		
General Facilities Improvements		\$ 9,732,000.11	\$ 20,479,442.00	\$ 35,607,495.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	-	
Amador Hotel Renovation	Quality of Life	\$ 4,812,921.66	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	-	Grants, Taxes, TIDD
Benavidez Center Kitchen Floor	Quality of Life	\$ 82,465.45	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes
Branch Library	Quality of Life	\$ 29,754.68	\$ 1,750,000.00	\$ 17,500,000.00	\$ -	\$ -	\$ -	-	Bonds, Other, Taxes
Branigan Library Renovation and Expansion	Quality of Life	\$ 1,767,127.71	\$ 15,310,642.00	\$ 17,107,495.00	\$ -	\$ -	\$ -	-	Bonds, Grants, Taxes, TIDD
Frank O'Brien Papen Community Center Rehabilitation	Facilities Management	\$ 10,777.79	\$ 448,800.00	\$ -	\$ -	\$ -	\$ -	-	Taxes
Meerscheidt Recreation Center - Remodel/Expansion	Parks & Recreation	\$ 2,157,678.12	\$ -	\$ -	\$ -	\$ -	\$ -	-	Bonds, Taxes
Munson Senior Center Renovations	Quality of Life	\$ 661,274.70	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants
Museum of Nature & Science Atrium Redesign	Quality of Life	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, TIDD
Museum Technology Improvements	Quality of Life	\$ 210,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	TIDD
Generator Buffer Program		\$ -	\$ 65,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	-	
Generator Buffer Program	Facilities Management	\$ -	\$ 65,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	-	Taxes
Generator Replacement Program		\$ -	\$ 292,537.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00		59,000.00
Generator Replacement Program	Facilities Management	\$ -	\$ 292,537.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00		59,000.00 Taxes
Roof Replacement and Rehabilitation Program		\$ 1,436,250.00	\$ 118,000.00	\$ -	\$ -	\$ -	\$ -		
Meerscheidt Center Re-Roof	Facilities Management	\$ 540,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Bonds
Municipal Court Re-Roof	Facilities Management	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Bonds
Museum of Art/MoNaS Re-Roof	Facilities Management	\$ 815,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Bonds, TIDD
Rio Grande Theater Re-Roof	Facilities Management	\$ 271,250.00	\$ 118,000.00	\$ -	\$ -	\$ -	\$ -	-	TIDD

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

Branigan Cultural Center Improvements	Quality of Life	\$ 1,042,809.00	\$ 2,000,000.00	\$ 1,200,000.00	\$ -	\$ -	\$ -	Grants, Taxes, TIDD
East Mesa Public Recreational Complex	Public Works	\$ 3,906,557.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Electrical Vehicle Fleet Chargers	Facilities Management	\$ 72,673.92	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	Taxes
GO Bond - ARPA	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
GO Bond 2022- E. Mesa Recreation Complex	Public Works	\$ 1,140,846.56	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
GO Bond 2022- Parks Improvements	Public Works	\$ 2,034,781.31	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
GO Bond 2022- Public Art	Quality of Life	\$ 240,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Municipal Court Rehabilitation	Public Works	\$ 400,000.00	\$ 13,236,452.64	\$ 6,598,226.32	\$ 6,598,226.32	\$ 6,598,226.32	\$ 6,598,226.32	Bonds, Grants, Taxes, TIDD
Plaza Shade Structures	Economic Development	\$ 2,400,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes
Public Art Rollover Funding	Quality of Life	\$ 88,837.25	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
Regional Community Pool	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Villa Mora Dam Park	Parks & Recreation	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Voluntary Assessment District Phase II	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
SUBTOTAL		\$ 31,376,845.23	\$ 38,966,431.64	\$ 43,479,721.32	\$ 7,672,226.32	\$ 7,672,226.32	\$ 59,000.00	
Public Facilities		\$	\$	\$	\$	\$	\$	
Public Facilities - Annual		\$ 1,470,712.35	\$ 10,793,907.00	\$ 3,892,340.00	\$ 3,867,340.00	\$ 3,202,340.00	\$ -	
ADA Compliance		\$ -	\$ 502,400.00	\$ 101,200.00	\$ 101,200.00	\$ 101,200.00	\$ -	
ADA Compliance	Facilities Management	\$ -	\$ 202,400.00	\$ 101,200.00	\$ 101,200.00	\$ 101,200.00	\$ -	Bonds, Grants, Taxes
Downtown Parking Lots Program		\$ -	\$ 561,000.00	\$ 280,500.00	\$ 280,500.00	\$ 280,500.00	\$ -	
Downtown Parking Lot Projects	Facilities Management	\$ -	\$ 561,000.00	\$ 280,500.00	\$ 280,500.00	\$ 280,500.00	\$ -	TIDD
Parking Lots Program		\$ 837,678.12	\$ 2,124,600.00	\$ 482,800.00	\$ 482,800.00	\$ 257,800.00	\$ -	
Facility Parking Lots Rehabilitation Projects	Facilities Management	\$ 157,678.12	\$ 1,609,000.00	\$ 225,000.00	\$ 225,000.00	\$ -	\$ -	Taxes, GRT
Parks Parking Lot Rehabilitation Program	Facilities Management	\$ -	\$ 515,600.00	\$ 257,800.00	\$ 257,800.00	\$ 257,800.00	\$ -	Bonds, Grants, Taxes
General Facilities Improvements		\$ 118,411.23	\$ 1,387,940.00	\$ 656,470.00	\$ 651,470.00	\$ 656,470.00	\$ -	
General Facilities Improvement Program	Facilities Management	\$ 118,411.23	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	Taxes, Telshor
WIA Building (Women's Improvement Association) Rehabilitation	Facilities Management	\$ -	\$ 387,940.00	\$ 156,470.00	\$ 151,470.00	\$ 156,470.00	\$ -	Taxes, Grants
Parks Parking Lots		\$ -	\$ 900,000.00	\$ 450,000.00	\$ 450,000.00	\$ -	\$ -	
Parks Parking Lot Program	Parks & Recreation	\$ -	\$ 900,000.00	\$ 450,000.00	\$ 450,000.00	\$ -	\$ -	Grants, Other, Taxes
Roof Replacement Program		\$ 199,623.00	\$ 1,388,927.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	\$ -	
Facility Roof Replacement Program	Facilities Management	\$ 199,623.00	\$ 1,072,146.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	\$ -	Bonds, Taxes, TIDD
Safety, Health, Environmental & Emergency		\$ 315,000.00	\$ 3,025,500.00	\$ 1,170,500.00	\$ 1,155,500.00	\$ 1,155,500.00	\$ -	
City Security Program	Facilities Management	\$ 175,000.00	\$ 555,500.00	\$ 270,500.00	\$ 255,500.00	\$ 255,500.00	\$ -	Taxes
City Vacant/Abandoned Lots	Facilities Management	\$ -	\$ 1,650,000.00	\$ 825,000.00	\$ 825,000.00	\$ 825,000.00	\$ -	Taxes
Park Sidewalk Repair Program	Facilities Management	\$ 65,000.00	\$ 150,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -	Grants, Taxes
Security & Fire Alarm Program	Facilities Management	\$ -	\$ 670,000.00	\$ -	\$ -	\$ -	\$ -	Taxes, TIDD
Convention Center FF&E	Visit Las Cruces	\$ 75,000.00	\$ 150,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -	Taxes
Public Facilities - Future		\$ -	\$ 8,055,000.00	\$ 26,481,000.00	\$ 26,481,000.00	\$ 650,000.00	\$ -	
General Facilities Improvements		\$ -	\$ 10,993,180.00	\$ 2,200,000.00	\$ 15,200,000.00	\$ -	\$ -	
Eastside Purchase and Renovation	Quality of Life	\$ -	\$ 2,575,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Munson Center Floor	Quality of Life	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Museum of Art Improvements	Quality of Life	\$ -	\$ 615,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	Grants, Taxes
Museum of Art/MoNaS Remodel	Quality of Life	\$ -	\$ 3,000,000.00	\$ -	\$ 15,000,000.00	\$ -	\$ -	Bonds, Grants, Taxes
Railroad Museum Exterior Improvements	Quality of Life	\$ -	\$ 375,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Sage Cafe Library Expansion	Quality of Life	\$ -	\$ 200,000.00	\$ 2,000,000.00	\$ 200,000.00	\$ -	\$ -	Grants, Taxes
Senior Programs Master Plan	Quality of Life	\$ -	\$ 145,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Safety, Health, Environmental & Emergency		\$ -	\$ 1,300,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ -	
Rehabilitation and Demolition of Vacant Buildings	Facilities Management	\$ -	\$ 1,300,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ -	Taxes
Branigan Library Rehabilitation	Facilities Management	\$ -	\$ 249,500.00	\$ 2,750,000.00	\$ 1,111,000.00	\$ -	\$ -	Bonds, Grants, Taxes
Legends West Facility Master Plan	Parks & Recreation	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	ARPA, Bonds, Grants, Other, PIF, Taxes
Museum System Collections Storage	Quality of Life	\$ -	\$ -	\$ -	\$ 9,500,000.00	\$ -	\$ -	Bonds, Grants, Taxes
Plugged in for Good Community Resilience & Energy Hub	Sustainability	\$ -	\$ 1,932,500.00	\$ 2,000,000.00	\$ -	\$ -	\$ -	Grants
Railroad Museum Reinterpretation	Quality of Life	\$ -	\$ 60,000.00	\$ 225,000.00	\$ -	\$ -	\$ -	Grants, Taxes
Safe Haven Outdoor Classroom	Parks & Recreation	\$ -	\$ 20,000.00	\$ 230,000.00	\$ 20,000.00	\$ -	\$ -	ARPA, Bonds, Grants, PIF, Taxes
SUBTOTAL		\$ 32,847,557.58	\$ 50,393,518.64	\$ 55,427,061.32	\$ 38,020,566.32	\$ 11,524,566.32	\$ 59,000.00	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

Public Safety		\$	\$	\$	\$	\$	\$	\$
Public Safety - Newly Funded		\$ 9,980,302.00	\$ -	\$ -	\$ -	\$ -	\$ -	-
LCPD Academy Roof Rehabilitation	Facilities Management	\$ 360,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	- GRT
Statewide Critical Incident Response Vehicles	Police Department	\$ 620,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	- Grants
Police Driving Track	Police Department	\$ 2,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	- GRT
Police Vehicles	Police Department	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	- GRT
Fire Apparatus	Fire Department	\$ 5,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	- GRT
Public Safety - Carryover		\$ 24,196,729.79	\$ 13,538,068.00	\$ -	\$ -	\$ -	\$ -	-
Police Department Equipment		\$ 235,704.81	\$ 1,238,068.00	\$ -	\$ -	\$ -	\$ -	-
Police Shooting Range	Police Department	\$ 235,704.81	\$ 290,500.00	\$ -	\$ -	\$ -	\$ -	- Grants, Other
Public Safety Regional Communication System Improvements	Police Department	\$ -	\$ 500,500.00	\$ -	\$ -	\$ -	\$ -	- Grants
Public Safety Vehicle SWAT Command Vehicle	Police Department	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	- Grants
Public Safety Vehicles - Bearcat	Police Department	\$ -	\$ 347,068.00	\$ -	\$ -	\$ -	\$ -	- Grants
Safety, Health, Environmental & Emergency		\$ 23,961,024.98	\$ 12,300,000.00	\$ -	\$ -	\$ -	\$ -	-
MIH and CIT response station	Fire Department	\$ 11,076,137.98	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -	- Grants
Real Time Crime Center (RTCC)	Police Department	\$ 2,621,786.00	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	- Grants, Taxes
Fire Station 4 Remodel	Public Works	\$ 950,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-
Fire Station 9 Build	Public Works	\$ 9,313,101.00	\$ -	\$ -	\$ -	\$ -	\$ -	- Bonds, Grants, Telshor
Police Department Building Renovation	Police Department	\$ -	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -	- Grants, Taxes
Public Safety - Annual		\$ 18,799.65	\$ 9,050,000.00	\$ 240,000.00	\$ -	\$ -	\$ -	-
Fire Station Improvements		\$ 18,799.65	\$ 5,562,000.00	\$ -	\$ -	\$ -	\$ -	-
Fire Stations Improvements	Fire Department	\$ 18,799.65	\$ 5,562,000.00	\$ -	\$ -	\$ -	\$ -	- Grants
Fire Department Vehicles and Equipment	Fire Department	\$ -	\$ 3,008,000.00	\$ -	\$ -	\$ -	\$ -	- Bonds
Fire Station Equipment	Fire Department	\$ -	\$ 480,000.00	\$ 240,000.00	\$ -	\$ -	\$ -	- Grants
Public Safety - Future		\$ -	\$ 6,211,919.00	\$ 24,675,000.00	\$ 57,000,000.00	\$ -	\$ -	-
Facility Parking Lot Program		\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	-
Police North Parking Lot Fencing	Police Department	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	- Taxes
Police Parking Lot Resurfacing	Police Department	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	- Taxes
Police Department Equipment		\$ -	\$ 3,020,000.00	\$ 9,000,000.00	\$ -	\$ -	\$ -	-
Police Department Equipment - Axon Body Cameras	Police Department	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	- Grants, Taxes
Police Department Equipment - Mobile Data Terminals	Police Department	\$ -	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	- Grants
Police Emergency Vehicles	Police Department	\$ -	\$ 1,230,000.00	\$ -	\$ -	\$ -	\$ -	- Grants, PSIF, Taxes
Police/Fire Training Facility - Design/Construct	Police Department	\$ -	\$ -	\$ 6,900,000.00	\$ -	\$ -	\$ -	- Bonds, Grants, PSIF, Taxes
Police/Fire Training Facility - Furniture, Fixtures, and Equipment	Police Department	\$ -	\$ -	\$ 2,100,000.00	\$ -	\$ -	\$ -	- Grants, PSIF, Taxes
Public Safety Smart Technology	Police Department	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	- Grants
Solar Canopy protective screen	Police Department	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	- Taxes
Statewide Critical Incident Response Vehicles	Police Department	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	- Grants, Other
Downtown Public Safety Complex	Police Department	\$ -	\$ -	\$ -	\$ 57,000,000.00	\$ -	\$ -	- Bonds, Taxes
Police Department Mobile Operation Command Vehicle	Police Department	\$ -	\$ 701,919.00	\$ -	\$ -	\$ -	\$ -	- Grants
Southwest Station Build	Fire Department	\$ -	\$ -	\$ 6,675,000.00	\$ -	\$ -	\$ -	- Taxes
SUBTOTAL		\$ 34,195,831.44	\$ 28,799,987.00	\$ 24,915,000.00	\$ 57,000,000.00	\$ -	\$ -	-
Public Transit		\$	\$	\$	\$	\$	\$	\$
Public Transit - Newly Funded		\$ 440,525.00	\$ 5,346,800.00	\$ -	\$ -	\$ -	\$ -	-
Transit Vehicles 26	RoadRunner Transit	\$ 340,525.00	\$ 840,000.00	\$ -	\$ -	\$ -	\$ -	- Grants
MVITT Inductive Charging	RoadRunner Transit	\$ 100,000.00	\$ 5,346,800.00	\$ -	\$ -	\$ -	\$ -	- Grants
Public Transit - Carryover		\$ 7,086,230.99	\$ 5,700,000.00	\$ -	\$ -	\$ -	\$ -	-
Municipal Service Center - Transit	RoadRunner Transit	\$ 487,254.99	\$ -	\$ -	\$ -	\$ -	\$ -	- Grants, Taxes
Electric Buses (6)	RoadRunner Transit	\$ 6,598,976.00	\$ 5,700,000.00	\$ -	\$ -	\$ -	\$ -	- Grants, Taxes
Public Transit - Annual		\$ 75,000.00	\$ 275,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	-
Transit Facilities Improvement Program	RoadRunner Transit	\$ 75,000.00	\$ 275,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	- Grants
Public Transit - Future		\$ -	\$ 13,996,800.00	\$ -	\$ -	\$ -	\$ -	-
Resiliency Program		\$ -	\$ 8,146,800.00	\$ -	\$ -	\$ -	\$ -	-
Solar Array	RoadRunner Transit	\$ -	\$ 2,700,000.00	\$ -	\$ -	\$ -	\$ -	- Grants
Battery Storage	RoadRunner Transit	\$ -	\$ 3,150,000.00	\$ -	\$ -	\$ -	\$ -	- Grants
SUBTOTAL		\$ 7,601,755.99	\$ 25,318,600.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	-

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

Resiliency		\$	\$	\$	\$	\$	\$
Resiliency - Newly Funded		\$ 522,420.08	\$ -	\$ -	\$ -	\$ -	\$ -
DC Fast Chargers for Electric Vehicles	Sustainability	\$ 522,420.08	\$ -	\$ -	\$ -	\$ -	\$ -
Resiliency - Carryover		\$ 2,888,313.80	\$ 365,000.00	\$ -	\$ -	\$ -	\$ -
Resiliency Program		\$ 2,888,313.80	\$ 365,000.00	\$ -	\$ -	\$ -	\$ -
Melendres Ave/Pittsburg - Hadley to Picacho	Public Works	\$ 2,414,704.47	\$ -	\$ -	\$ -	\$ -	\$ -
Solar Photovoltaic/Storage Projects	Sustainability	\$ 170,652.96	\$ -	\$ -	\$ -	\$ -	\$ -
Resiliency - Annual		\$ 4,110,820.10	\$ 1,200,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -
Drainage Infrastructure Improvements		\$ 3,143,375.00	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -
Drainage Infrastructure Improvements	Public Works	\$ 3,143,375.00	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -
Resiliency Program		\$ 483,722.55	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -
Casa Linda Acres Reconstruction	Public Works	\$ 273,612.10	\$ -	\$ -	\$ -	\$ -	\$ -
East Mesa Roads and Drainage	Public Works	\$ 110,110.45	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Water System Mapping	Public Works	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -
Resiliency - Future		\$ -	\$ 3,905,000.00	\$ -	\$ -	\$ -	\$ -
Fleet electric vehicle chargers (dual chargers)	Sustainability	\$ -	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -
Hadley Ave Complex Recreation Rehabilitation	Parks & Recreation	\$ -	\$ 3,305,000.00	\$ -	\$ -	\$ -	\$ -
Public Electric Vehicle Chargers (8 dual)	Sustainability	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ 7,521,553.98	\$ 5,470,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -
Streets - New		\$	\$	\$	\$	\$	\$
Streets - New - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets - New - Carryover		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets - New - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets - New - Future		\$ -	\$ 48,848,000.00	\$ -	\$ -	\$ -	\$ -
High Mesa Road	Economic Development	\$ -	\$ 32,000,000.00	\$ -	\$ -	\$ -	\$ -
Transit Loop Road	Economic Development	\$ -	\$ 16,848,000.00	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ -	\$ 48,848,000.00	\$ -	\$ -	\$ -	\$ -
Streets Improvements		\$	\$	\$	\$	\$	\$
Streets Improvements - Newly Funded		\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
N Alameda Blvd & Hoagland Rd Intersection Improvements	Public Works	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Streets Improvements - Carryover		\$ 34,081,075.91	\$ 15,040,000.00	\$ 1,620,000.00	\$ 1,500,000.00	\$ 620,000.00	\$ 1,120,000.00
Complete Streets Program		\$ 5,259,613.38	\$ -	\$ -	\$ -	\$ -	\$ -
East Mesa Roads and Drainage	Public Works	\$ 2,353,051.00	\$ -	\$ -	\$ -	\$ -	\$ -
Melendres Ave/Pittsburg - Hadley to Picacho	Public Works	\$ 2,604,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
University Area Complete Streets	Public Works	\$ 302,062.38	\$ -	\$ -	\$ -	\$ -	\$ -
Downtown Street Improvements		\$ 7,420,567.38	\$ 10,000,000.00	\$ -	\$ -	\$ -	\$ -
Alameda Blvd - S. Main St to W Las Cruces Ave	Public Works	\$ 750,000.00	\$ 10,000,000.00	\$ -	\$ -	\$ -	\$ -
Campo Street Design and Reconstruction	Public Works	\$ 6,670,567.38	\$ -	\$ -	\$ -	\$ -	\$ -
Lift Up Las Cruces - Street Improvements		\$ 1,567,774.00	\$ 1,800,000.00	\$ -	\$ -	\$ -	\$ -
Sacramento St - Poplar Ave to Oasis Ave	Public Works	\$ 1,567,774.00	\$ 1,800,000.00	\$ -	\$ -	\$ -	\$ -
Median Landscaping		\$ 317,917.00	\$ 2,240,000.00	\$ 1,120,000.00	\$ 1,000,000.00	\$ 120,000.00	\$ 1,120,000.00
Lohman Ave & Roadrunner Parkway Medians	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medians	Parks & Recreation	\$ 317,917.00	\$ 2,240,000.00	\$ 1,120,000.00	\$ 1,000,000.00	\$ 120,000.00	\$ 1,120,000.00
Street Lighting & Traffic Signal Maintenance Program		\$ 7,623,398.07	\$ -	\$ -	\$ -	\$ -	\$ -
Mesquite Historic District	Public Works	\$ 896,694.84	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Signal Program		\$ 6,726,703.23	\$ -	\$ -	\$ -	\$ -	\$ -
Bataan Memorial at Rinconada	Public Works	\$ 1,150,887.00	\$ -	\$ -	\$ -	\$ -	\$ -
Casa Linda Acres Reconstruction	Public Works	\$ 4,058,653.48	\$ -	\$ -	\$ -	\$ -	\$ -
E Lohman Ave & S Walnut St Traffic Signal MAP	Public Works	\$ 1,517,162.75	\$ -	\$ -	\$ -	\$ -	\$ -
East Mesa Roads and Drainage	Public Works	\$ 5,165,102.85	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -
Johnson St - Rouault Ave to Topley Ave	Public Works	\$ 108,928.44	\$ -	\$ -	\$ -	\$ -	\$ -
Madrid Ave Extension - Evelyn St to N Triviz Dr	Public Works	\$ 932,620.74	\$ -	\$ -	\$ -	\$ -	\$ -
South Main St - Avenida de Mesilla to Boutz	Public Works	\$ 2,449,046.26	\$ -	\$ -	\$ -	\$ -	\$ -
Telshor Spruce Intersection Improvements	Public Works	\$ 3,397,048.79	\$ 2,850,000.00	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ 35,581,075.91	\$ 15,040,000.00	\$ 1,620,000.00	\$ 1,500,000.00	\$ 620,000.00	\$ 1,120,000.00

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

Streets Improvements		\$	\$	\$	\$	\$	\$
Streets Improvements - Annual		\$ 10,759,525.34	\$ 23,354,525.00	\$ 10,714,525.00	\$ 15,214,525.00	\$ 13,579,000.00	\$ 250,000.00
Drainage Infrastructure Improvements		\$ 15,450.00	\$ 160,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	-
CO-OP Match	Public Works	\$ 15,450.00	\$ 160,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	- Taxes
Neighborhood Traffic Calming Program		\$ 240,000.00	\$ 120,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	-
Neighborhood Traffic Calming Program	Public Works	\$ 240,000.00	\$ 120,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	- Taxes
Pavement Condition Index Improvements		\$ 5,213,019.34	\$ 12,600,000.00	\$ 6,300,000.00	\$ 6,300,000.00	\$ 6,300,000.00	-
Pavement Condition Index Improvements	Public Works	\$ 5,213,019.34	\$ 12,600,000.00	\$ 6,300,000.00	\$ 6,300,000.00	\$ 6,300,000.00	- Taxes
Pavement Marking Program		\$ 222,500.00	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	-
Pavement Marking Program	Public Works	\$ 222,500.00	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	- Taxes
Roadway Maintenance Program		\$ 1,980,000.00	\$ 1,950,000.00	\$ 1,950,000.00	\$ 1,950,000.00	\$ 470,000.00	250,000.00
Chip Seal Program	Public Works	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 220,000.00	- Taxes
Roadway Maintenance Program	Public Works	\$ 1,530,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ -	- Taxes
Unpaved Roads	Public Works	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	250,000.00 Taxes
Street Lighting & Traffic Signal Maintenance Program		\$ 1,299,291.00	\$ 6,200,000.00	\$ 1,000,000.00	\$ 5,500,000.00	\$ 5,500,000.00	-
Street Lighting and Traffic Signal Maintenance	Public Works	\$ 1,099,291.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	- Taxes
Las Cruces Street Lighting Management System	Public Works	\$ 200,000.00	\$ 5,500,000.00	\$ 500,000.00	\$ 5,000,000.00	\$ 5,000,000.00	- Taxes
Traffic Signal Program		\$ 1,150,000.00	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	-
Transportation System Modernization ITS	Public Works	\$ 1,150,000.00	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	- Taxes
Weed Control & Maintenance Program		\$ 639,265.00	\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	\$ -	-
Weed Control & Maintenance Program	Public Works	\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	\$ -	- Taxes
Land Acquisition - Public Works	Public Works	\$ 243,740.00	\$ 500,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	- Taxes
Materials Testing	Public Works	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	- Taxes
Streets Improvements - Future		\$ -	\$ 38,305,309.51	\$ 21,630,000.00	\$ 13,612,360.00	\$ 12,755,000.00	\$ 2,540,000.00
Downtown Street Improvements		\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	-
Alameda Blvd - Las Cruces Ave to Picacho Ave	Public Works	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	- TIDD
Street Lighting & Traffic Signal Maintenance Program		\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	-
Targeted Road and Lighting Improvements - Design	Public Works	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	- Taxes
Traffic Signal Program		\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	-
Lohman at Walnut and Walton Signal Improvement	Public Works	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	- Other
Advancement Ave Expansion	Economic Development	\$ -	\$ 516,383.56	\$ -	\$ -	\$ -	- Bonds, Grants
Armijo St - W Organ Ave to W Mountain Ave	Public Works	\$ -	\$ -	\$ 1,800,000.00	\$ -	\$ -	- Bonds, Taxes
Armijo St - W Picacho Ave to Parker Rd	Public Works	\$ -	\$ 1,450,000.00	\$ -	\$ -	\$ -	- Bonds, Taxes
Aspen Ave-Sequoia Ave to S Valley Dr	Public Works	\$ -	\$ -	\$ -	\$ 3,475,600.00	\$ -	- Bonds, Grants, Taxes
Elm St & Tamarack Dr from Aspen Ave to Sequoia Ave	Public Works	\$ -	\$ -	\$ -	\$ -	\$ 2,380,000.00	- Bonds, Grants, Other, Taxes
Evelyn St - Madrid Ave to Ash Ave	Public Works	\$ -	\$ 3,600,000.00	\$ -	\$ -	\$ -	- Bonds, Grants, Taxes
Hayner Ave - N. Valley Dr to N. Compress Rd and Sixth St- Hayner Ave to W. Hadley Ave	Public Works	\$ -	\$ 3,293,850.00	\$ -	\$ -	\$ -	- Bonds, Taxes
Hickory Dr & Sycamore Dr from Aspen Ave to Sequoia Ave	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	2,540,000.00 Bonds, Grants, Taxes
Kilmer St - Spruce Ave to Ash Ave	Public Works	\$ -	\$ 2,000,000.00	\$ -	\$ -	\$ -	- Bonds, Taxes
La Fonda Dr - Idaho Ave to E.O.P.	Public Works	\$ -	\$ 1,200,000.00	\$ -	\$ -	\$ -	- Bonds, Taxes
LCIIP Infrastructure Improvements	Economic Development	\$ -	\$ 5,000,000.00	\$ -	\$ -	\$ -	- Grants, Taxes
McClure Rd & Carlyle Dr Pond, Road & Drainage Improvements	Public Works	\$ -	\$ 2,500,000.00	\$ 3,000,000.00	\$ 2,000,000.00	\$ -	- Grants, Other, Taxes
Med Park - Idaho Ave. to Perkins St.	Public Works	\$ -	\$ 2,545,300.00	\$ -	\$ -	\$ -	- Bonds, Taxes
Miranda Ave - Picacho Ave to Court Ave	Public Works	\$ -	\$ -	\$ -	\$ 2,700,000.00	\$ -	- Bonds, Taxes
Mountain Ave - Melendres St to Armijo St	Public Works	\$ -	\$ 2,542,986.00	\$ -	\$ -	\$ -	- Bonds, Taxes
Mountain Vista Parkway Expansion	Economic Development	\$ -	\$ 1,200,473.54	\$ -	\$ -	\$ -	- Grants, Taxes
Parkview - Espina to W Park Dr	Public Works	\$ -	\$ -	\$ -	\$ 1,200,000.00	\$ -	- Taxes
Poplar Ave - Mesquite St to Santa Fe St	Public Works	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	- Bonds, Taxes
Rigsby Rd - Barker to Valley Dr	Public Works	\$ -	\$ -	\$ 850,000.00	\$ -	\$ -	- Bonds, Taxes
Rocket Drive Expansion	Economic Development	\$ -	\$ 5,956,316.41	\$ -	\$ -	\$ -	- Bonds, Grants, Taxes
Scoggins Ave-Sixth St to Sweet St	Public Works	\$ -	\$ -	\$ 1,180,000.00	\$ -	\$ -	- Taxes
Sequoia Ave - Valley Dr to EOP	Public Works	\$ -	\$ -	\$ 3,000,000.00	\$ -	\$ -	- Bonds, Grants, Taxes
Solano Dr- Missouri to Lohman	Public Works	\$ -	\$ -	\$ -	\$ -	\$ 10,375,000.00	- Other
South Valley Dr Reconstruction -Avenida de Mesilla to Boutz	Public Works	\$ -	\$ -	\$ 11,800,000.00	\$ -	\$ -	- Bonds, Grants, Taxes
Sweet St- Hayner Ave to W. Hadley Ave	Public Works	\$ -	\$ -	\$ -	\$ 1,761,760.00	\$ -	- Taxes
Venture Blvd Expansion	Economic Development	\$ -	\$ 900,000.00	\$ -	\$ -	\$ -	- Grants, Taxes
Westgate St - Amador Ave to Cul de Sac	Public Works	\$ -	\$ -	\$ -	\$ 2,375,000.00	\$ -	- Bonds, Grants, Taxes
SUBTOTAL		\$ 46,340,601.25	\$ 80,906,501.51	\$ 34,619,525.00	\$ 30,981,885.00	\$ 27,594,000.00	\$ 3,910,000.00

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

Utilities		\$	\$	\$	\$	\$	\$	\$
Utilities - Newly Funded		\$ 17,928,227.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2025 DWSRF Loan	Utilities	\$ 14,955,302.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2025 Water Trust Board Loan	Utilities	\$ 2,972,925.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities - Carryover		\$ 55,402,727.30	\$ 84,843,060.00	\$ 21,887,221.00	\$ 8,562,969.00	\$ 3,615,000.00	\$ 4,892,239.00	
Gas Admin Building Improvements	Utilities	\$ 871,068.60	\$ 446,666.00	\$ 748,998.00	\$ 125,000.00	\$ 125,000.00	\$ -	Other
Gas Development	Utilities	\$ 2,548,618.00	\$ -	\$ -	\$ -	\$ -	\$ -	Other
Gas Miscellaneous	Utilities	\$ 358,923.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ -	Other
Gas PHMSA Grant	Utilities	\$ 10,000,000.00	\$ 7,972,055.00	\$ -	\$ -	\$ -	\$ -	Grants
Gas Rehabilitation	Utilities	\$ 2,064,798.00	\$ 2,999,467.00	\$ 5,488,493.00	\$ 360,000.00	\$ 1,080,000.00	\$ 360,000.00	Other
Solid Waste Building Improvements	Utilities	\$ 1,221,420.00	\$ 2,319,166.00	\$ 1,750,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	Other
Wastewater Building Improvements	Utilities	\$ 541,760.00	\$ 420,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	Other
Wastewater Development	Utilities	\$ 1,021,522.00	\$ 156,000.00	\$ -	\$ -	\$ -	\$ -	Other
Wastewater Miscellaneous	Utilities	\$ -	\$ 341,569.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	Other
Wastewater Rehabilitation	Utilities	\$ 1,543,547.50	\$ 5,616,439.00	\$ 5,811,040.00	\$ 500,000.00	\$ 720,000.00	\$ 410,000.00	Other
Wastewater Septic Systems	Utilities	\$ 372,753.20	\$ 47,677,216.00	\$ -	\$ -	\$ -	\$ -	Grants
Water 2025 Projects	Utilities	\$ 15,211,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Other
Water Building Improvements	Utilities	\$ 180,226.00	\$ 554,385.00	\$ 250,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	Other
Water Development	Utilities	\$ 151,724.00	\$ 5,298,864.00	\$ 261,272.00	\$ 2,745,624.00	\$ -	\$ -	WIF
Water Miscellaneous	Utilities	\$ 75,000.00	\$ 1,552,187.00	\$ 1,046,277.00	\$ 795,784.00	\$ 105,000.00	\$ 60,000.00	WIF
Water Rehab	Utilities	\$ 2,145,193.00	\$ 9,314,046.00	\$ 6,046,141.00	\$ 3,301,561.00	\$ 850,000.00	\$ 3,502,239.00	Other
WW23 Projects	Utilities	\$ 17,095,174.00	\$ -	\$ -	\$ -	\$ -	\$ -	Other
Utilities - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Utilities - Future		\$ -	\$ 64,656,940.72	\$ 9,496,380.10	\$ 7,700,787.00	\$ 10,209,133.00	\$ 11,850,960.00	
Belt Filter Press Drainage Improvement	Utilities	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Other
Lead and Copper Service Line Replacement	Utilities	\$ -	\$ 6,539,951.00	\$ 4,750,656.00	\$ 5,700,787.00	\$ 8,209,133.00	\$ 9,850,960.00	Bonds, Grants
Lift Station Stationary Generator Installation	Utilities	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Other
Pressure Reducing Valve Rehabilitation	Utilities	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Other
Primary Digester Sludge Pump Upgrade	Utilities	\$ -	\$ 93,000.00	\$ -	\$ -	\$ -	\$ -	Other
SCADA Operating System Replacement	Utilities	\$ -	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	Grants
Sewer Connections	Utilities	\$ -	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	Grants
Transite Pipe Identification & Replacement	Utilities	\$ -	\$ 5,500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	Bonds, Grants, Other
Wastewater Treatment Plant	Utilities	\$ -	\$ 45,839,309.00	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
Water Storage Tank Rehab	Utilities	\$ -	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -	Other
Water Valve Replacements	Utilities	\$ -	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -	Other
Well 66	Utilities	\$ -	\$ 264,680.72	\$ 2,745,724.10	\$ -	\$ -	\$ -	Grants
SUBTOTAL		\$ 73,330,955.20	\$ 149,500,000.72	\$ 31,383,601.10	\$ 16,263,756.00	\$ 13,824,133.00	\$ 16,743,199.00	
Total Newly Funded		\$ 56,451,962.19	\$ 24,665,180.00	\$ 4,000,000.00	\$ 5,407,498.00	\$ 2,000,000.00	\$ -	
Total Carryover		\$ 192,122,740.51	\$ 191,635,823.83	\$ 71,207,442.32	\$ 21,660,695.32	\$ 16,377,726.32	\$ 10,016,239.00	
Total Annual		\$ 19,775,942.94	\$ 53,807,932.00	\$ 19,197,365.00	\$ 23,033,365.00	\$ 21,332,840.00	\$ 1,775,000.00	
Total Future		\$ -	\$ 232,757,169.23	\$ 95,348,380.10	\$ 153,761,645.00	\$ 101,384,133.00	\$ 37,330,960.00	
GRAND TOTAL		\$ 263,417,982.64	\$ 502,866,105.06	\$ 189,753,187.42	\$ 203,863,203.32	\$ 141,094,699.32	\$ 49,122,199.00	

Abbreviations:	ARPA - American Rescue Plan Act	Other - Includes Fees, State Entitlements, Leases, Developer Contributions and Donations	TIDD - Tax Increment Development District
	Bonds - Includes Bonds and Loans	PIF - Park Impact Fees	WIF - Water Impact Fees
	Grants - Includes Local, State, Federal, or private entity	PSIF - Public Safety Impact Fees	WWIF - Wastewater Impact Fees
Notes:	Pending funding noted in italic	Pending 2025 Legislative Appropriations/Capital Outlay	Current funding sources noted in bold

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - June 01, 2026

Attachment - "A"

Project: Surveillance and Access Controls						
Scope of Work: Projects involve upgrading surveillance systems, access controls, and key card set-ups across city facilities. GRT portion will go towards improving the Frank O'Brien surveillance system.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
City Operational Facilities	Facilities Management	\$168,214	\$15,000	\$183,214	Adjustment to reflect new GRT funding.	2

Project: Broadband Access and Expansion						
Scope of Work: The City of Las Cruces Information Technology (IT) Infrastructure Project aims to modernize the City's public Wi-Fi infrastructure to better meet the needs of a growing community and an increasingly digital world. Project funding will also support upgrades to City Hall's IT infrastructure, including expanded access points, faster internet speeds, enhanced security features, and improved internet accessibility throughout the City.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Equipment & IT	Information Technology	\$0	\$1,427,361	\$1,427,361	Adjustment to reflect new grant funding.	2

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - June 01, 2026

Project: Park Deferred Maintenance Projects						
Scope of Work: Projects involve addressing overdue maintenance needs across various parks and park facilities. This includes rehabilitation projects like repairing worn-out amenities and other improvements to address general wear and tear to help extend the life of parks.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Park Improvements	Parks & Recreation	\$0	\$90,000	\$90,000	Adjustment to reflect new GRT funding.	3

Project: Park Restrooms Repair and Rehabilitation Projects						
Scope of Work: Projects involve repairing and rehabilitation park restroom facilities. Projects will address general wear and tear to help extend the life of the restroom facilities and improve overall conditions.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Park Improvements	Parks & Recreation	\$0	\$150,000	\$150,000	Adjustment to reflect new GRT funding.	3

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - June 01, 2026

Project: Park Drinking Fountains						
Scope of Work: Repair, replace, and upgrade drinking fountains throughout the City's park system, including associated water service lines, pumps, bases, and staging areas. Improvements may also include bottle fillers, dog bowls, and ADA accessibility enhancements.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Park Improvements	Facilities Management	\$963,792	\$360,000	\$1,323,792	Adjustment to reflect new GRT funding.	3

Project: Valley View Park - Heske Garden Lighting Replacement						
Scope of Work: Repair, upgrade, enhance the functionality and durability of the lighting and electrical systems in Heske Garden.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Park Improvements	Facilities Management	\$468,262	\$60,000	\$528,262	Adjustment to reflect new GRT funding.	3

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - June 01, 2026

Project: Citywide Preservation and Rehabilitation Roof Projects						
Scope of Work: Projects involve repairing and rehabilitating roofs at various city facilities. Projects may include addressing leaks, replacing worn roofing materials, improving drainage and addressing general wear and tear to help extend the life of the roofs.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Facilities Management	\$0	\$540,000	\$540,000	Adjustment to reflect new GRT funding.	4

Project: Facilities Deferred Maintenance Projects						
Scope of Work: Projects involve addressing overdue maintenance needs across various city facilities. Projects may include repairing restrooms, updating flooring, and completing drainage related projects, and other improvements to address general wear and tear to help extend the life of the facilities.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Facilities Management	\$0	\$725,000	\$725,000	Adjustment to reflect new GRT funding.	4

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - June 01, 2026

Project: Downtown Parking Lots 3 and 4						
Scope of Work: Restriping downtown parking lots, and re-signing to meet ADA requirements, and in some cases, rehabilitating the surface.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Facilities Management	\$0	\$510,000	\$510,000	Adjustment to reflect new GRT funding.	4

Project: Citywide Parking Lots Rehabilitation Projects						
Scope of Work: Projects involved addressing maintenance needs across various city parking lots. Projects may include repairs, rehabilitation, stripping and other improvements to address general wear and tear and extend the life of the parking lots.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Facilities Management	\$0	\$200,000	\$200,000	Adjustment to reflect new GRT funding.	4

Project: Frank O'Brien Center Parking Lot						
Scope of Work: This project will rehabilitate the existing parking lot serving the Frank O'Brien Papen Community Center, located at 304 W. Bell Avenue.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Facilities Management	\$0	\$80,000	\$80,000	Adjustment to reflect new GRT funding.	4

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - June 01, 2026

Project: Maag Ballfield Parking Lot						
Scope of Work: This project includes the rehabilitation and improvement of the existing Maag Ball Park parking lot located at 1542 E Hadley Avenue.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Facilities Management	\$0	\$600,000	\$600,000	Adjustment to reflect new GRT funding.	4

Project: Castañeda Building Re-Roof						
Scope of Work: Replacement and rehabilitation the existing roof at the Armando "Mondy" Castaneda Service Center, located at 1501 E Hadley Ave.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Facilities Management	\$0	\$1,500,000	\$1,500,000	Adjustment to reflect new GRT funding.	4

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - June 01, 2026

Project: Security & Fire Alarm Projects						
Scope of Work: To renovate, upgrade, purchase, and install security and fire improvements and systems for various City buildings. GRT porting will go towards Camp Hope and the Municipal Court.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Facilities Management	\$0	\$110,000	\$110,000	Adjustment to reflect new GRT funding.	4

Project: LCPD Academy Roof Rehabilitation						
Scope of Work: This project addresses the aging and deteriorated roofing system at the Las Cruces Police Academy. The existing roof will be cleaned, sealed, and resurfaced to restore waterproofing and protect the structure from continued weather damage.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Park Improvements	Facilities Management	\$0	\$360,000	\$360,000	Adjustment to reflect new GRT funding.	6

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - June 01, 2026

Project: Melendres Ave/Pittsburg - Hadley to Picacho						
Scope of Work: To reconstruct N Melendres St, from W Picacho Ave to W, Hadley Ave. and Pittsburg Ave, from N Melendres to end and will include pavement replacement, curb & gutter, sidewalk, storm drainage, street lights, signage, striping and utilities.						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Resiliency	Public Works	\$2,717,661	(\$302,956)	\$2,414,704	Adjustment to reflect revised project funding.	7

Project: South Main St - Avenida de Mesilla to Boutz						
Scope of Work: Reconstruct S. Main Street from Boutz Rd. to Avenida de Mesilla/Idaho, including a road diet, buffered bike lanes, ADA/pedestrian improvements, drainage, lighting, signals, utilities, and BNSF/EBID crossing upgrades. The project will modernize aging infrastructure, improve safety and accessibility, and support Complete Streets/ATP goals, with railroad crossing improvements representing a major cost and funding challenge.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Streets Improvements	Public Works	\$3,549,046	(\$1,100,000)	\$2,449,046	Adjustment to reflect revised project funding.	7

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - June 01, 2026

Project: Telshor Spruce Intersection Improvements						
Scope of Work: To complete the planning, design, and phased construction of key improvements at the Telshor/Spruce intersection to enhance accessibility, safety, and multimodal transportation. Improvements will include ADA ramps, bike facilities, curb and gutter upgrades, and traffic signal enhancements.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Street Improvements	Public Works	\$574,507	\$2,822,541	\$3,397,049	Adjustment to reflect revised project funding.	7


**3114; Council
Bill 26-022**

City Council Action and Executive Summary

Type of Action:
☐ Resolution

☒ Ordinance

☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	May 18, 2026	Adopted:	June 1, 2026
Drafter:	William "Bill" Hamm	Department:	Economic Development
Title:	AN ORDINANCE AMENDING SECTION 2-1313 - APPRAISALS OF THE LAS CRUCES MUNICIPAL CODE.		

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

PURPOSE(S) OF ACTION:

The proposed ordinance amends Section 2-1313 of the Las Cruces Municipal Code to allow the use of appraisals that do not exceed twelve (12) months old from the date of the report. This change is intended to provide additional flexibility in real estate transactions, reduce delays, and ensure efficient use of resources while maintaining compliance with valuation standards.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Section 2-1313 of the Las Cruces Municipal Code establishes appraisal requirements for the acquisition and disposition of real property, including appraised value thresholds and timing requirements. In support of real estate transactions, the current code requires that appraisals by a qualified independent appraiser be no more than six (6) months old.

While this frequency supports accurate and reliable valuation, in practice it may result in the need for unnecessary updated or duplicate appraisals, particularly where market conditions have remained relatively stable. This may create unnecessary delays in completing real estate transactions and increases costs associated with obtaining additional appraisals.

Extending the allowable timeframe from six (6) months to twelve (12) months provides additional flexibility in the use of existing appraisals, supports more efficient transaction timelines, and reduces redundant costs, while still allowing staff and City Council to obtain updated appraisals whenever deemed necessary.

SUPPORT INFORMATION:

[Exhibit "A"- Sec. 2-1313 Appraisals](#)

[Attachment "A"- Redlined Sec. 2-1313 Appraisals](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

Agenda Item #7.4.

☐ Yes

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the ordinance amending Section 2-1313 of the Las Cruces Municipal Code to extend the allowable timeframe for comparable appraisals from six (6) months to twelve (12) months.
2. Vote "No"; this will not approve the ordinance, and the current requirement that appraisals be conducted within six (6) months will remain in effect.
3. Vote to "Amend"; this will modify the proposed ordinance, including but not limited to adjustments to the allowable timeframe or other provisions, prior to approval.
4. Vote to "Table"; this will postpone consideration of the ordinance to a future City Council meeting.

Agenda Item #7.4.

ORDINANCE 3114; COUNCIL BILL 26-022

AN ORDINANCE AMENDING SECTION 2-1313 - APPRAISALS OF THE LAS CRUCES MUNICIPAL CODE.

The City Council is informed that:

WHEREAS, Section 2-1313 of the Las Cruces Municipal Code establishes appraisal requirements for the acquisition and disposition of real property, including appraised value thresholds and timing requirements; and

WHEREAS, the current code requires that appraisals by a qualified independent appraiser used to support real estate transactions be no more than six (6) months old; and

WHEREAS, this requirement was established to help ensure that property valuations reflect current market conditions and support informed decision-making by the City Council; and

WHEREAS, in practice, the six (6) month requirement may result in the need for unnecessary updated or duplicate appraisals, particularly where market conditions have remained relatively stable; and

WHEREAS, obtaining additional appraisals in such circumstances may create unnecessary delays in completing real estate transactions and increase associated costs; and

WHEREAS, extending the allowable timeframe from six (6) months to twelve (12) months would provide additional flexibility in the use of existing appraisals, support more efficient transaction timelines, and reduce redundant costs, while preserving the authority of staff and the City Council to obtain updated appraisals whenever deemed necessary.

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

(I)

THAT Section 2-1313 of the Las Cruces Municipal Code, as shown in Exhibit "A" attached hereto and made part of this Ordinance, are hereby amended and approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #7.4.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Sec. 2-1313. - Appraisals.

Every resolution for the acquisition or sale of real estate submitted to the council pursuant to this division shall be supported by an appraisal as follows:

- 1) If the purchase or sale price or exchange value is \$10,000.00 or less, no formal appraisal for the parcel of property shall be required. However, as a part of the council resolution approving the purchase or sale or exchange of the property, a written opinion from staff as to the estimated value of the property, based on a similar appraisal conducted for a similar piece of property within the past twelve months must be incorporated as a part of the resolution.
- 2) If the purchase or sale price or exchange value is greater than \$10,000.00, but less than \$25,000.00, a restricted appraisal report from a qualified appraiser shall be provided.
- 3) If the purchase or sale price or exchange value is \$25,000.00 or more, but less than \$150,000.00, an appraisal by a qualified appraiser.
- 4) If the purchase or sale price or exchange value is \$150,000.00 or more, two appraisals from qualified appraisers.
- 5) If the property to be acquired or sold has been the subject of an appraisal by a qualified independent appraiser within the twelve-month period immediately preceding the date of acquisition or sale, such appraisal may be presented in lieu of securing a new appraisal, or in the case of subsection (4) of this section, only one additional appraisal need be obtained.
- 6) Any purchase by eminent domain, regardless of value of the property, shall require full appraisals pursuant to applicable provisions of New Mexico Statutes.
- 7) Nothing herein shall prohibit the city council or staff from obtaining a full appraisal, regardless of the value, of any property, when it is in the best interest of the city to obtain such an appraisal.

(Code 1988, § 2-152; Ord. No. 1685, § I, 6-15-98)

Sec. 2-1313. - Appraisals.

Every resolution for the acquisition or sale of real estate submitted to the council pursuant to this division shall be supported by an appraisal as follows:

- 1) If the purchase or sale price or exchange value is \$10,000.00 or less, no formal appraisal for the parcel of property shall be required. However, as a part of the council resolution approving the purchase or sale or exchange of the property, a written opinion from staff as to the estimated value of the property, based on a similar appraisal conducted for a similar piece of property ~~within the past six months~~ **within the past twelve months** must be incorporated as a part of the resolution.
- 2) If the purchase or sale price or exchange value is greater than \$10,000.00, but less than \$25,000.00, a restricted appraisal report from a qualified appraiser shall be provided.
- 3) If the purchase or sale price or exchange value is \$25,000.00 or more, but less than \$150,000.00, an appraisal by a qualified appraiser.
- 4) If the purchase or sale price or exchange value is \$150,000.00 or more, two appraisals from qualified appraisers.
- 5) If the property to be acquired or sold has been the subject of an appraisal by a qualified independent appraiser ~~within the six-month~~ **within the twelve-month** period immediately preceding the date of acquisition or sale, such appraisal may be presented in lieu of securing a new appraisal, or in the case of subsection (4) of this section, only one additional appraisal need be obtained.
- 6) Any purchase by eminent domain, regardless of value of the property, shall require full appraisals pursuant to applicable provisions of New Mexico Statutes.
- 7) Nothing herein shall prohibit the city council or staff from obtaining a full appraisal, regardless of the value, of any property, when it is in the best interest of the city to obtain such an appraisal.

(Code 1988, § 2-152; Ord. No. 1685, § I, 6-15-98)